



UGVCL

UTTAR GUJARAT VIJ COMPANY LIMITED



CIN – U40102GJ2003SGC042906,GST No.-24AAACU6551F1Z1
TENDER NOTICE No:-UGVCL/PROJECT/GPRD/CPC/LoRa WAN/079

1 Introduction

This part, Instruction to Bidders (ITB), Section-1 of the Bidding Documents provides the information necessary for bidders to prepare responsive bids for **“Pilot research project for Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retro-fit kind of cost effective, reliable and Lo-power RF technology called LoRa on the Agri. Consumers for 3 subdivisions under UGVCL, MGVCL and DGVCL in Gujarat State.”**

The Uttar Gujarat Vij Company Limited (UGVCL) hereinafter called 'Owner' will receive bids in respect of equipment to be furnished and erected as set-forth in the accompanying Specifications. All bids shall be prepared and submitted by bidders in accordance with instructions.

2 General Instruction

- 2.1 The Addl. Chief Engineer (P&Re), Uttar Gujarat Vij Company Limited (UGVCL), having its Corporate Office at, Visnagar Road, Mehsana-384001, Gujarat, India., hereafter called the "UGVCL" intends to invite Bid for “Pilot research project for Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retro-fit kind of cost effective, reliable and Lo-power RF technology called LoRa on the Agri. Consumers for 3 subdivisions under UGVCL, MGVCL and DGVCL in Gujarat State.”
- 2.2 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected.
- 2.3 **The works referred herein shall cover the entire scope of the Bid which include Supply, Installation, Testing and Commissioning of Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retro-fit kind of cost effective, reliable and Lo-power RF technology called LoRa on the Agri. Consumers for 3 subdivisions under UGVCL, MGVCL and DGVCL in Gujarat State. And tests which the UGVCL / GPRD desires to get executed.**
- 2.4 The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.
- 2.5 Documents towards payment of Tender fee and earnest money deposit (EMD) should be kept in the EMD cover only. First the EMD cover will be opened and if the documents towards payment of Tender fee and EMD are found in order then only cover containing technical bid will be opened first. All those who are found technically competent to carry out the job will be considered as qualified bidders and only their financial bid will be opened.
- 2.6 At any time prior to the deadline for submission of bids, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders , may modify the terms and conditions by issuing addenda in the UGVCL website, bidder must be vigil as this addenda`s will be uploaded only.
- 2.7 UGVCL & GPRD Cell, GUNVL, Gandhinagar reserves the right to spread the order if required.
- 2.8 Bidder does not anticipate change in the ownership during the proposed period of work. (If such a change is anticipated, the scope and effect thereof shall be defined.

3 Bid Submission and Contents of Standard E-Bidding Document:

- 3.1 The Bidders must ensure that all the schedules are completely filled in their Bids and the information called for is given in totality. A set of complete Bid documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of Bid documents. The bidder's bid and the documents attached there to shall be considered for

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forming part of the contract documents.

- 3.2 The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition, the left-hand corner of the envelope or container should indicate the Bid number and the bid opening date and time.
- 3.3 The Bidder has to send the Technical Bids by Registered Post or speed post and PRICE BID ON LINE only.
- 3.4 Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.
- 3.5 The UGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

The e-Bid document includes submission of following documents in stages:

Stage-1: Preliminary Qualifying Details:

Part – I:

- (a) Tender Fee

Part – II:

- (a) Earnest Money Deposit
- (b) Copy of GST Registration
- (c) Copy of PAN Card
- (d) Copy of Company Registration
- (e) Copy of Contractor License
- (f) MSME Certificate (If Applicable)

Note: The bid will be rejected out rightly, if the above mandatory documents are not submitted in physical form in Cover - I.

Stage-2: Techno-Commercial Details:

- (a) Section 1: Instruction to bidders (ITB);
- (b) Section 2: Conditions of Contract;
- (c) Section 3: Appendix
- (d) Section 4: Annexure
- (e) Section 5: Detailed Technical Specification with GTP;

Stage-3: Price Schedule (Online Only)

4 Qualifying Criteria

- 4.1 Qualification of bidder will be based on meeting the criteria as specified in Part-A as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only, Joint Venture Firms are not allowed.
- 4.2 Notwithstanding anything stated herein above, the UGVCL & GPRD Cell, GUVNL, Gandhiangar reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the **respective DISCOM**. The **respective DISCOM** reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract with approval of GPRD Cell, GUVNL,

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Gandhinagar.

