

TENDER NOTICE No. UGVCL/SP/III/1090/TMR Book

Purchase Requisition No. : 466890 RFQ. No. _____

The Chief Engineer (P) invites the tenders for the purchase of following item/s. Interested bidders are requested to download tender document from our Web site (www.ugvcl.com). TENDER DOCUMENTS WILL NOT BE ISSUED IN PHYSICAL FORM. After downloading the tender documents from the website and after filling up the required details, same should be submitted by register A.D. or by Speed Post ONLY super scribing Tender cover by UGVCL/SP/III/1090/TMR Book addressed to **The Chief Engineer (P), UTTAR GUJARAT VIJ COMPANY LTD., Corporate Office, Visnagar Road, Mehsana : 384 001 (NG).** “NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

The tender documents should be received by this office, latest by 18:00 Hrs. of Date 07.10.2021. No tender shall be acceptable / opened in any case received after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that the UGVCL shall not take any responsibility for late receipt of the tender.

The brief details regarding tender are as under:

Sr.No.	Description	
1	Tender No.	UGVCL/SP/III/1090/TMR Book
2	Tender Item	Printing & supply of TMR Book (Triplicate Money Receipt Book) as per UGVCL's Specifications.
3	Quantity	<u>2,000 Nos.</u>
4	Estimated Cost	Rs. 2.50 Lacs
5	Tender Fees (Non Refundable)	Rs. 500 + Rs.90(18% GST) = Rs.590
6	Ernest Money Deposit Amount	1% of Estimated value item.(Rs.2500)
7	Last Date of Time of receipt of tender by RPAD / Speed Post	18:00 Hrs. of Date 07.10.2021
8	Date & Time of Opening of the tender in the office of CE (P), UGVCL, Mehsana	12:00 Hrs. of Date 08.10.2021

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

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IMPORTANT:

Tender fee will be accepted by CASH (at UGVCL Corporate office, Visnagar Road, Mehsana Cash Counter) / Demand Draft drawn on any Scheduled / Nationalized Bank situated at Mehsana. drawn in favor of “Uttar Gujarat Vij Co. Ltd.” (Cheques will not be accepted). Tenders submitted without tender fee will not be accepted.

Earnest Money Deposit is to be paid as per Cl.No.8 of commercial terms and conditions.

Original Money Receipt / D.D. for payment of tender fee & EMD Demand Draft / B.G. must be placed in the cover super scribing “Tender fee & EMD” along with requisite documents as mentioned in the EMD condition. (EMD and Tender Fee cover should be kept as separate enclosure and should be submitted with Technical Bid).

The tender documents are to be submitted in two parts namely **Technical Bid and Commercial Bid (Part-I)** including commercial terms and condition with all enclosures of the tender documents and **Price Bid (Part-II)** in separate covers super scribing the respective covers accordingly along with the tender number.:

(1) TECHNICAL AND COMMERCIAL BID:

The Technical & Commercial Bid shall comprise of all the technical details of the equipments / stores / materials offered in accordance with the company’s **SPECIFICATIONS / Guaranteed technical particulars** and all the commercial terms and conditions, etc. except THE PRICE BID which should be quoted separately and should be submitted separately in the PRICE BID COVER.

Further bidders are requested to Annexure-13 in physical form with technical bid. This is mandatory.

Bidders are requested to submit details of Annexure-13 in Physical in technical stage, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.

The Technical Bid shall be opened at **12:00 Hrs. of Date 08.10.2021** in the presence of those tenderers who wish to be present. If the Authorized Representative is likely to be present then he must submit the authorization letter of the representing company at time of opening of Bids and this is compulsory. **Only One Authorized Representative is allowed.**

Signature of Tenderer:		Company’s Round Seal:
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Please note that the required documents should be invariably submitted with tender copy. And tender without documents is liable to be ignored.

