

TENDER NOTICE No. UGVCL/SP/III/1147/GPRS Modem with Software and Data Hosting

Purchase Requisition No: 501796 RFQ. No: _____ N-Procure consolidate Details

The Chief Engineer (P&P) invites **On line Tenders** for the purchase of following item/s. Tender Papers & Specifications may be **down loaded** from Web site <https://ugvcl.nprocure.com> (For view, down load and on line submission) and UGVCL web site www.ugvcl.com (For view & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. "All the relevant documents of tenders to be submitted physically will be received only by Registered Post A.D. or Speed Post super scribing tender cover by **UGVCL/SP/III/1147/GPRS Modem with Software and Data Hosting Services for five years** addressed to **The Chief Engineer (P&P), UTTAR GUJARAT VIJ COMPANY LTD., Corporate Office, Visnagar Road, Mehsana : 384 001 (NG).** **"NO COURIER SERVICE OR HAND DELIVERY"** will be allowed.

All the bidders, in respect of tender item must have vendor registration with the GUVNL or their subsidiary companies viz, GSECL/GETCO/UGVCL/PGVCL/MGVCL/DGVCL prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened. (Further Refer Clause No.1 of Commercial Terms and Conditions.)

<u>Sr. No</u>	<u>Description</u>	
1	Tender No.	<u>UGVCL/SP/III/1147/GPRS Modem with Software and Data Hosting Services for five Years</u>
2	Tender Item	Purchase of GPRS Modem as per UGVCL's tender specification covering modem supplies, application for solution engineering and integration with Data Hosting Services for Five Years
3	Quantity	400 Nos.
4	Estimated Cost	24.78 Lacs
5	Tender Fees (Non Refundable)	Rs 1000 + Rs.180 (18%GST)= Rs.1180
6	Ernest Money Deposit Amount in Rs.	For MSME Rs.
		For non MSME Rs.
		15,000/-
		20,000/-
7	Online Preliminary, Technical & Price bid i.e. On line(e-tendering) tender/offer submission last date (This is mandatory)	18.08.2022 up to 18.00 Hrs.
8	Relevant documents & Samples (By Registered Post A.D. or Speed Post only) Physically submission date	On or before date 22.08.2022 up to 18:00 Hrs.
9	Date of opening of Tender Fee & EMD Cover Documents Physical as well as online	23.08.2022 at 12:00 Hrs.

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

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10	Date of opening of Technical Bid Physical as well as online	24.08.2022 at 12:30 Hrs.
11	Date of On line Opening of Price Bid (Tentative, if possible)	01.09.2022 at 12:00 Hrs.

- UGVCL GSTIN No. is 24AAACU6551F1ZI
- Every Bidder has to inform their GSTIN No. at the time of payment of applicable fees.

IMPORTANT:

(a) All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(b) Any deviation found in Data/Details/Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vender Registration, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

Further bidders are requested to submit price - bid (Schedule - B) and Annexure-13 on-line only and not to submit the price bid and Annexure-13 in physical form. This is mandatory. If price bid and Annexure-13 is submitted in physical form, same will not be opened and only on -line submitted price bid and Annexure-13 will be considered for evaluation.

Bidders are requested to submit details of Annexure-13 in online in technical stage and this is mandatory. In case of on line Annexure-13, if bidder does not provide the details of prices in case of non confirmation of part [A] and /or non acceptance of part [C] of Annexure-13, 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.

Remarks for Price Bid: -

Applicable GST rates needs to be mentioned in Column no. 6 (Applicable GST rate) of price bid and in case of bidders opting for composition scheme, "C" shall be mentioned and amount (in Rs.) shall be "0"(Zero) in column no. 12 (Unit GST in Rs.) in online price bid.

(c) It is mandatory for all the bidders to submit their tender documents by both forms viz. on-line (e-tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

Note:-Bidders should be in touch with websites <https://ugvcl.nprocure.com> & www.ugvcl.com for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.