Qualification criteria

Technical:

- The bidder must be able to communicate the 5 different make of DLMS meters (for ex. Genus, HPL, L&T, Visiontek, Secure) with the same modem to the master device of LoRa WAN. The same shall be checked while performing the PoC of interested bidder, if required.
- Total 3 trials will be given for showing the successful result of the project.
- Bidder has to successfully show the data of Instantaneous parameters and Billing data on the dashboard/website as decided by the GPRD cell while performing the PoC, if required.

5 Instructions before submitting bid:

- 5.1 All the drawings, i.e. elevation, side view, plan, cross-sectional view of Covered Conductor, its various accessories, Cable Drums etc. and other required items, in Auto CAD format and manuals in PDF format, for offered item shall be submitted by all bidders. Also the hard copies as per specification shall be submitted.
- 5.2 The bidder shall submit Quality Assurance Plan (QAP) & Field Quality Plan (FQP) with the technical bid.
- 5.3 The bidder must fill up all the point of GTP for offered item/s. Instead of indicating “refer drawing, or as per IS/IEC”, the exact value/s must be filled in.
- 5.4 All the points other than GTP, which are asked to confirm in technical specifications must be submitted separately with the bid.
- 5.5 The bidder shall bring out all the technical deviation/s only at the specified annexure.
- 5.6 The bidder has to submit valid type test report so fall equipments with technical bid in physical form.

6 Scope of Work:

Supply, Installation, Testing and Commissioning of “Pilot research project for Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retro-fit kind of cost effective, reliable and Lo-power RF technology called LoRa on the Agri. Consumers for 3 sub divisions under UGVCL, MGVCL and DGVCL in Gujarat State as per detail scope of work mentioned in attached technical specification.

7 Standard & Regulation

The Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retro-fit kind of cost effective, reliable and Lo-power RF technology called LoRa system and testing of the same and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards. In addition, the Indian Electricity Rules, Electricity Act 2003, CEA Regulations, Statutory requirements of Central Govt., GERC and State Government of Gujarat (applicable codes), shall also be complied with. Any complications arising out of it will be set right by the contractor without any implication to **respective DISCOM**.

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8 Bid Price

- 8.1 The bidder shall quote in the appropriate schedule of bid form on item rate basis. However, the Bidder should indicate in the Schedule (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Prices and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable Separately in price bid, which is a must.
- 8.2 If the Supplier / Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. Price) mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier / contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
- 8.3 Also, please mention applicable HSN / SAC Code and rate of GST and Cess as applicable. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the Bids.
- 8.4 The offered prices to be indicated in online mode of Bid in the format given (i.e. Schedule). The price bid submitted in physical mode shall not be considered.
- 8.5 The Bidder should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

9 Amendment Bid

- 9.1 At any time prior to the deadline for submission of bids, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by a respective bidder, modify the bidding documents by amendments.
- 9.2 The amendment will be notified on Websites only. UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.
- 9.3 Such amendments, clarification etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents (duly signed) as a part of the bid.

10 Clarifications on Bid Documents and Pre-Bid Meeting:

- 10.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to UGVCL at his mailing address indicated in E-Bidding Documents.
- 10.2 Similarly, if a Bidder feels that any important provisions in the documents, such as Governing laws, Taxes and Duties, Defect Liability, Limitation of Liability, Settlement of Disputes, Arbitration, Form of Contact Agreement, Price Adjustment, Bid Guarantees, Contract Performance Guarantee, Compensation for Delay, Payments Terms, Schedule of Execution/Completion of works, will be unacceptable, such an issue should be raised as above.
- 10.3 UGVCL, then, will issue interpretation(s) and clarification(s) as he may think fit in writing or modification of the Bidding Documents that it receives no later than Three (03) days

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prior to date of Pre-bid meeting. The UGVCL shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification received from the Bidder shall not be a ground for seeking extension in the deadline for submission of Bid. Verbal clarification and information given by UGVCL or his employee(s) or his representative(s) shall not in any way be binding on UGVCL.

11 Language of the Bid

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

12 Effect & Validity of Bid

The bid should be kept valid for a period of 365 DAYS from the date set for opening of the technical bid. Bid submitted by the bidder shall remain valid for acceptance for a period of 365 days from the date of opening of the financial bid. The Bidders shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited by the Owner.