(2) PRICE BID:

The Price Bid must be submitted strictly as per **Schedule - “B”** and shall be submitted in the separate envelope (duly sealed) super scribed for tender No. UGVCL/SP/III/1090/TMR Book. “PRICE BID” shall be submitted simultaneously with the Technical Bid. The time and date of opening of the Price Bid shall be determined by the UGVCL and communicated to the tendering firms after technical bids are analyzed and the intimation will be sent only to the technically accepted tenders.









The “TECHNICAL” and “PRICE” Bids shall contain adequate cross-reference wherever necessary to ensure clear and proper co-relation of the two bids without ambiguities whatsoever.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Chief Engr. (P) UGVCL, Corporate office, Visnagar Road, Mehsana -384001

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

Chief Engineer (P)
UGVCL : RO : Mehsana

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

-  **Schedule “A”**
-  **Technical Specifications**
-  **Commercial Terms & Conditions**
-  **Purchase Agreement**
-  **Schedule-B (Price-Bid)**
-  **Check List**
-  **Bank Details**
-  **Conflict of interest**

To view the PDF file please use “Acrobat Reader” software which can be downloaded from “Adobe “website.

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SCHEDULE - 'A'

<u>Sr. No.</u>	<u>Description of material</u>	<u>Tender Quantity</u>	<u>Estimated Cost</u>
1	Printing & supply of TMR Book (Triplicate Money Receipt Book) as per UGVCL's Specifications.	2,000 Nos. of Book	Rs. 2.50 Lacs

Note : Bidders are requested to quote the price considering as per Technical Specification of the TMR Book as per the price bid format (i.e.Schedule - "B") of tender commercial terms & conditions.

NOTE: IMPORTANT

1.	The quantity to be purchased will be decided by UGVCL. The UGVCL reserve the right to reduce / enhance the tender quantity as per their requirement at the time of finalization of the tender.
2.	Seal and signature at respective Annexure of tender enquiry viz." important Instruction" is MUST. The conditional tender will not be acceptable.
3.	EMD COVER MUST CONTAIN THE FOLLOWING :

for exemption in Payment of EMD (Please refer Caluse No:-08 of Commercial Terms & Condition) :

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

3.1	Details and document as per clause No. 8 (commercial terms and conditions) of the tender for EMD requirement.
3.2	List of Order executed in last three years (including supplied made to GUVNL & / or their any subsidiary company) for the tender Items. Please attach Order copies.
3.3	Vendor registration certificate is not necessary for tendered Item/s.

The bidder has to submit the abstract of EMD paid item wise in the following format on their letter pad invariably, without which, their offer is liable for rejection.(Further Refer Clause No.8 of Commercial Terms and Conditions.)

Sr. No.	Name of Item	Estimated cost in Lacs	EMD Amount for MSME Units in Rs.	EMD Amount for Non-MSME units in Rs.
1	Printing & supply of TMR Book (Triplicate Money Receipt Book) as per UGVCL's Specifications.	2.50		

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

Samples : Bidder should submit the samples for tendered item as per technical specification and requirement & it will be tested at ATIRA/Third Party Lab as decided by UGVCL for testing the quality of paper and further evolution of tender.

Bidders are requested to collect the specimen copy of TMR Book prior to submission of Bid.

The bid submitted without sample/s of offered / tender item shall be rejected out rightly (at UGVCL discretion) without entering in to correspondence thereof.

Note : The successful bidder has to provide / print the “ CIN - U40102GJ2003SGC042906 “ as per our requirement.