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Any technical questions , information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (P) ,Uttar Gujarat Vij Company Ltd. Regd. & Corporate Office , Visnagar Road Mehsana -384001

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

Chief Engineer (P&P)
UGVCL: RO: Mehsana

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

- ☞ Schedule 'A'
- ☞ Technical Specifications
- ☞ Commercial Terms & Conditions
- ☞ Purchase Agreement
- ☞ Check list
- ☞ New Annexure for Conflict of Interest
- ☞ Declaration for Authorized Person
- ☞ EMD format
- ☞ New BG format

NOTE:

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) code solutions-A division of GNFC Ltd.,

403, GNFC Infotower, S.G. Road, Bodakdev

Ahmedabad - 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: nproucre@gnvfc.net

Other terms & conditions are as per tender documents

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SCHEDULE - 'A'

<u>Sr. No.</u>	<u>Description of material</u>	<u>Tender Quantity</u>	<u>Delivery Schedule</u>
1.	Supply of GPRS Modem as per UGVCL's tender specification covering modem supplies, application for solution engineering and integration	400 Nos.	The delivery of material shall be completed within 03 (Three) months, in equal monthly basis after a commencement period of 45 days from the date of receipt of Letter of Acceptance (LOA).
2	Data Hosting Service with adequate bandwidth for five years	400 Nos.	

Note: The price quoted under Data Hosting Services should not be less than 60% of the cost of Modem bided by the bidder. The evaluation of the price will be done at total cost level including price quoted by bidder for above two items.

It is mandatory for bidder to quote for above all the items separately as per above conditions strictly, otherwise their bid should not be considered for further elevation. The evaluation will be carried on total estimated cost of all items (i.e. Sum of 1+2) as per price bid.

It is to clarify that in case of any discrepancy between physical annexure/documents and online annexure/documents then on-line data will be considered as final data for tender evaluation & competition.

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.

NOTE: IMPORTANT

1	The quantity to be purchased will be decided by UGVCL. The UGVCL reserve the right to reduce the tender quantity as per their requirement at the time of finalization of the tender.
2	Seal and signature at Annexure - "important Instruction "is MUST.
3	EMD COVER MUST CONTAIN THE FOLLOWING : (Please refer Clause No.8 of Commercial Terms and Conditions) (Demand Draft/ Bankers Cheque should be in the name of "Uttar Gujarat Vij Company Limited.", Payable at Mehsana.)

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.

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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.			
3.3	The bidders have to submit valid vendor registration certificate of tender item/s issued by GUVNL or their any subsidiary company viz. MGVCCL/DGVCL/UGVCL/PGVCL/GETCO/GSECL. (Further Refer Clause No.1 of Commercial Terms and Conditions.)			
3.4	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.
	1	GPRS Modem with Software with Data Hosting Services for Five Years	24.78 Lacs	EMD Amount for Non-MSME units in Rs.
3.5	All Bidders must inform their GSTIN number at the time of payment of applicable fee. It should be enclosed in the EMD/Tender fee cover.			
3.6	A Check list to be submitted with Physical Bid by the bidder in cover of Tender Fee, EMD Documents and vendor registration in EMD cover as per attach format.			

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

4	If the physical documents of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even of successful submission of On Line Tender.			
5	<u>Minimum Tender Quantity to be Offered / Quoted:-</u>			
	<u>Please Refer the clause No.67 of Commercial Terms And Conditions.</u>			
	<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.67 considering item wise cost of the Tender. The Bidder, who submits their Bid for a minimum quantity, as specified in the said clause, for which the firm participated, shall only be considered for price evaluation for a particular item. 			
	Sr. No.	Item	Minimum Quantity to be offered by	
			For MSME Bidders	For Non-MSME Bidders
	1	GPRS Modem with Software with Data Hosting Services for Five Years	400 Nos.	400 Nos.