13 Earnest Money Deposit

- 13.1 The EMD is payable by Demand Draft in favor of the Uttar Gujarat Vij Company Limited (UGVCL) payable at Mehsana on any scheduled/Nationalized banks or through Bank guarantee from any scheduled nationalized bank decided by Government of Gujarat time to time.
- 13.2 EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.
- 13.3 If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract or fails to sign the contract agreement, then the EMD amount will be forfeited by UGVCL without any notice or proof of damages etc.
- 13.4 The EMD of all unsuccessful bidders will be returned after the award of the contract.
- 13.5 No interest will be payable by the UGVCL on the above Deposit.
- 13.6 Validity of EMD (six) 6 months from the date of submission of bid for this Bid.

14 Information Required with the Proposal

- 14.1 The Bidders, along with his proposal, shall submit all the filled annexure given (Annexure of Qualification Information & Bank Guarantee).
- 14.2 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed organizational structure.
- 14.3 The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. along with soft copy.
 - Any bid not containing sufficient descriptive material to describe accurately the

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equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the UGVCL. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

- 14.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 14.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 14.6 The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- 14.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.
- 14.8 The materials should be offered strictly confirming to ISS/BIS/Bid specifications given in the Bid. If the Bidder's desires to quote with any technical deviation they should specifically quote the deviation and the ISS/BIS numbers in the body of the Bid itself under the Annexure 12 of physical / e-Bid.
- 14.9 If technical deviations furnished by the Bidder are not agreeable to UGVCL, the offers may be ignored. However, it will be solely at UGVCL discretion to consider the technical deviation OR not for considering the Bidder. No correspondences of the Bidder after opening of the bid will be entertained in this matter.

15 Delayed and Late Bids

No Bid shall be accepted/opened in any case which are received after due date and time of the receipt of Bid irrespective of delay due to postal services of any other reasons and company shall not assume any responsibility for late receipt of Bid. Any correspondence in the matter will not be entertained.

16 Rejection of Bid

- 16.1 The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of Bid not as per the specification will be at the Bidders risk may result in rejection.
- 16.2 The offer is liable summarily rejected if it contains Deviation / Addition / Alternations / Omissions in bidding schedules or deviation and contradictions to the terms and conditions specified in this Bid.

17 Relationship with Bidder

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

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

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

18 UGVCL'S Right

- 18.1 The UGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
- 18.2 The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal.
- 18.3 UGVCL & GPRD Cell, GUVNL, Gandhinagar reserves the right to split the contract into two or more bidders. In such cases, the term for completion period will be negotiated and reduced proportionate to the order quantity/value.
- 18.4 In case of any doubt or interpretation of the terms and condition, the decision of the ADDITIONAL CHIEF ENGINEER (P&Re), Uttar Gujarat Vij Company Limited (UGVCL) will be final and binding upon the Bidders and no dispute in this regard will be entertained.
- 18.5 UGVCL reserves the right to accept any bid or reject any or all Bids or cancel /withdraw RE INVITATION to bid without assigning any reason. Such decision of the UGVCL shall not be subject to question by any Bidders and the UGVCL shall bear no liability whatsoever for such decision.

19 Signature of Bidder

- 19.1 The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.
- 19.2 Bids by corporation / company must be signed with the legal name of the corporation / company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- 19.3 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.
- 19.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 19.5 The Bidder's name stated on the Bid shall be exact legal name of the firm.
- 19.6 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

20 Understanding & Clarifications on Documents & Specifications

- 20.1 The Bidder is required to carefully examine all the Bid Documents, Technical Specifications and Bid Drawing, Commercial Terms & Condition or any other terms & conditions and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the UGVCL. The UGVCL will issue interpretation and clarifications if required.
- 20.2 Verbal clarifications and information given by the UGVCL or his employee(s) or his representative(s) shall not in any way be binding on the UGVCL.

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21 Price Basis Currency & Payments

Bidder shall indicate bid prices in Indian Rupees only.