4.	A bid will be rejected, if quantity offered will be less than the tender quantity (i.e. Schedule-A above). Bidder has to offer the full tender quantity.												
5.	<p><u>Minimum Tender Quantity to be Offered / Quoted:-</u> <u>Please Refer the clause No.66 of Commercial Terms And Conditions.</u></p> <ul style="list-style-type: none"> All the bidders shall have to offer Item wise minimum quantity, shown in the Table of the clause No.66 considering item wise cost of the Tender. The Bidder, who submits their Bid for a minimum quantity, as specified in the said clause, for which the firm participated, shall only be considered for price evaluation for a particular item. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Sr. No.</th> <th rowspan="2" style="text-align: center;">Item</th> <th colspan="2" style="text-align: center;">Minimum Quantity to be offered by</th> </tr> <tr> <th style="text-align: center;">For MSME Bidders</th> <th style="text-align: center;">For Non-MSME Bidders</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Printing & supply of TMR Book (Triplicate Money Receipt Book) as per UGVCL's Specifications.</td> <td style="text-align: center;">2,000 Nos. of Books</td> <td style="text-align: center;">2,000 Nos. of Books</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Company shall not consider the Bid of any firm, who quotes for lesser quantity than the minimum quantity mentioned in the Tender document. 			Sr. No.	Item	Minimum Quantity to be offered by		For MSME Bidders	For Non-MSME Bidders	1	Printing & supply of TMR Book (Triplicate Money Receipt Book) as per UGVCL's Specifications.	2,000 Nos. of Books	2,000 Nos. of Books
Sr. No.	Item	Minimum Quantity to be offered by											
		For MSME Bidders	For Non-MSME Bidders										
1	Printing & supply of TMR Book (Triplicate Money Receipt Book) as per UGVCL's Specifications.	2,000 Nos. of Books	2,000 Nos. of Books										
6.	<p>DELIVERY PERIOD : The delivery period of the material against this tender shall be completed within 2 (Two) months from the date of receipt of order (A/T). Approval of artwork is to be completed within 15 (fifteen) days from the date of LOA (letter of acceptance). Delivery shall be made at our Regional Store Office, Visnagar Road, Mehsana</p>												
7.	<p>Guarantee : If the stationery found defective due to bad design or workmanship, the same should be replaced by you free of charge within 12 months of their receipt at site.</p>												

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	You will be responsible for the proper performance of the stationery for the respective guarantee period.
8.	In case UGVCL finds that there is an attempt of cartel in the prices, UGVCL reserves the right to consider or reject any or all the parties offer without assigning any reason thereof.
9.	<u>Security Deposit [Performance Guarantee against Execution Period] :</u> The Security Deposit is applicable as per Clause No.09 of the commercial terms & conditions, however the same be considered at 3 % for small, cottage & tiny industrial units of Gujarat State registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO/NSIC/DGS&D registration certificate for the item under tender. “NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE.”
10.	Following clause/s of tender commercial terms and conditions may please be considered (not applicable) as deleted for this tender. <ul style="list-style-type: none"> ☞ Clause No.1: Vendor Registration ☞ Clause No.5: Quantity Distribution ☞ Clause No. 30: Test Certificates ☞ Clause No. 31: Type Tests ☞ Clause No. 42: Performance Guarantee (PG) (To Cover Warranty/Guarantee Period) ☞ Clause No.59: Quantity Tolerance ☞ Clause No.66 : Minimum Tendering Quantity
11.	SUBMISSION OF OFFER : The firm having single legal entity and having two or more works / factory and submit offers from two or more different works / factory, the UGVCL will consider only one lowest offer for allocation of quantity.
12.	If bidders (1) Women Proprietor or (2) All partners are women ,in case of partnership firm or (3) All share holders are women, in case of company, they should send details of this on their letter pad with supporting documents in technical bid.
13.	All Bidders must inform their GSTIN no at the time of payment of applicable fee.
14.	<u>Addition in relevant Clauses no.48 (AUDIT INSPECTION) of commercial Terms and Conditions is as under:</u> On receipt of material at Store, COMPANY may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier.