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	<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. <u>For getting benefit of above relaxation, Bidders [i.e. Micro & Small Scale Industries (SSI) Bidders only] shall have to submit Notarized copy of either certificate/acknowledgement of UDYAM Registration of SSI unit or valid NSIC certificate indicating MICRO AND SSI category of the firm. This certificate should also indicate the manufacture of items offered. This certificate is to be submitted in physical form seal cover in “EMD Cover Documents”.</u> <u>Bidders [i.e. Micro, Small & Medium Enterprise Bidders only are also requested to note that in the absence of above mentioned documents, no relaxation will be given for minimum tender quantity criteria and offer will be rejected out rightly without any correspondence.</u> <u>Other condition of the clause 66 of Commercial Terms & Condition of tender remains unchanged.</u> <u>If the bidder quotes for less than the above minimum tendering quantity for quoting item of tender as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender then the offer will not be considered for evaluation and offer will be ignored out rightly without any communication in the matter and any further requests after opening of the tender will also be ignored. This should be taken care of.</u>
6	<p>The bidders are advised to submit their bids by on line through our service provider M/s (n) Code Solutions before one day of the due date to avoid complication / dispute at later stage.</p>
7	<p><u>DELIVERY PERIOD:</u> <u>The delivery of material shall be completed within 03 (Three) months, in equal monthly basis after a commencement period of 45 days from the date of receipt of Letter of Acceptance (LOA). However, early delivery will be acceptable if required by UGVCL. and as per the last Para of clause no. 20 “DELIVERY SCHEDULE OF UGVCL” of tendered commercial terms and conditions.</u> <u>Further in commencement period, formalities related to getting approval of drawing, Type test & proto sample etc. if applicable shall have to be completed.</u> <u>However, if UGVCL require earlier delivery; the same should be delivered as per requirement.</u> <u>The successful bidder/s has to submit drawings & Proto inspection offer 21 days & 10 days respectively prior to date of completion of commencement period.</u> <u>UGVCL may short close the orders in case of various reasons Viz. changes in Budgetary Provision, Amendment in Indian Standard, policy change by Central/State Govt., if beneficiary not available etc.</u></p>

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	<p>(1) The Bank Guarantee towards execution of contract (i.e. Deposit) must be invariably submitted within 15 days from the date of receipt of LOA to UGVCL.</p> <p>(2) To execute Purchase Agreement at UGVCL, as per clause no.: 70 of tendered commercial terms and conditions immediately on payments of Security deposit in UGVCL. The specific purchase order (A/T) shall be issued by UGVCL for allocated quantities and specified rates and covering other terms and conditions of tender.</p> <p>Further in commencement period, formalities related to getting approval of drawing, Type test & proto sample etc. if applicable shall have to be completed.</p> <p>Delivery Deferment:-</p> <p>In case of deferment in delivery, supplier should be intimated in writing well before two months.</p>
<p>8</p>	<p><u>Guarantee :</u></p> <p>If the goods, stores and equipments found defective due to bad design or workmanship or not compatible with application of solution engineering and integration the same should be repaired or replaced by you free of charge if reported within 66 months of their receipt at site or 60 months from the date of commissioning of equipments whichever is earlier.</p> <p>You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.</p> <p>After intimation from the any UGVCL offices regarding collection of defective purchase items, same are to be collected within fifteen days invariably.</p> <p>If defective purchase items are not replaced / repaired within one month from the date of the receipt of the intimation, UGVCL shall recover an equivalent amount of purchase item plus 15% supervision charges from any of the bills.</p>
<p>9</p>	<p><u>Important Instruction to Bidder regarding testing of Material after Post dispatch.</u></p> <p>“The material has to be dispatched by the supplier after due successful inspection by UGVCL’s representative at Party’s works, as per Dispatch Instruction. On receipt of the material at Regional Store/Divisional Store, the sample/s will be selected randomly from respective store/s as per Dispatch Instruction. UGVCL reserves the right to decide nos. of samples to be selected under Audit inspection clause no.49 of Commercial Terms and conditions. Selected sample/s will be tested for the tests (Decided by UGVCL) at ERDA-Narol or equivalent any third party laboratory (Decided by UGVCL) for quality check in presence of representatives of supplier and UGVCL’s officer.</p> <ul style="list-style-type: none"> • The result of the such tests will be binding to supplier. • If authorized representative does not remain present to witness the testing, sample/s will be tested at laboratory (Decided by UGVCL) at ERDA-Narol or equivalent any third party laboratory (Decided by UGVCL) in absence of

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	<p>representative of supplier.”</p> <p>However all other terms of the Clause No. 49 of Commercial terms & Condition will remain unchanged.</p>
10	<p><u>QUALITY ASSURANCE PLAN</u></p> <p>The supplier shall invariably furnish the following information along with his offer, failing which his offer shall be liable for rejection.</p> <p>a) Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in the presence of supplier’s representative and copies of test certificate.</p> <p>b) Information and copies of test certificates in respect of bought out material.</p> <p>c) List of manufacturing facilities available.</p> <p>d) Level of automation achieved and list of areas where manual processing exists.</p> <p>e) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test and inspection.</p> <p>f) List of testing equipments available with the supplier for final testing of item and test plant limitation if any vis-à-vis the type, special acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviation from specified test requirements.</p> <p><u>INSPECTION, TESTING & CHECKING BEFORE DISPATCH:</u></p> <p>All the tests and inspection shall be carried out at the works of manufacturer unless otherwise specifically agreed upon by the bidder and purchaser at the time of purchase. The bidder shall provide all reasonable facilities to the inspecting officer(s) without charges.</p> <ol style="list-style-type: none"> 1. The inspection may be carried out by the purchaser at any stage of manufacture/before dispatch as per relevant standard. 2. Inspection and acceptance of any material under the specification by the purchaser shall not relieve the bidder from his obligation of furnishing material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective. 3. The bidder shall keep the purchaser informed in advance, about manufacturing program so that arrangements can be made for inspection.
11	<p>List of Order executed in last three years (including supplied made to GUVNL & / or their any subsidiary company) for the tender Items shall have to be enclosed in technical bid to decide the status of your firm. Please attach Order copies.</p>
12	<p>Tenderer has to ensure that the offered quantity as per clause no: 67 of commercial terms and condition of tender of each item should be commensurate with the UGVCL’s delivery schedule otherwise, offer is liable to be rejected out rightly. The quantity to be purchased will be decided by UGVCL.</p>

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13	<p><u>ISI MARKING (if Applicable) :</u></p> <p>“The material supplied shall be confirming to Indian Standard Specification and also with ISI marking and even after inspection of the lot, if the materials received at site is found without ISI marking, the lot shall be rejected and no further correspondence shall be entertained in this regard.”</p>
14	<p>Bidders are requested to submit the type test report/s as per requirement of specification of tender, <u>duly notarized</u> along with the bid.</p>
15	<p>A Check List to be submitted with Physical Bid by the bidder in cover of Tender fee, EMD Documents and vendor registration. Documents submitted in technical bid should be as per order of Technical checklist. This is mandatory.</p>
16	<p>Bidder are hereby informed that only their employee authorized in writing will only be allowed as their “Authorized Representative” for all purpose to deal with UGVCL in respect of this tender.</p>
17	<p>Following clause/s of tender commercial terms and conditions may please be considered (not applicable) as deleted for this tender. Clause No.5.1 Quantity Distribution Clause No.59 (Quantity Tolerance)</p>
18	<p>Modem Manufacturer, meter OEMs or RAPDRP empanelled SIs may also bid however, they have supplied tender item elsewhere and its performance certificate to be submitted.</p>
19	<p><u>Samples</u> : Bidder should submit five nos. of sample of GPRS Modem as per specification and requirement along with covering letter mentioning complete details of samples <u>on or before scheduled date and time of submission of physical bid to following address only</u></p> <p>☞ <u>The Dy. Engineer, Regional Store Office, UGVCL, Visnagar Road, Mehsana</u></p> <p>The bid submitted without sample/s of offered / tender item shall be rejected out rightly (at UGVCL discretion) without entering in to correspondence thereof.</p> <p><u>Further the samples will be tested /verified as per tender requirement.</u></p> <p>The samples submitted by bidders, subsequently examine by our IT/EMC section & approval thereof be one of the criteria for deciding the technical acceptability.</p>
20	<p>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.</p>
21	<p>Cartel:-</p> <p>If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the</p>

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	<p>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 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.</p> <p>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.</p>
22	<p>The Prices for supply part shall be strictly as per UGVCL online price bid format. No additional Charges / taxes shall be given.</p>
23	<p>A Check List to be submitted with Physical Bid by the bidder in cover of Tender fee, EMD Documents and vendor registration. Documents submitted in technical bid should be as per order of Technical check list. This is mandatory.</p>
24	<p>Since there is no option in on line system to attach the PDF/scanned copy of documents as stated in Annexure-11 of commercial terms and condition, physical documents submitted by bidders will be considered for evaluation of tender.</p> <p><u>This is to clarify that it is mandatory for all bidders to submit their tender documents in both form viz. online as well as physical, except Annexure-13 & Price Bid.</u></p> <p>All the Tender document submit only physically not attaché in on-line.</p>
25	<p>All bidders are hereby informed that any query regarding tender specifications/tender terms and conditions should reach this office on or before 2 days of On line(e-tendering)tender/offer submission last date.Any query thereafter from any bidder shall be ignored and the interpretation of UGVCL shall be abide to the participating bidders.</p>
26	<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>
27	<p><u>Addition in relevant Clauses of DELIVERY PERIOD of the tender notice Schedule-A and commercial Terms and Conditions of tender is as under:</u></p> <p>The successful bidder/s has to submit drawings & Proto inspection offer 21 days & 10 days respectively prior to date of completion of commencement period.</p> <p>UGVCL may short close the orders in case of various reasons Viz. changes in Budgetary Provision, Amendment in Indian Standard, policy change by Central/State Govt., if beneficiary not available etc.</p> <p>Other text matter & condition remains unchanged.</p>

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28	<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></p> <p>Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.</p> <p>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 below Clause.</p> <p>It should be valid till the completion of Guarantee/Warrantee period including additional one month.</p> <p>However, in case of delay in execution/delivery extension of Purchase order, the supplier shall have to extend such Bank Guarantee accordingly</p> <p>◆ Item wise applicable Security Deposit / Performance Guarantee is as under :</p> <p style="text-align: center;"><u>Item wise Security Deposit / Performance Guarantee</u></p> <ol style="list-style-type: none"> 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 : <ol style="list-style-type: none"> 1.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period and, 1.2 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee Period. 2. Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates: <ol style="list-style-type: none"> 2.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period. 2.2 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period. 3. Items related to Transmission, Generation : <ol style="list-style-type: none"> 3.1 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover execution period. 3.2 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period. 4. Performance Guarantee shall be considered as per Tender terms.
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	<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 (Udyam Registration certificate) & CSPO / NSIC / DGS&D Registration Certificates.</p> <p>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>5.3 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, amended notification S.O.2347 (E) dtd.16th June-2021 and subsequent amendments ,if any issued by MSME in future : only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid From 31st March,2022 as amended by the Ministry of Micro,Small and Medium Enterprises(MSME),Govt.of India on dtd.19.1.2022.</p> <p>Whenever above clause Amended by Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi same will be applicable.</p> <p>6. Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.</p>
<p>29</p>	<p><u>Addition in relevant Clauses in the Clause no.: 9 & 42 of commercial Terms and Conditions is as under :</u></p> <p>1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-</p> <p>1.1 It is allowed for distribution items only and at respective company level.</p> <p>1.2 10% of the highest of the following</p> <p>1.2.1 Total order(s) value of the current financial year or</p> <p>1.2.2 Highest of financial year-wise, total order(s) value for which materials</p>

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	<p>are under Guarantee/ Warrantee period</p> <p>1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.</p> <p>1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.</p> <p>1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</p> <p>1.6 The vendor have to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.</p> <p>Other text matter & condition of 9 & 42 of commercial Terms and Conditions remains unchanged.</p>
<p>30</p>	<p><u>Please read condition for Annexure-13 of commercial terms & Conditions as under :</u></p> <p>Bidders are requested to submit <u>Revised Annexure-13</u> in online in technical stage of tender <u>and this is mandatory</u>. If bidder does not submit the <u>Revised Annexure-13</u>, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.</p> <p style="text-align: center;">REVISED ANNEXURE - 13 (To be submitted in online mode) (UNDERTAKING IN REGARD TO QUOTED PRICE)</p> <p>(All bidders will have to furnish the following undertaking duly filled in, for all the quoted item/s of the tender along with online Technical)</p> <p>We accept and undertake that UGVCL is authorized to place LOA/Purchase Order at lower '<u>unit ex- works price with GST on ex-works price</u>' than the '<u>unit ex-works price with GST on ex-works price</u>' quoted/offered by us in the present tender of UGVCL for tendered item/(s) with similar specifications as per the above tender of UGVCL, which is quoted/offered to other subsidiary company of GUVNL, during the period of past 30 days from last date of submission of this tender to next 30 days after the last date of submission of bid of this tender by UGVCL.</p> <p>We also understand that LOA /Purchase Order placed by one Subsidiaries of GUVNL on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender by other Subsidiaries of GUVNL, If it is not within period mentioned above.</p>

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	<p><input checked="" type="checkbox"/> I/We accepts above undertaking.</p> <p>-----</p> <p>Check box: To be confirmed by the bidder in ONLINE mode. If not checked, the supplier will not able to submit his bid online mode. The system shall give pop up message to supplier that in the event of non-checking of above box, he will not able to submit his bid.</p>						
31	<p><u>Addition in relevant Clauses of DELIVERY PERIOD of the tender notice Schedule-A and commercial Terms and Conditions of tender is as under:</u></p> <p>DELIVERY DEFERMENT In case of deferment in delivery, supplier should be intimated in writing well before two months. Other text matter & condition of above clause remains unchanged.</p>						
32	<p><u>Last Para of Clause no.50 : TERMINATION OF CONTRACT of commercial Terms and Conditions of tender is replaced as under :</u></p> <p>Further, “COMPANY reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of <u>TWO month</u> from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract. Other text matter & condition of CLAUSE No. 50 remains unchanged.</p>						
33	<p>If any receivable amount by any GUVNL group company /ies is required to be recovered from payable amount to supplier/contractor, then it will be recovered by any group company on receipt of written intimation from respective group company.</p>						
34	<p><u>Addition in relevant Clauses no.48 (AUDIT INSPECTION) of commercial Terms and Conditions is as under:</u></p> <p>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. COMPANY should not utilize the material until the test reports of audit sample is received. If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it. 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" data-bbox="252 1980 1497 2060"> <thead> <tr> <th data-bbox="252 1980 368 2060">Sr. No.</th> <th data-bbox="368 1980 539 2060">Default</th> <th data-bbox="539 1980 1497 2060">Penal Action</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No.	Default	Penal Action			
Sr. No.	Default	Penal Action					

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a)	Failure-1	Replacement of lot
b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot Plus GST as applicable.
c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot Plus GST as applicable.
d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot Plus GST as applicable (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.

Note:- The aforesaid penal action should be for a particular contract issued by a COMPANY against a particular product/rating in that contract.

In case of failure of material in audit testing, no further payment should be made of subsequent lots until the replaced lot confirm in audit testing. Accordingly penalty if any as per tender terms and conditions should be applicable.

Other text matter & condition remains unchanged.

35 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:

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.

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.

Moreover, in case of supply is delayed more than seven months, company may initiate actions for stop deal/ Black List along with risk purchase.

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 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

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	<p>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>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>
<p>36</p>	<p><u>SUBMISSION OF OFFER :-</u></p> <p>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.</p>
<p>37</p>	<p><u>Conflict of Interest among Bidders/ Agents:-</u></p> <p>A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <ul style="list-style-type: none"> 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

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	<p>behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/ foreign agent on behalf of only one principal. <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <p>Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.</p>
38	GST, TDS and Income Tax applicable as per rules.
39	Tenderer are requested to keep the Annexure 1 to 15 in chronological order.
40	Successful bidder will have to execute an Agreement with UGVCL on Non judicial Stamp paper of Rs.300/- duly Notarized as per agreSement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee as per tender commercial terms and condition Clause No:-70.
41	It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods & services for the ultimate benefit of the society and Nation. UGVCL management desires to have an integrity pact attached herewith to be confirmed by bidder. However this document is voluntarily and does not have any legal binding.
42	Bidders are requested to submit attached New Annexure of Conflict of Interest duly signed and sealed with complete details along with tender documents.
43	<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>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</p>

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	<p>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.</p>
44	<p>The bid which is not opened due to any reason/s in that case the same will not be returned to the bidder in any case / Circumstances, however the same shall be at the discretion of UGVCL.</p>
45	<p><u>DELAYED AND LATE TENDERS :-</u> NO TENDER AND SAMPLE SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAYED DUE TO POSTAL SERVICE OR ANY OTHER REASONS AND UGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER / SAMPLE. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.</p>
46	<p><u>Addition in relevant Clauses no.18 (PAYMENT TERMS) of commercial Terms and Conditions is as under:</u></p> <p>1. The Payment for supply of Modem will be done as per Clause No. 18 of commercial Terms and Conditions.</p> <p>2. The payment for Data Hosting Service with adequate bandwidth for five years will be made Quarterly for actual nos. of Meter data communicated to the system.</p>
47	<p><u>REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u></p> <p>I. <i>Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</i></p> <p>II. <i>"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p>III. <i>"Bidder from a country which shares a land border with India" for the purpose of this Order means: -</i></p> <p>a) <i>An entity incorporated, established or registered in such a country; or</i></p> <p>b) <i>A subsidiary of an entity incorporated, established or registered in such a country; or</i></p> <p>c) <i>An entity substantially controlled through entities incorporated, established or registered in such a country; or</i></p>

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- d) *An entity whose beneficial owner is situated in such a country; or*
- e) *An Indian (or other) agent of such an entity; or*
- f) *A natural person who is a citizen of such a country; or*
- g) *A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

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

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

Explanation-

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

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contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (Related to tenders for Works contracts, including Turnkey contracts)

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

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

CERTIFICATE - M

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

Subject: Supply of _____

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

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

OR

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

Seal of the Firm

Signature of the Authorized Representative of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

Successful Bidder/s has to submit undertaking regarding e-invoicing under Goods & Services Tax (GST) w.e.f 01st October 2020 as per below mentioned **Annexure-A (GST e-Invoicing)**.

(On Stamp Paper of Rs. 300 Duly Notarized)

Date:

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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)

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

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	<p>We further undertake that TCS certificate in Form 27D will be submitted to UGVCL within 30 days from the end of respective Quarter. In case, if we fail to pay TCS to Government Treasury within prescribed time limit or fail to file TCS returns in prescribed time limit or fail to submit the TCS certificate within 30 days from the end of quarters, UGVCL is entitled to recover the amount of TCS so collected from this contract or any other contract or from any other amount payable to us along with interest.</p> <p>Thanking You.</p> <p>For,</p> <p>(Name of Authorized Signatory)</p> <p>Designation:</p>
50	<p>EARNEST MONEY DEPOSIT: (E.M.D.) Please consider following Change in EMD Clause of Commercial Terms and Condition. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum/ 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. The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhaar Memorandum/Udyam Registration Certificate, it should indicate the manufacture of related group of item.</p> <p>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, amended notification S.O.2347 (E) dtd.16th June-2021 and subsequent amendments ,if any issued by MSME in future : only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid From 31st March,2022 as amended by the Ministry of Micro,Small and Medium Enterprises(MSME),Govt.of India on dtd.19.1.2022.</p> <p>Whenever above clause Amended by Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi same will be applicable.</p>
51.	<p>UGVCL’s Bank Details for issuance of Bank Guarantee through SFMS platform towards EMD/PBG/SD etc.</p> <p>Name of Company-Uttar Gujarat Vij Company Ltd.</p> <p>Bank Name:-Bank of Baroda</p> <p>Account Number:-01520500013524</p> <p>IFS code-BARBOMEHSAN (FIFTH letter is ZERO)</p> <p>Type of Account-Cash Credit</p>

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	<p><u>Guidelines for placing Vendors / Contractors for Purchase / Works in stop deal / banned for business dealing / black listing:-</u></p> <p>52.1 The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under:- A Firm will be placed in a Stop deal / banned for business dealing, if the Firm -</p> <p>52.1.1 Has submitted fake, false or forged documents/certificates,</p> <p>52.1.2 Has revised/withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,</p> <p>52.1.3 Has tampered with the stipulated tendering procedure.</p> <p>52.1.4 Has refused to accept Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,</p> <p>52.1.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract,</p> <p>52.1.6 Has failed to provide suitable expertise for the work as per prescheduled programme of <u>UGVCL/SP/III/1147/GPRS Modem with Software and Data Hosting Services for five Years.</u></p> <p>52.1.7 Has failed to submit all the necessary test reports / documents within time schedule / as per company's time limit as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.</p> <p>52.1.8 Has indulged in construction and erection of defective works.</p> <p>52.1.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame as specified by the company.</p> <p>52.1.10 Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has unauthorisely disposed of materials / documents/ drawings/ tools or plants or equipment supplied by the Company,</p> <p>52.1.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,</p> <p>52.1.12 Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.</p> <p>52.1.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.</p> <p>52.1.14 Has parted with, leaked or provided confidential/ proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,</p> <p>52.1.15 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and</p> <p>52.1.16 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing / black listing.</p> <p>52.2 Effect of putting a firm for Stop dealing / Banned for business dealing:-</p> <p>52.2.1 The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist. All the firms / Company where such proprietor / partners / directors involve or participating as proprietor / partners / directors, such firms /</p>
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Signature of Tenderer:		
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Company shall also be considered for stop deal / banned for business dealing / black list.

52.2.2 Once the name of the firm and / or proprietor / partners / directors of the firm appears in the list of Stop dealing / Banned for business dealing / black list in any Company of GUVNL and its Subsidiary Companies,

52.2.2.1 No enquiry shall be issued to a firm.

52.2.2.2 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

52.2.3 Action to be taken, when a firm and / or proprietor / partners / directors of the firm is put on Stop dealing / Banned for business dealing / blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-

52.2.3.1 Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid of **UGVCL/SP/III/1147/GPRS Modem with Software and Data Hosting Services for five Years.**

52.2.3.2 After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Technical Bid.

52.2.3.3 After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.

52.2.3.4 The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there a no outstanding dues recoverable from the firm.

52.2.4 If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.

52.2.5 The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.

52.2.6 When a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works / units of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies & for all Services of the Firm.

52.2.7 If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist. The Managing Director of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply, for his Company only.

52.3 Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop

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

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	dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.
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<u>INTGRITY PACT</u>			
<u>OUR ENDEAVOUR</u>			
	UGVCL's COMMITMENT		PARTY's COMMITMENT
•	To maintain the highest ethical standards in business and professional	•	Not to bring pressure recommendations from outside UGVCL to influence it decision
•	Ensure maximum transparency to the satisfaction of stakeholders	•	Not to use intimidation, there at, inducement or pressure of any kind on UGVCL or any of its employees under any circumstances
•	To ensure to fulfill the terms of agreement/cont act and to consider objectively the view point of parties	•	To be prompt and reasonable in fulfilling the co tract, agreement, legal obligations
•	To ensure regular and timely release of payment on due <i>does</i> for work done	•	To provide goods and/or service timely as per agreed quality and specification at minimum cost to UGVCL
•	To ensure that no improper demand is made by employees or by anyone on our behalf	•	To abide by the general discipline to be maintained in our dealings
•	To give maximum possible assistance to all the vendors / Suppler / Service Providers and other to enable them to complete the cont act in time	•	To be true and honest in furnishing information
•	To provide all information to supplier/contractors relating to contract/job which facilitate him to complete the contract/j b successfully in time	•	Not to divulge any information, business details available during the course of business relationship to others without written consent of UGVCL
•	To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement	•	Not to enter into carter/syndicate/understanding whether formal/non formal so as to

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

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	/contract/work order		influence the price
<p>(Seal & Signature) UGVCL's authority Signatory Name: Designation:</p>		<p>(Seal & Signature) Party's authority Signatory Name: Designation:</p>	

CHECK LIST

(THIS IS MANDATORY)

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

Sr. No.	Documents in following order to be attach	Bidder's comment	Page no. from/to
Tender Documents with duly signed and sealed			
1.	Schedule-A of Tender duly signed and sealed	Yes / No	
2.	Commercial terms and condition with duly signed and sealed	Yes / No	
3.	Annexure-1 with duly filled and signed.	Yes / No	
4.	Annexure-2 with duly filled and signed.	Yes / No	
5.	Annexure-3 with duly filled and signed	Yes / No	
6.	Annexure-4 with duly filled and signed.	Yes / No	
7.	Annexure-5 with duly filled and signed	Yes / No	
8.	Annexure-6 with duly filled and signed.	Yes / No	
9.	Annexure-7 with duly filled and signed	Yes / No	
10.	Annexure-8 with duly filled and signed.	Yes / No	
11.	Annexure-9 with duly filled and signed.	Yes / No	
12.	Annexure-10 with duly filled and signed.	Yes / No	
13.	Annexure-11 with duly filled and signed.	Yes / No	
14.	Annexure-12 with duly filled and signed.	Yes / No	
15.	Annexure-13 on line only	Yes / No	
16.	Annexure-14 with duly filled and signed.	Yes / No	
17.	Certificate-A on firms Letter head	Yes / No	
18.	Notarized copy of power of Attorney in favour of a person authorized to sign tender documents	Yes / No	
19.	Important Instruction with duly signed and sealed	Yes / No	

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

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

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