22 Evaluation & Comparison of Bids

- 22.1 Generally, the bids received and accepted will be evaluated by the UGVCL Team in coordination with GPRD Cell, GUVNL, Gandhinagar.
- 22.2 Turnkey Based Contract for Supply, Installation, Testing and Commissioning of “Pilot research project for Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retrofit kind of cost effective, reliable and Lo-power RF technology system is invented by GPRD Cell, GUVNL, Gandhinagar. Hence, decision of GPRD Cell, GUVNL, Gandhinagar during evaluation shall be bound.
- 22.3 The Owner will examine the Bid to determine, whether they are complete, whether they meet all the conditions of the Contract, whether required Bid fee, Bid EMD and other required documents have been furnished, and whether the Bids are generally in order. Any Bid not fulfilling these requirements shall be rejected.
- 22.4 The bidders shall submit the scanned copies as prescribed in commercial and technical details as documentary proof for evaluation of their commercial and technical Bids.
- 22.5 The technical eligibility will be decided upon evaluation of following documents:
 - Description of Approach, Methodology & Work Plan for Performing the Assignment
- 22.6 The Owner will evaluate and compare the financial rates quoted in the price schedule / BOQ of Bids of those bidders whose commercial and technical Bids are found responsive as per the conditions of the Bid.
- 22.7 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its Bid shall be rejected and its Bid security may be forfeited.
- 22.8 Documents submitted by the bidder shall be crosschecked / verified by the UGVCL & GPRD Cell, GUVNL, Gandhinagar team at any stage of the project.
- 22.9 A bidder does not anticipate change in the ownership during the proposed period of work.

23 Arithmetical Errors

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.

However, the UGVCL shall be entitled to award the contract at the lowest of the prices arrived at from various schedules, identified for that purposes, in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.

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24 Award of Contract

- 24.1 Notification of award of contract will be made in writing to the successful bidder by the UGVCL.
- 24.2 The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and UGVCL & GPRD Cell, GUVNL, Gandhinagar shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any modifications.
- 24.3 The owner shall not be bound to accept the lowest or any Bid and reserves to itself the right of accepting the whole or a portion of any of the Bid as it may deem fit, without assigning any reason thereof. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.
- 24.4 Any approach / canvassing etc. official or otherwise by the bidder or his/their representative / agent to influence the consideration of their Bid shall render the Bid liable to summary rejection.
- 24.5 In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the bids of such bidders shall be summarily rejected.
- 24.6 The owner reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

25 Notification of Award

Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

26 Security Deposit & Signing the Contract Agreement

The successful bidder should be paid Security Deposit for an amount equal to 10% (Ten percent) of the total Contract Price towards faithful performance of the Contract in accordance with the terms and conditions specified therein & signed the Contract Agreement within 15 days after receipt of LOA issued by respective DISCOM.

The Security deposit is payable the option of UGVCL by:

- (a) Demand Draft on any Nationalized /schedule Bank Payable at Mehsana
- (b) Bank Guarantees from Nationalize bank and private bank authorized to take Government business viz IDBI, Axis, HDFC, ICICI bank approved by Government of Gujarat time to time in favor of UGVCL, Mehsana.

In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which UGVCL will encase the Bank Guarantee

The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submission of the Performance Guarantee.

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27 Agreement

- 27.1 The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee.
- 27.2 The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between CE / ACE (Proc.) & the authorized representative of successful bidder as mentioned hereunder.
- 27.3 Agreement:-On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the COMPANY and the successful Bidder.
- 27.4 An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company &
- 27.5 From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under:
 - If the Authorized Representative is from a Partnership Firm, then a certified copy of the Registered Partnership Deed must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;
 - If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
 - If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.

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

28 Guarantee

The product shall be guaranteed to providing the regular data for the period of three year period of CMC as well as during execution period shall be the responsibility of the bidder. The expected accuracy for data accumulation is >95% under normal condition. For data accumulation lower than this supplier will have to visit the site and take corrective actions to make it > 95%. The data reliability should be displayed on the dashboard. The data reliability shall be considered as daily one stamp for each meter for the period of 7 days. For ex. Out of 100 installed meters, the data of 95 meters are received daily since week and the data of 5 meters are not received regularly since last 7 days, than data reliability is considered to be 95%.

29 Performance Bank Guarantee

The Performance Guarantee amounting to 10 % of the Contract value, in accordance with the contract documents and free from defects in material / equipment and workmanship; has to be furnished either in the Form of Demand Draft or in the form of Bank Guarantee on stamp paper. PBG for an interim period will not be allowed. In case of expiry of BG before the said period the same should be got extended / renewed by you (without vacuum period and waiting for **respective DISCOM's** intimation seeking extension) till the completion of said period by you at least one month before the expiry of the validity, failing which **respective DISCOM** will be at liberty to en-cash the same, without entering to further correspondence, formalities, etc. in the matter.