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	<p>COMPANY should not utilize the material until the test reports of audit sample is received.</p> <p>If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.</p> <p>In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 20%;">Default</th> <th style="width: 70%;">Penal Action</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Failure-1</td> <td>Replacement of lot</td> </tr> <tr> <td>b)</td> <td>Failure-2</td> <td>Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot.</td> </tr> <tr> <td>c)</td> <td>Failure-3</td> <td>Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot.</td> </tr> <tr> <td>d)</td> <td>Failure-4</td> <td>Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.</td> </tr> </tbody> </table> <p>Note:- The aforesaid penal action should be for a particular contract issued by a COMPANY against a particular product/rating in that contract.</p> <p>Other text matter & condition remains unchanged.</p>	Sr. No.	Default	Penal Action	a)	Failure-1	Replacement of lot	b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot.	c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot.	d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.
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15.	<p><u>Addition in relevant Clauses in the Clause no.: 9 & 42 of commercial Terms and Conditions is as under :</u></p> <p>1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-</p> <p style="margin-left: 20px;">1.1 It is allowed for distribution items only and at respective company level.</p> <p style="margin-left: 20px;">1.2 10% of the highest of the following</p> <p style="margin-left: 40px;">1.2.1 Total order(s) value of the current financial year or</p> <p style="margin-left: 40px;">1.2.2 Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period</p> <p style="margin-left: 20px;">1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.</p>															

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	<p>1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.</p> <p>1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</p> <p>1.6 The vendor have to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.</p> <p>Other text matter & condition of 9 & 42 of commercial Terms and Conditions remains unchanged.</p>
16.	<p><u>Clause no.19.2 : REPEAT/ADDITIONAL ORDERS of commercial Terms and Conditions of tender is substituted as under :</u></p> <p>The Company should exercise their right to place repeat orders/ additional orders in case of exigency only. The reason for exigency shall be appropriately recorded.</p> <p>Other text matter & condition of CLAUSE No. 19 remains unchanged.</p>
17.	<p><u>The Levy of Security Deposit/Performance Guarantee towards execution period/Warranty Period Shown in the Clause no.: 9 & 42 of commercial Terms and Conditions is modified as under;</u></p> <p><u>SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:</u> Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.</p> <p>◆ Item wise applicable Security Deposit / Performance Guarantee is as under : <u>Item wise Security Deposit / Performance Guarantee</u></p> <p>1. Distribution Transformers (All types), Meters of all types, Conductors, Cables, Insulators, Steel items, Kit-Kat Fuses, L.T. Dist. Boxes, Transformer Oil, Line Hardware, PVC Pipes and other items related to Distribution System :</p> <p>1.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period and,</p> <p>1.2 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee Period.</p> <p>2. Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates:</p> <p>2.1 5% of the Contract Value i.e. on End Cost in the form of Demand</p>

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	<p>Draft / Bank Guarantee to cover execution period.</p> <p>2.2 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.</p> <p>3. Items related to Transmission, Generation :</p> <p>3.1 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover execution period.</p> <p>3.2 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.</p> <p>4. Performance Guarantee shall be considered as per Tender terms.</p> <p>5. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.</p> <p>5.1 Wherever, the rate of Security Deposit & Performance Bank Guarantee of 5% is stipulated in the Purchase Policy, the same be considered as 3% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 5%.</p> <p>5.2 Wherever the rate of Security Deposit & Performance Bank Guarantee of 10% is stipulated in the Purchase Policy, the same be considered as 4% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 10%.</p> <p>6. Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.</p>
18.	<p><u>Please read condition for Annexure-13 of commercial terms & Conditions as under :</u></p> <p>Bidders are requested to submit <u>Revised Annexure-13</u> in technical stage of tender <u>and this is mandatory</u>. If bidder does not submit the <u>Revised Annexure-13</u>, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.</p> <p style="text-align: center;">REVISED ANNEXURE - 13</p> <p>(To be submitted in online mode)</p> <p>(UNDERTAKING IN REGARD TO QUOTED PRICE)</p>

Signature of Tenderer:		
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	<p>(All bidders will have to furnish the following undertaking duly filled in, for all the quoted item/s of the tender along with online Technical)</p> <p>We accept and undertake that UGVCL is authorized to place LOA/Purchase Order at lower '<u>unit ex- works price with GST on ex-works price</u>' than the'<u>unit ex-works price with GST on ex-works price</u>' quoted/offered by us in the present tender of UGVCL for tendered item/(s) with similar specifications as per the above tender of UGVCL, which is quoted/offered to other subsidiary company of GUVNL, during the period of past 30 days from last date of submission of this tender to next 30 days after the last date of submission of bid of this tender by UGVCL.</p> <p>We also understand that LOA /Purchase Order placed by one Subsidiaries of GUVNL on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender by other Subsidiaries of GUVNL, If it is not within period mentioned above.</p> <p><input checked="" type="checkbox"/> I/We accepts above undertaking.</p> <p>-----</p> <p>Check box: To be confirmed by the bidder. If not checked, the supplier will not able to submit his bid online mode. The system shall give pop up message to supplier that in the event of non-checking of above box, he will not able to submit his bid.</p>
19.	<p>This is to clarify that in case of any discrepancy between schedule - A and any other tender documents, the clarifications given in schedule-A shall be applicable for this tender and the tender shall be evaluated in line with the relevant clause of schedule-A.</p>
20	<p><u>Para 1,2 & 3 of Clause no.23.1 & Clause no.23.2 in Clause No. 23 (PENALTY FOR LATE DELIVERY) of commercial Terms and Conditions and previous amendment is modified as under:</u></p> <p>23.1 In case of supply, Penalty shall be @ 0.5% per Week or part thereof plus GST and cess as applicable on delayed portion subject to maximum 10% plus GST and cess as applicable of the delayed portion order value (End cost including GST and cess as applicable), date of actual receipt of material at store shall be considered.</p> <p>whereas in case of Projects, the ceiling shall be with reference to total contract value including GST and Cess as applicable of the project (Supply + Erection + Civil).For calculating the delay portion, date of actual receipt of material at store shall be considered.</p> <p>Moreover, in case of supply is delayed more than seven months, company may initiate actions for stop deal/ Black List along with risk purchase.</p> <p>In o in order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at</p>

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	<p>respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST and cess as applicable as applicable, maximum up to 3% plus GST and cess as applicable of the Dispatch Instructions consignment value.</p> <p style="padding-left: 40px;">For GSECL & GETCO looking to the nature of products / materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.</p> <p><i>23.2 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the Dispatch Instructions are already issued, the Supplier shall deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST and cess as applicable, maximum up to 3% plus GST and cess as applicable of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill / Courier Receipt shall be considered as date of delivery.</i></p> <p>Other text matter & condition of Clause no. 23 remains unchanged.</p>
21	<p><u>Clause No. 24 (Penalty on rejected Materials during testing) of commercial Terms and Conditions is substituted by the following clause.</u></p> <p><i>The representative of the Company may pick up samples from the lots supplied by the Supplier at the Stores of the Company at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the Company at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the Company as per relevant ISS/BIS/ Company's specifications. The test results will be binding on the suppliers and Company in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the materials then in that case for whole of the rejected lot, Company will deduct maximum up to 30% (Thirty) plus GST and cess as applicable of the End Cost Price. If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price plus GST and cess as applicable ,and all these will be binding on the supplier.</i></p>
22	<p><u>REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u></p> <p style="padding-left: 40px;">I. <i>Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</i></p>

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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	<p>II. <i>"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p>III. <i>"Bidder from a country which shares a land border with India" for the purpose of this Order means: -</i></p> <ul style="list-style-type: none"> a) <i>An entity incorporated, established or registered in such a country; or</i> b) <i>A subsidiary of an entity incorporated, established or registered in such a country; or</i> c) <i>An entity substantially controlled through entities incorporated, established or registered in such a country; or</i> d) <i>An entity whose beneficial owner is situated in such a country; or</i> e) <i>An Indian (or other) agent of such an entity; or</i> f) <i>A natural person who is a citizen of such a country; or</i> g) <i>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</i> <p>IV. <i>The beneficial owner for the purpose of (iii) above will be as under:</i></p> <ul style="list-style-type: none"> 1. <i>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</i> <i>Explanation-</i> <ul style="list-style-type: none"> a. <i>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</i> b. <i>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</i> 2. <i>In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</i> 3. <i>In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</i>
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Signature of Tenderer:		
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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

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

CERTIFICATE - M

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

Subject: Supply of _____

Reference: Tender enquiry No.: UGVCL/ /
Due on date: / / 2020.