The Supplier / Contractor has to submit Bank Guarantee with validity period of additional (01) month i.e. more than actual guarantee / warrantee period to safe guard **respective**

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DISCOM's interest in case of any, eventually happening on the last day of guarantee / warrantee period after office hour of the bank or bank holiday.

Whereas the performance guarantees, to be submitted by successful tenderer, towards warrantee, is for satisfactory performance.

The PBG will be returned to the contractor without any interest after PBG period is over.

30 Jurisdiction of Contract

The laws applicable to the contract shall be the laws in force in India. The courts of Mehsana shall have exclusive jurisdiction in all matters arising under this contract.

31 Additional Documents

Apart from various documents to be furnished along with the Bid as required in the ITB, Conditions of Contract& Annexure, the following documents and details are to be furnished by the Bidder:

- GSTIN Registration No. and date
- Details of Partners/Directors of the Firm/Company.
- Detail of Manufacturing/Fabrication facilities
- Electrical Contractor License
- Factory Registration/license details
- PAN Number
- PF registration number
- Registration No. under shops and Estt. Act / issuing authority
- Experience record and details of orders pending / executed for various utilities.

32 Completion Period

- The project covers 1 subdivision each in 3 DISCOMs as follows. The subdivisions for the DISCOMs are selected as follows:

Sr. No.	DISCOM	Selected Subdivision
1	UGVCL	Kadi-1
2	DGVCL	Umarpada
3	MGVCL	Kankanpur

The project will be carried out in 2 parts. In part-1, Kadi-1 subdivision will be completed in all respect. **Even though, the GPRD cell is empowered to change the selected subdivision and its execution for Part-1.** After due study, the commencement date will be given to the contractor for starting the work in remaining 2 subdivisions under part-2.

The total period of the contract for this project is 12 months of execution and then after 36 months is for comprehensive maintenance contract (CMC) period. This project will be carried out in 2 parts.

- Once the AT will be issued by UGVCL, the concern DISCOM in consultation with GPRD cell will issue the intimation for commencement of "Survey work and identification of the location of DCU in consultation with Subdivision for part-1". After that, 1 month will

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be given for the survey work and identification of the location of DCU in consultation with Kadi-1 Subdivision” (or other subdivision selected for part-1).

- Then after, the concern DISCOM in consultation with GPRD cell will issue the intimation for commencement of “execution of work in all respect for part-1” After that, during the period of 5 months, the work shall be completed in all respect for Kadi-1 subdivision (or other subdivision selected for part-1) by contractor.
- After the completion of work in part-1, the contractor will intimate to concern subdivision. Then after, one month is for the study period during which, the outcome of the project of kadi-1 subdivision (or other subdivision selected for part-1) will be reviewed and corrective actions shall be suggested by GPRD Cell and concern DISCOM. These corrective actions are to be incorporated in part-2 .
- After due study , the concern DISCOM in consultation with GPRD cell will issue the intimation for commencement of “execution of work in all respect for part-2” After that, Part-2 will commence and to be completed in all respect within next 5 months, for other 2 subdivisions.

Activity No.	Activity Detail	Time duration for completion of activity after issue of intimation for commencement
1	Survey work and identification of the location of DCU in consultation with Subdivision for part-1	30 days
2	Once the activity-1 will be completed, the concern SDO will give the intimation for commencement of work to the contractor after consultation with the GPRD Cell. During the time period for this activity, work shall be completed in all respect for subdivision under part-1 by the contractor. After completion of the work for this subdivision, the CMC Period for that subdivision will start.	150 days
3	Once the work of subdivision under part-1 is completed in all respect, the intimation for completion of work shall be given by the contractor so that the study period can be started. Study period during which, the outcome of the project of subdivision of part-1 will be reviewed and corrective actions shall be suggested by GPRD Cell and concern DISCOM.	30 days
4	The intimation for the commencement of execution of Part-2 will be given by concern subdivision in consultation with GPRD cell. The Part-2 will commence and to be completed in all respect for other 2 subdivision. After completion of work in concern subdivision, CMC period for that subdivision will start.	150 days

33 Cartel

If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved

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in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.

Besides the above the purchaser Company, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.

34 CONFLICT OF INTEREST AMONG BIDDERS / AGENTS

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.

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35 Bank Guarantee

The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee / Warrantee period, equivalent to higher of Two Bank Guarantees i.e Security Deposit and Performance Guarantee as mentioned in Clause No:-26 and 29 of tender commercial terms and condition mentioned in Instructions to Bidders.

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

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