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

OR

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

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

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

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

Signature of Tenderer: _____		
Date: _____	Place: _____	
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manufacture of related group of item.

Note for clause no. 4.9.3 & 4.9.4: In view of Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020 and subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (pt. IV) dated 6th August, 2020, only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid from 1st April 2021.

Existing clause No. 4.17.9 shall be substituted by following clause.

4.17.9 The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

Note for clause no. 4.17.9: In view of Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020 and subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (pt. IV) dated 6th August, 2020, only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid from 1st April 2021.

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

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CHECK LIST

(THIS IS MANDATORY)

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

Sr. No.	Documents in following order to be attach	Bidder's comment	Page no. from/to
<u>Tender Documents with duly signed and sealed</u>			
1.	Schedule-A of Tender duly signed and sealed	Yes / No	
2.	Commercial terms and condition with duly signed and sealed	Yes / No	
3.	Annexure-1 with duly filled and signed.	Yes / No	
4.	Annexure-2 with duly filled and signed.	Yes / No	
5.	Annexure-3 with duly filled and signed	Yes / No	
6.	Annexure-4 with duly filled and signed.	Yes / No	
7.	Annexure-5 with duly filled and signed	Yes / No	
8.	Annexure-6 with duly filled and signed.	Yes / No	
9.	Annexure-7 with duly filled and signed	Yes / No	
10.	Annexure-8 with duly filled and signed.	Yes / No	
11.	Annexure-9 with duly filled and signed.	Yes / No	
12.	Annexure-10 with duly filled and signed.	Yes / No	
13.	Annexure-11 with duly filled and signed.	Yes / No	
14.	Annexure-12 with duly filled and signed.	Yes / No	
15.	Annexure-13 with duly filled and signed.	Yes / No	
16.	Annexure-14 with duly filled and signed.	Yes / No	
17.	Certificate-A on firms Letter head	Yes / No	
18.	Notarized copy of power of Attorney in favour of a person authorized to sign tender documents	Yes / No	
19.	Important Instruction with duly signed and sealed	Yes / No	
20.	GTP & Technical Specification of tender with duly signed and seal	Yes / No	
21.	All Amendment in ascending Order with duly signed and sealed. (if any)	Yes / No	
<u>Certificates</u>			
22.	ISO Certificate (if register)	Yes / No	
23.	Sales Tax Registration Certificate	Yes / No	
24.	GST Registration Certificate	Yes / No	
25.	Factory License	Yes / No	
26.	Import-Export Code Certificate (if register)	Yes / No	
27.	Photocopy of PAN Card	Yes / No	
28.	Notarized Copy of BIS License	Yes / No	
29.	BEE Certificate	Yes / No	
30.	Notarize copy of Type test for all tender Item	Yes / No	
<u>Additional Details on Firms letter Head</u>			
31.	List of Partners/Directors	Yes / No	
32.	List of Required machinery for manufacture Tendered Item	Yes / No	
33.	List of Testing Facility	Yes / No	
34.	Audited annual A/c of last 3 years	Yes / No	
35.	Quality Assurance Plan	Yes / No	

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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36.	Yearly Production Capacity of each Tendered Item	Yes / No	
37.	Notarized true copy of Orders Executed in GUVNL and their subsidiary companies, i.e. PGVCL/MGVCL/UGVCL/DGVCL/GETCO/GSECL.	Yes / No	

Signature of Tenderer:

Date:

Place:

Company's Round Seal: