

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)

Telephone: (02762) 222080-81 Fax: (02762) 223574 **CIN – U40102GJ2003SGC042906** Website: www.ugvcl.com e-mail: eecivil@ugvcl.com

UGVCL/CIVIL/PSC POLE-8M/2022-24/275

COMMERCIAL TERMS AND CONDITIONS

- 1. The Tenderer should thoroughly read all the following clauses before submitting their tender. The copy of the Commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.
- 2. AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT) THE TENDER IS INVITED ON E-TENDERING (ON LINE) SYSTEM, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND IF ANY DEVIATION FOUND IN THE OFFER, THE TENDERS / OFFERS WILL BE OUT RIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.
 - [A] All the relevant documents as per requirement of the Tender are also to be submitted physically along with the Tender in sealed cover containing separate sealed EMD cover so as to reach on OR before due date and time mention in the tender notice. 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] If, 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. However, it is sole discretion to the company for taking final decision.

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

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

3. TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:

- [1] Good & Service Tax Registration No. Date and issuing authority.
- [2] Registration No. under shops and Establishment Act and issuing authority.
- [3] Registration No. under Micro and 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/MSME Part-II / Udyog Aadhaar Memorandum/Udyam Registration certificate) & CSPO / NSIC / DGS&D. However, only "UDYAM REGISTRATION CERTIFICATE" out of (SSI/MSME Part-II / Udyog Aadhaar Memorandum/Udyam Registration certificate) shall remain valid from

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1st April-2022 OR from the date as amended in future by the Ministry of Micro, Small and Medium Enterprise (MSME), Govt. of India.

- [4] A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details like their relationship, if any with UGVCL employee should be furnished along with the tender.
- [5] List of machinery and production capacity and Items manufactured.
- [6] List of pending orders (with orders Nos. & date) and customer's name and address and orders executed so far with other Electricity Board's / GUVNL (Formerly GEB). (Annexure-7)
- [7] Audited Accounts of last three years of the firm, as applicable.
- [8] Performance reports if any. (Annexure-9)
- [9] All the testing equipment MUST have been calibrated up to date.
- [10] The Bidder shall have to give details of his Bank Account with a duly cancelled Cheque.
- [11] Certified copy of valid factory license.

Note: Tenderer should furnish the documents and details as specified in the <u>DOCUMENTS TO</u>
BE ENCLOSED WITH VENDOR REGISTRATION FORMAT.

4. TENDER FEE:

Tender fee plus GST (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft / Banker's Cheque; otherwise offer will be **ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Uttar Gujarat Vij Company Limited"**, **Payable at Mehsana.**

The Tender Fees is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee may be refunded to bidder(s), at sole discretion of the purchaser company.

The tenderers can pay the tender fee in CASH at, "Uttar Gujarat Vij Company Limited (UGVCL), Corporate office, Visnagar Road, Mehsana-384 001, Cash counter during working day between 11.00 A.M. to 02.00 P.M. and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and enclose the copy of Money receipt in the EMD cover.

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

5. EARNEST MONEY DEPOSIT: (E.M.D.)

Tenderer has to pay EMD as mentioned in the tender notice. The EMD is payable by Demand Draft / Banker's Cheque in favour of the Uttar Gujarat Vij Company Limited, Mehsana of any Scheduled / Nationalized Banks. It can also be furnished by way of an irrecoverable Bank

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Guarantee from any nationalized Bank or banks authorized by GOG in a standard format prescribed by UGVCL (Format given in this tender document). Cheques are not acceptable. CORPORATE BANK GUARANTEES NOT ALLOWED.

The validity of the Bank Guarantee for EMD should be for a period of at least 6 (Six) Months from the date of opening of the Technical bid.

All the Bidders shall be required to pay EMD, except those who are exempted as per Gujarat State Purchase Policy – 2016, vide Industries & Mines Department GoG resolution No. SPO/102015/691093/CH dated 03/06/2016.

- A) 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/MSME Part-II / Udyog Aadhaar Memorandum/Udyam Registration certificate) & CSPO / NSIC / DGS&D (However, only "UDYAM REGISTRATION CERTIFICATE" out of (SSI/MSME Part-II / Udyog Aadhaar Memorandum/Udyam Registration certificate) shall remain valid from 1st April-2022 OR from the date as amended in future by the Ministry of Micro, Small and Medium Enterprise (MSME), Govt. of India) 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.
- B) The Certificates should indicate the manufacture of items offered.

In case of Udyog Aadhar Memorandum, it should indicate the manufacture of related group of item.

- C) Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
- D) If the EMD amount is moer than Rs. 1 lakh, it should be paid either by demand draft or Banker's cheque or pay order or Bank Guarantee. Otherwise it should be paid either in cash (upto Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque or pay order only. Payment of EMD by RTGS/NEFT/online shall be encouraged.

Further, over and above mentioned in clause No. 5 A) to 5 C) bidders who are exempted as per Gujarat state purchase policy-2016 will be eligible for exemption from payment of EMD.

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In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.

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 notarized copies of their SSI (MSME Part-II / Udyog Aadhaar Memorandum/UDYAM Registration certificate) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhaar memorandum, it should indicate the manufacture of related group of item. 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. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD. However, only "UDYAM REGISTRATION CERTIFICATE" out of (SSI/MSME Part-II / Udyog Aadhaar Memorandum/Udyam Registration certificate) shall remain valid from 1st April-2022 OR from the date as amended in future by the Ministry of Micro, Small and Medium Enterprise (MSME), Govt. of India.

All other Participants not covered under above categories will have to pay EMD compulsory, as specified in tender notice / Documents, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.

Important:- The New bidders, who have not valid vendor registration, at the time of submission of bid, shall have to pay EMD compulsory as specified in tender notice for New suppliers.

No Interest will be allowed against payment of E.M.D.

EMD will be forfeited if (i) The tender, which it covers, is withdrawn during the validity of the offer or (ii) the Tenderer fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit) as per below clause no.23.

EMD of the unsuccessful Tenderers, if paid will be returned within 15 days from the date of placing of the order to the successful Tenderer(s) through RTGS / NEFT for credit to his Bank Account without insisting application and original Money Receipt. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD against original Money Receipt shall be entertained by the Company. The Bank Guarantee of the unsuccessful Tenderers towards EMD shall be returned within 15 days from the date of

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placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids. Bidder has to submit the RTGS detail on Company's (Bidders) letter pad as per prescribed format available at Annexure-15.

EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against LOA released on them.

6. TENDER ENVELOPES

Tender should be in two bids.

a) Techno – Commercial Bid and b) Price Bid (Online only).

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

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

Techno-commercial bid consists of EMD cover & Technical bid cover.

A. EMD COVER

The EMD Cover should contain the following documents: i.e. a & b as under.

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

The bidders have to submit valid notarized/self attested SSI-II/(MSME-II/Udyog Aadhar Memorandum/ Udyam Registration certificate) & NSIC/DGS&D/CSPO copy towards exemption from payment of EMD. However, only "UDYAM REGISTRATION CERTIFICATE" out of (SSI/MSME Part-II / Udyog Aadhaar Memorandum/Udyam Registration certificate) shall remain valid from 1st April-2022 OR from the date as amended in future by the Ministry of Micro, Small and Medium Enterprise (MSME), Govt. of India.

No Provisional certificate shall be allowed.

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

b. Valid /Provisional Vendor Registration Certificate of the bidder with GUVNL or their any subsidiary company or Money receipt or D.D. towards V.R. charges. THIS IS A MUST. Clause No.8 (commercial terms and conditions) of this tender document will be applicable for Vendor Registration.

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B. TECHNICAL BID COVER

The technical bid Cover should contain the following documents:

- All tender documents with all amendments duly signed and stamp on each page along with all annexure duly filled with relevant documents.
- b. Letter of Authority in favour of person signing tender document on behalf of Company /Firm.
- c. Documents listed at clause no.3 of Commercial Terms and condition.
- d. Vendor Registration form with all Documents required under VENDOR REGISTRATION FORMAT.
- 7. Technical bid should be submitted simultaneously along with separate EMD cover in the respective envelopes and super scribed accordingly (duly sealed), so as to reach this office on or before due Date as specified in the tender notice through RPAD / Speed post only. Please note that physical technical bid received after the due date and time will not be accepted and the offer will be ignored out rightly.

THE TENDER (OFFER) SHOULD BE SENT BY R.P.A.D. OR SPEED POST OF P & T DEPARTMENT OF GOVERNMENT OF INDIA ONLY ADDRESSED TO:

"The Chief Engineer (Operation), "Uttar Gujarat Vij Company Limited (UGVCL), Registered & Corporate office, Visnagar Road, Mehsana-384 001."

COURIER SERVICE AND HAND DELIVERY OF TENDERS ARE NOT ALLOWED. THE TELEGRAPHIC OR SHORT OFFERS RECEIVED WILL NOT BE ACCEPTED AND THE OFFERS WILL BE REJECTED OUT RIGHTLY.

UGVCL WILL NOT BE RESPONSIBLE FOR THE TRANSIT LOSS OR MISPLACEMENT OF THE TENDER (OFFER).

DELAYED AND LATE TENDERS:

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

8. VENDOR REGISTRATION:

[A] CONDITIONS FOR REGULAR SUPPLIERS:

I. The suppliers, who are existing Vendors of GUVNL & its subsidiary Companies, would continue for the period prescribed in the Vendor Registration Order as Regular supplier for

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those items, looking to their performance. They shall also have to get re-registered for each of their units separately, on or before expiry of their Vendor Registration by paying necessary Registration fees plus GST.

For Re-Registration of already registered Vendor, the Vendor has to pay 50% of the Vendor Registration fees plus GST towards registration charges, provided the Vendor has successfully executed Purchase order in GUVNL or its any subsidiary Companies within two years before the date of expiry of existing Vendor registration, as otherwise, it will be as per regular Registration charges.

Existing Vendor should apply for re-registration before the date of expiry of their existing registration. If, firm has not applied for re-registration before expiry of their existing registration but applied prior to the date of submission of bids, in such case the Company reserves the right to consider or not to consider their bid at its sole discretion.

However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.

If any of the bidders (i.e. Registered Vendor only) fails to re-register themselves before tender, they can Re- register themselves at the time of tender by paying necessary Re-registration fee plus applicable GST at respective DISCOM's as per commercial terms and condition under V.R. clause no. 8.1.3 & 8.1.4. Copy of the same should be attached with the tender fee and other documents in an EMD Cover.

II. If a regular supplier, by paying registration fees plus applicable GST for registration of additional items asks for the Vendor registration as new party for those items, also request to incorporate inspection of items for which they are regular supplier, the same shall be clubbed towards 2 years factory visit and in no case such clubbed visit shall be considered for Re-registration after five years. For Re-registration after five years, separate fees plus applicable GST per unit shall be essential.

[B] CONDITIONS FOR NEW SUPPLIERS:

The bidder, who has not supplied PSC Poles to GUVNL or any of its Subsidiary Company in the regular tender, as on the date of publication of Tender in the Newspaper, shall be considered as a New Supplier

New suppliers shall be those suppliers who have applied for registration prior to or at the time of invitation of tender but not issued the valid /Provisional Vendor Registration.

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The bidder, who was placed under stop deal/banned for business dealing/blacklist by GUVNL or any of its Subsidiary Companies and after expiry of their stop dealing/banned for business dealing/ blacklisting period, the bidder shall be considered as New Supplier for evaluation. All new Suppliers shall get themselves registered by paying non-refundable Registration Fees, as detailed below, plus applicable GST to the UGVCL with Vendor Registration Application Form and all relevant documents.

- 8.1.1. For factory within Gujarat State.
 - 8.1.1.1. Rs. 15,000/- (+18% GST) for Micro and Small Industries.
 - 8.1.1.2. Rs. 25,000/- (+18% GST) for remaining Industries.
- 8.1.2. For factory within Country but out of Gujarat State.
 - 8.1.2.1. Rs. 50,000/- (+18% GST) for Micro and Small Industries.
 - 8.1.2.2. Rs. 75,000/- (+18% GST) for remaining Industries.
- 8.1.3. All new Vendor Registrations and re-registrations of existing Vendors on completion of 5 years in respect of Vendors, whose factories are located in UGVCL licensee area shall be done by the UGVCL, similarly for factories located in DISCOM's of Gujarat, other than UGVCL shall be done by concern DISCOM's within whose licensee areas such factories are located.
- In case of the Vendors whose factories are located in Torrent Power Ltd license area of 8.1.4. Ahmedabad – Gandhinagar, it will be the responsibility of UGVCL.
- 8.1.5. In case of the factories located outside Gujarat/UGVCL area and they applied for Vendor Registration at the time of tender than UGVCL will make necessary procedure for Vendor Registration.
- The vendors who have applied prior to invitation of tender & have paid VR fees plus 8.1.6. applicable GST but have not been issued Vendor registration certificate shall have to enclose copy of MR towards same & to fill up the requisite form with notarized copy of documents.
- 8.1.7. In case of Vendor Registration, the new Vendor who has submitted their application for Vendor Registration with all required fees and relevant documents along with tender documents or prior to invitation of tender, shall be allowed to participate in the tender. The bidder shall have to submit proof of the same with tender document.
- No Tender document is to be entertained for the firm / from any Company, who is not 8.1.8. registered as Supplier / Vendor with GUVNL or any of its subsidiary Companies for tender item. However, the Tender submitted by a firm may be considered for Technical evaluation, if it fulfills the requirement as per clause No. 8.1.7.
- 8.1.9. Provisional Vendor Registration shall be issued to new suppliers based on primary documents received from vendor, if they satisfy the basic requirement viz. (i) Land Document (i.e Sale Deed, Index-2, Proof for applied for N.A. permission along with 7/12, 8A etc.; If, premises is on Lease, Lease Deed Agreement for period of minimum 3 years



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in case of rental premises; If premises in GIDC area, GIDC Possession letter), (ii) Declaration of proprietorship, Partnership Deed or Article of Association and Registration of Firm for establishment of new pole factory.

- 8.1.10. The Price Bid of Vendor will be opened provided the firm having valid / provisional vendor registration for tender item on the date of opening of Price Bid.
- 8.1.11. New pole manufacturer, who have provisional vendor registration, shall have to take all approvals, consents and registration from appropriate authorities as is applicable to its business, establishment of Pole factory and ready for commence the pole production within 120 Days from date of issue of LOI/LOA. However, the UGVCL reserves its right to extend above time frame, at its sole discretion.
- 8.1.12. UGVCL shall issue final vendor registration to new vendor, on receipt of required documents and after inspecting factory premises as per norms.
- 8.1.13. On issue of final vendor registration, trial order for 1000 Nos. of Poles shall be issued to the successful new bidder after observing all the formalities related to placement of order.
- 8.1.14. On successful completion of the trial order and having satisfactory performance, orders /additional orders under ARC, shall be issued to such successful new bidder(s), considering production capacity and field requirement for PSC Poles in respective area.
- 8.1.15. If the bidder having provisional vendor registration fails to submit required documents and / or establishment of Pole factory, or is not considered for final vendor registration within stipulated time limit then the LOI/ LOA shall be withdrawn. In such case the EMD shall stand forfeited. However, the company reserves its right to extend above time frame, at its sole discretion.

[C] OTHER CONDITIONS APPLICABLE TO REGISTERED REGULAR & NEW SUPPLIER

- [i] All the registered suppliers / manufacturers / tenderers / vendors, who intend to supply from their newly established factory / unit, shall have to get registered themselves with GUVNL's any subsidiary company viz. MGVCL/DGVCL/PGVCL/UGVCL, by paying necessary non-refundable fee for each separate unit for factory within Gujarat state or within the country but outside Gujarat state. For such registration, Factory inspection shall be arranged by UGVCL where application registered at the time of tender. They shall be defined as new suppliers for the items to be supplied from their new locations.
- [ii] In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees plus applicable GST and factory inspection shall be carried out as per norms. No shifting shall be allowed during execution of order. After shifting of factory supplier shall be considered as **Regular** supplier.

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Partial shifting will not be allowed.

[iii] In case of change in the name or ownership or control of the Firm of the Registered Vendor, having valid vendor registration, such Firm shall inform in writing along with supporting documents within 90 days of such change. The Firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products / items and that change is only in the name / ownership / control of the Firm. In such a case, the Firm shall have to submit application and relevant documents towards the proof that such change is lawful / legitimate along with the documents as per Annexure XIV, to the DISCOM, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor.

If, firm fails to inform such changes to concern DISCOM within 90 days, in such case, the firm will not be considered as registered vendor.

In case of Amalgamation of companies, the order from Court is to be followed. While, in case of Merger& Acquisition, the legal procedure to be followed as per Company's Act.

- [iv] On payment of registration fees, GUVNL's any subsidiary company where Registration fee paid, shall depute their representatives and / or third party inspectors decided by respective subsidiary company, for factory inspection and verifications of required details and documents. The Factory Inspection is mandatory in respect of new Vendors. No inspection waiver will be considered. During factory inspection, it is mandatory to have Photography with Date, of the applicant Company's premises, infrastructure facilities for testing equipment and machineries. The Vendors will have to give their consent for Photography.
 - Based on the factory inspection report and verification of required documents, concern DISCOM at its sole discretion, shall decide whether to register the supplier / vendor or not.
 - [v] Payment of registration fees does not guarantee the registration as approved vendor. Vendor registration fee is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected.
 - [vi] The factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be arranged by DISCOM by deputing their representatives and or third party Inspectors appointed by DISCOM at its sole discretion, at an interval of every two years. However, DISCOM reserves the right to visit factory of approved vendor at any stage for verification of their capability & availability of machinery, testing equipment, infrastructure and whether same terms & conditions are being maintained or not. If at any stage, infrastructure facilities, supply capability etc. of firm is not found up to the satisfaction & requirement of DISCOM then DISCOM shall, forthwith cancel, at its sole discretion, the registration of the supplier/vendor concerned & shall take appropriate actions as deemed fit.



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- [vii] Mere Vendor registration shall not itself vest any right on a party to receive orders from GUVNL's any subsidiary company or to claim any damages or compensation for non-placement of the order against any tender. UGVCL reserves its right to place order on any party, at its sole discretion and/or change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.
- [viii] In case of the factories located outside UGVCL area, the bidder shall have to cart (Transport) PSC Poles free of cost up to nearby UGVCL circle headquarter or destination as directed by UGVCL authority and the ex. factory rates quoted shall be considered for supply of poles at given destination in UGVCL area.

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

9. SUPPLIER:

9.1. NEW SUPPLIER

- 9.1.1. The bidder, who has not supplied PSC Poles to GUVNL or any of its Subsidiary Company in the regular tender, as on the date of publication of Tender in the Newspaper, shall be considered as a New Supplier. Such bidder should have already got itself registered as a Vendor/ provisional Vendor for tendered item with GUVNL or any of its Subsidiary Company.
- 9.1.2. The Bidder who has supplied PSC Poles to GUVNL or any of its subsidiary Company under trial order, but performance of supplied equipment / materials is not satisfactory in any case, is also to be considered as New Supplier. Such bidder should have valid vendor registration for tendered item with GUVNL or any of its Subsidiary Company.
- 9.1.3. The bidder, who was placed under stop deal/ banned for business dealing/ blacklist by GUVNL or any of its Subsidiary Companies and after expiry of their stop dealing / banned for business dealing/ blacklisting period, the bidder shall be considered as New Supplier for evaluation. Such bidder should have valid vendor registration for tendered item with GUVNL or any of its Subsidiary Company.

9.2. REGULAR SUPPLIER

- 9.2.1. The existing regular Suppliers of PSC Poles in GUVNL and its subsidiary Companies shall be considered as Regular Suppliers. Such bidder should have valid vendor registration for tendered item with GUVNL or any of its Subsidiary Company.
- 9.2.2. The New supplier is considered to be as a Regular Supplier, provided the firm has successfully completed trial order/order to GUVNL or any of its Subsidiary Company in the regular tender and performance of the supplied PSC Poles is found satisfactory.

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



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NOTE: The firm who have supplied to GUVNL and/or their any subsidiary company or other firms should furnish a self-certified list of orders executed for similar tender items, indicating quantity supplied along with performance certificates for the items supplied. This is a MUST.

10. Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:-

- 10.1.1. The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.
- 10.1.2. The firm, stop deal and/ or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.
- 10.1.3. Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.
- 10.1.3.1 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.
- 10.1.3.2 Once the name of the firm and/or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,
- 10.1.3.2.1. No enquiry shall be issued to a firm.
- 10.1.3.2.2. No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- 10.1.3.3. Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-
- 10.1.3.3.1 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.
- 10.1.3.3.2 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.
- 10.1.3.3.3 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.



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- 10.1.3.3.4 The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.
- 10.1.3.4. 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.
- 10.1.3.5. 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.
- 10.1.3.6. The Stop dealing/ Banned for business dealing/ blacklist shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the Pole factories works 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.
- 10.1.4. 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 dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies in Annexure-6.

11 TENDER SPECIFICATIONS:

All technical specification framed out by UGVCL shall be separately brought out in the tender documents.

No deviation in specification shall be allowed and UGVCL decision shall be final.

UGVCL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificate.

UGVCL shall evaluate the techno-commercial view of the tender. UGVCL reserves the right to open or not to open the technical/price bid of the bidders on the basis of their past performance of their supplied materials.

12 SUBMISSION OF OFFERS:

The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case firm have to pay separate tender fee, EMD, vendor registration etc. for all works / factory and if separate tender fee, EMD, vendor registration etc. not paid / submitted, UGVCL reserves the right to consider the offer / s against which the tender fee, EMD, vendor registration etc. are paid / submitted. Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by UGVCL.

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13 UGVCL demands the offers from manufacturers directly.

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

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

14. OTHER CONDITION OF SUPPLY:

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

15. MINIMUM TENDER QUANTITY TO BE OFFERED /QUOTED

The Bidder, who submits their Bid for a minimum quantity, as specified in Schedule-A shall only be considered for price evaluation. Company shall not consider the Bid of any firm, who quotes for lesser quantity than the minimum quantity mentioned in the schedule-A.

16. PRICES:

Prices quoted should be FIRM & End cost Rate. However, the Tenderer should indicate in the Schedule— "B" i.e. Price Bid only, the break-up of Unit Ex-works price, Goods and Service Tax. Please note that payment of GST will be made only on Ex-Work prices. Also, please mention rate of GST. This Schedule—"B" should be submitted online only.

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

17. Goods and Service Tax (GST)

The prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017 and all related ancillary legislations).

Signature of renderer. Trace. Butc. Company 5 Round Seat.	Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderers. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor.

Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier/contractor.

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

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18. STATUTORY VARIATION:

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

19. VALIDITY OF THE OFFERS:

The offers will have to be kept valid for a period of 180 days from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

20. PRICE EVALUATION:

No price preference shall be given on any account. All Tenders shall be evaluated on firm End cost basis. The Bidders shall specify their rates in prescribed price bid format.

The bidders, whose End cost are found equal at L-1 rank, the rank L-1 will be decided by negotiating with them. The L-1 bidder who has consented for lower amongst above all, shall be considered as L-1 rank. However, in negotiation, if end cost prices are again found equal at L-1 rank, the rank L-1 will be decided by draw system. It is desirable that company shall inform the date of draw, to all L-1 bidders after negotiation, so they can remain present during draw, if they desired In no case, more than one bidder at L-1 stage.

UGVCL's decision shall be final and binding on all the parties."

21. Negotiation and Price matching:-

- 1. If the UGVCL feels that there is lack of serious competition, or any other valid reasons, the UGVCL may negotiate with the L-1 bidder.
- 2. If an order is under execution by a Firm placed by the UGVCL and in the meanwhile Tender is invited for the same item by UGVCL or by other subsidiary Company of GUVNL on behalf of UGVCL, and the rates received/ negotiated in this subsequent Tender from same Firm are lower than the rates at which the current order is placed, then the lower rates shall apply for the balance quantity of the order under execution, subject to the condition that the technical specifications remain unchanged and the delivery schedule of the order is already completed.



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3. The firm, who has submitted their consent for price matching with L-1 bidder, shall only be considered for placement of order. The consent for price matching with reduction in quantity shall not be considered for placement of order.

22. QUANTITY DISTRIBUTION:

- 22.1. Not less than 50% of the quantity will be given to parties, who propose to supply such materials from their Pole factory Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price, (if they themselves are not L-1).
- 22.2. If L-1 is regular bidder they will get heavy weightage in order placement. The total quantities to be allotted to L-1 Regular bidder, for the period as specified in the tender document, should be lower of followings.
- 22.2.1. Quantity Quoted by L-1 bidder.
- 22.2.2. Production capacity of the L-1 bidder.
- 22.2.3. Twice the value of tender quantity divided by existing supplier of respective Company before invitation of tender.

However, if quantity allotted to L-1 Regular bidder under the clause No. 22.2.3, the concern DISCOM shall ensure that priority shall be given to L-1 Regular bidder, in case, quantity more than that shall be allotted to other bidder(s) under ARC for the same period, as specified in the tender document, considering quoted and production capacity of L-1 bidder and requirement of respective area.

- 22.3. If L-1 is NEW bidder, they will get heavy weightage in quantity allotment from the quota of NEW suppliers considering quoted and production capacity of L-1 bidder.
- 22.4. The quantity distribution to New suppliers will be restricted up to 15% of the quantity requirement. Further, quantity to each new supplier will be restricted maximum up to 8000 nos. of PSC poles per financial year. In case of exigency the same may be suitably relaxed by the concerned Competent Authority for acceptance of tender as per Delegation of power (DOP)/ Purchase Committee/ Board. However, reason for granting such relaxation shall be appropriately recorded.
- 22.5. New bidder/(s), to whom, company consider for placement of order, initially, trial order for 1000 Nos. of poles shall be issued. On successful completion of the trial order and having satisfactory performance, additional order under ARC, shall be issued to such successful new bidder(s), considering production capacity, quantity offered and field requirement for PSC poles in respective area.
- 22.6. The sub orders/additional orders to other successful bidders, to whom company shall consider for placement of order, shall be issued under ARC, as per requirement of the Company, considering production capacity, quantity offered, performance of the supplied material and field requirement for PSC Poles in respective area.

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- 22.7. Company reserves the right to review and redistribute the issued ordered quantity at any time on the basis of performance of suppliers and as per requirement in respective area of company.
- 22.8. The Company shall decide to consider nos. of other bidders for placement of order under ARC, at its own discretion.

23. PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD: (i.e. SECURITY DEPOSIT): (Should be paid within 15 (Fifteen) days after issue of LOA).

The successful tenderers will be required to pay an amount equivalent to 2% (Two) of the value of the order/sub order/additional/repeat order value within 15 days from the date of issue of Letter of Acceptance /Intimation as a Performance Guarantee (Security Deposit) for satisfactory execution of the contract. Such Performance Guarantee (Security Deposit) for satisfactory execution will be payable either in Cash (up to Rs. 20,000)/ D.D. / Bank Guarantees only. Bank Guarantees from Scheduled / Nationalized Banks or banks as approved by GOG will be acceptable if the amount of security deposit payable exceed Rs.5,000/-. The Bank Guarantees will be executed on the standard form prescribed by UGVCL.

The Performance Bank Guarantee to cover execution period & Guarantee / Warrantee period at 2% of the order value should be valid till the completion of Guarantee Period and claim period of 15 Months to be reckoned from the date of last supply under the tender. Bank Guarantee for Interim period will not be allowed. If by any reasons the supply period is extended, then supplier should undertake to renew or submit fresh Bank Guarantee at least one month before the expiry of the validity (i.e. without vacuum period and without waiting for UGVCL's intimation seeking extension) failing which UGVCL will be at liberty to encash the same. CORPORATE BANK GUARANTEES AND STAGE-WISE BANK GUARANTEES ARE NOT ALLOWED.

NOTE: If the full Performance Guarantee towards Execution Period (Security Deposit) amount is not paid within 15 (Fifteen) days after the issue of the LOA, then the order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of UGVCL) and without entering into any correspondences and this will be binding on the Tenderer.

NOTE: Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.

24. Agreement:-

24.1. On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the Purchaser Company and the successful Bidder before placing of initial order. No Agreement is required for additional orders/sub orders/repeat orders.

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- 24.1.1. An Officer who signs the LOA / Purchase Order shall be authorized to sign the Agreement documents on behalf of the Purchaser Company. &
- 24.1.2. From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under:
- 24.1.2.1. If the Authorized Representative is from a Partnership Firm, then a certified copy of the Partnership Deed and an authority letter must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;
- 24.1.2.2. If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the Company, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
- 24.1.2.3. If it is a Proprietary Firm, then the Proprietor himself should execute & sign the Agreement and his full residential address must be available in the file.
- 24.2. The following vital points are required to be thoroughly checked in the Agreement:-
- 24.2.1. The Agreement is being executed on an adequate value of Non-judicial Stamp Paper, as stipulated;
- 24.2.2. The Security Deposit for initial order, if any, is duly paid as stipulated in the Agreement and that meets with the Condition stipulated in the Tender;
- 24.2.3. All blanks (blank spaces) in the Agreement are duly and correctly filled in as required under various Clauses; &
- 24.2.4. The Representative, signing the Agreement, on behalf of the Contracting Firm, is duly authorized to sign the Agreement.

Upon complete satisfaction on the above points, A/T will be issued.

25. DELIVERY PERIOD:

In case of existing suppliers, the supply of poles shall commence immediately but not later than one month from the date of order/L.O.A. In case of new suppliers, the supply shall commence not later than one month from date of trial order /LOI. The poles shall be made available for delivery every month regularly as per order quantity. The entire supply is to be completed within the stipulated time as per delivery schedule given by UGVCL in order or quarterly schedule given by UGVCL.

In case of quarterly schedule, UGVCL will give schedule for supply of poles before fifteen days of beginning of each quarter and accordingly poles to be made available by each supplier. If UGVCL needs more poles than delivery schedule mention in the order, in particular month and supplier is not able to complete it then for time limit penalty purpose delivery schedule as per order terms will be considered. The time limit of order will be

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considered as two years from placing of LOA /Order or as per quarterly schedule whichever is later.

The date of inspection, testing and acceptance of poles will be treated as poles delivered for the purpose of time limit, calculation of penalty and price variation. The monthly schedule as per order or quarterly schedule for supply of poles will be considered as base for taxes and duty.

26. EXTENSION IN CONTRACTUAL DELIVERY DATE:

It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, if on account of reasons beyond one's control as laid down in the DGS & D Force Major Conditions UGVCL may consider extension of delivery period without statutory variations.

It is Supplier's responsibility to ensure that the poles are delivered within the stipulated period. In case, there is any delay in supply, request for extension in delivery giving reasons shall be made within one month on completion of the supply, and no request for waival / levy of penalty will be entertained / reviewed during the execution of order.

If Suppliers are unable to supply the poles within the contractual date, the grant of extension with or without penalty will be considered by the UGVCL in genuine cases. However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay. However, such extension will be subject to the following conditions shown hereunder.

[a] That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the A/T referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date.

and

- [b] That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T shall be admissible on such of the said stores as are delivered after the original contractual delivery date.
- [c] But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the A/T, which takes place or on after the contractual delivery date of the said A/T.

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Explanation; The expression "contractual delivery date" shall mean and include any date on which or the last day of the period within which the whole or part of the goods are contracted

to be delivered.

27. DEFERMENT IN DELIVERY:

The UGVCL reserves right to differ the monthly delivery schedule in view of the requirement of PSC poles and intimate the supplier to change the production schedule suitably. However, such intimation will be given in writing before one month as and when required. The taxes & duties shall be paid at prevailing rate of revised schedule for the differed quantities.

28. PENALTY FOR LATE DELIVERY:

In case, the materials are not delivered within the period stipulated in the order /quarterly schedule, penalty shall be levied at ½% per week or part thereof plus GST as applicable on delayed portion subject to maximum 10% plus GST as applicable on the Order value (End Cost). For calculating the delayed portion, date of actual tested poles at site/Pole factory shall be considered.

Due consideration will be given for waival / levy of penalty only for the reasons absolutely beyond suppliers control (Viz. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply, and no request for waival / levy of penalty will be entertained / reviewed during the execution of order.

"D.G.S & D. FORCE MAJEURE CLAUSE"

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

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the

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Secretary, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, brought out component and stores as the supplier may with concurrence of the Purchaser elect to retain".

29. SUBMISSION OF BILLS:

The Supplier has to submit the monthly bills of each division, for the PSC poles supplied to each division during the month for 100% payment to the Engineer in charge, who in turn will record the same and submit to the concern division office after necessary check by Executive Engineer (Civil) for further process of passing & payment.

Following documents shall be enclosed along with each Running Bill.

- (1) Inspection & test report including cube test & destruction test report etc.
- (2) Proof of quantity of PSC Poles received by the UGVCL i.e. statement of PSC Poles received by each division showing Internal Requisition No. /Move Order No., Name of village, Name of sub division, Gate pass no., no. of poles received etc....
- (3) Accounts of PSC Poles showing supplied & balance to be supplied quantity.
- (4) Copy of C.R. / M. R. /Move order.

UGVCL Division office shall verify the monthly receipt of poles by obtaining certificate from each sub division to whom poles are delivered and after due verification pass the suppliers bill.

The Supplier has to submit the last bill to concern division office where pole factory is located with final Account for the PSC poles supplied within four month of successful completion of the contract for payment to the Engineer in charge, who in turn, will record the same and submit it to the concern division office in which pole factory is situated after observing checks by Executive Engineer (Civil) for further process of passing & payment. The final Account will be primarily submitted for reconciliation of PV payment, any deduction made; penalties recovered / to be recovered deduction to be made or released, etc... Concern Division office will check the bill and then submit it to circle office for further finalization.

Following documents shall be enclosed along with final Account:

- 1) Proof of total quantity of PSC Poles received by the UGVCL.
- 2) Final Accounts of PSC poles bill wise including PV payment statement.
- 3) Statement 1 showing details of A/T and Amendment
- 4) Statement 2 showing details of month wise pole production and carting
- 5) Penalty Statement



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

The Final Account with all above documents shall be submitted within four months of the date corresponding to the date of last poles supplied, marking completion of the contract. The last bill with final Account shall be passed from Concern Circle Office.

30. **PAYMENT TERMS:**

100% Payment will be made after the poles are delivered at the location specified in MR/Gate Pass. The concern Division Office which receives the poles will make payment for the quantity received in good condition within thirty days of submission of bill by supplier. On receipt of duly certified bills and after verifying the invoices and other related documents, the Division office shall make payment. Before releasing element of Tax and duty, certified copy (Self Attested) of treasury challan as a proof of having deposited appropriate amount with concerned authority of previous bill shall be produced and then only payment shall be released. Documents related to payment of Taxes and duties for previous bill should invariably be submitted to UGVCL authorities for release of payment.

Note: Annexure – 15 is attached for "APPLICATION FOR PAYMENT THROUGH RTGS /NEFT"

31. GUARANTEE:

If the poles, which are tested, accepted and paid, are found defective due to use of inferior quality of materials or poor workmanship within the period of 12 months from date of supply, the Supplier shall have to replace the same "free of cost" within three months from the notifying the defects. If the same are not replaced within time limit, the UGVCL reserves the right to recover same amount from the Bills without prejudice to any other rights.

32. **REPEAT/ADDITIONAL ORDERS:**

The UGVCL reserve the right to place repeat orders/ additional orders on the successful Tenderers up to 25% of the original tender quantity under Annual Rate Contract, at the same Prices, Terms and Conditions stipulated in the tender/original contract. The quantity allocation to suppliers shall be carried out considering field requirement and their production capacity and performance of supplied materials.

In special circumstances UGVCL reserve the right to place repeat order / additional order up to 100% of the original tender quantity on the successful tenderers under Annual Rate Contract, at the same prices, terms and conditions stipulated in the tender/original Contract, as mutually agreed upon. The quantity allocation to suppliers shall be carried out considering field requirement and their production capacity and performance of supplied materials.

The material supplied will be considered on FIFO basis i.e. first applied towards original order & after completion of original order quantity, material supplied will be considered towards repeat / additional order.

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



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HIGNEL /CIVIL /DCC DOLE ONA/2022 24/275

UGVCL/CIVIL/PSC POLE-8M/2022-24/275

The contract of supply of Readymade P.S.C. poles is envisaged for the period of two year only. The UGVCL can extend the contract for further period of one year, at its sole discretion, which will be binding to all suppliers.

33. POST TENDER CORRESPONDENCE / ENQUIRIES:

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

34. Criteria for setting of New Pole Factory

The Supplier will have to establish a Prestressed concrete pole factory at his own cost. The Supplier will have to make his own arrangements for the land and power without affecting the stipulated Programme immediately from the date of issue of the order or LOI. The Supplier will have to give four copies of site plan & other document regarding ownership etc. The site of factory shall preferably be near to the National Highway or state highway.

The Supplier shall have to make his own arrangement for getting new connection of Electricity from UGVCL, at the same tariff and terms & conditions applicable to normal consumer covered in that category.

The Supplier shall have to make his own arrangements for the water required for the construction purpose and the UGVCL does not take any responsibility for the same. No cement or other materials shall be issued by the UGVCL for the construction work of pole factory sheds / Godown / office etc... Or for manufacture of PSC Poles on site.

35. ARRANGEMENT TO BE MADE BY SUPPLIER IN POLE FACTORY:

<u>OFFICE</u>: The Supplier shall provide free of charge adequate space to the UGVCL to run UGVCL's office within the site of factory. The Supplier will also have to provide necessary facility with furniture at the factory at his cost. The UGVCL shall use the space, which shall be fenced round or otherwise adequate protected at the cost of the Supplier. Telephone (P&T) facility shall be provided.

<u>ROAD</u>: The approach road to factory and service road inside factory up to the store yard of PSC Poles shall be provided by the Supplier so as to avoid any difficulty for entering the heavy vehicles during odd season.

36. ACCESS TO SUPPLIER'S WORKS:

	Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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In case, the representatives of the UGVCL are deputed, they shall have free access to the Supplier's works at any time, during working hours for the purpose of inspection of materials / manufacturing process / workmanship and test on concrete mix or pole.

- **37.** The purchaser (i.e. UGVCL) shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by UGVCL at its sole discretion at any time before the due date of submission of the online bids.
- **38.** Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, to be furnished in Annexure- 6. Failure to do this will result on supplier's tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.
- **39.** UGVCL does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any.
- **40.** The materials should be offered strictly confirming to Tender specifications given in the tender. If the tenderer's desires to quote with any technical deviations, they should specifically quote the deviation in the body of the tender itself under the respective Annexure of this tender document.

If technical deviations furnished by the Tenderer are not agreeable to UGVCL, the offers may be ignored. However, it will be solely at UGVCL discretion to consider the technical deviations OR not for considering the Tenderer.

No correspondences of the Tenderer after opening of the bid will be entertained in this matter.

- **41.** Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.
- **42.** Tenderers should indicate the name of their partners of their manufacturing firm.
- **43.** Tenderer should specifically mention in the offers and should indicate in Block letters the name of the Partners / Proprietor / Directors who is / are the signing authority.
- **44.** If in any company, the interest of any employee of the UGVCL or his relative as defined in Section 2(77) of the Company's Act. 2013, is 10% or more, UGVCL will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the Tenderer for further dealing with UGVCL.

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



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45. TERMINATION OF CONTRACT:

In case, the supplier fails to deliver the stores / materials / equipment or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification, UGVCL shall exercise its discretionary power either:

[a] To recover, from the supplier as agreed, by way of penalty clause above,

Or

[b] To purchase elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery

Or

[c] To cancel the contract.

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

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

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

46. CARTEL:

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

If, the UGVCL during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.

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

Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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- 47. UGVCL reserves the right to increase or decrease the quantity against each item/s while placing the order. UGVCL reserve the right to review and redistribute the issued order quantity at any time on the basis of performance of various suppliers (New & Regular) and as per requirement of UGVCL under various circle.
- **48.** The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone, Fax Numbers (Office & Residential) etc. should be invariably mentioned in the Annexure 4 of this tender document.
- **49.** The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative if any, who has been authorized by the Tenderer to do liaison work with UGVCL on their behalf. Only one Authorized Representative is allowed.
- **50.** The tenderers should invariably write the name and address of the Company, both on sealed covers of EMD & Technical Bids if applicable. Otherwise the tender covers without the name and address will not be opened which may please be noted. In case of Regular suppliers, existing name and location of Pole Factory with full address should be mentioned.
- **51.** Tenderer should invariably fill up all the details of all the Annexure of this tender document. This is mandatory.

Also all the Annexure should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper.

- **52.** If the Tenderer fails or defaults in execution of the orders placed or if UGVCL suffers any financial loss due to this, then UGVCL will be at liberty to adjust the amount from other orders of the same firm or by encashing the Bank Guarantee.
- **53.** The following List of Annexure and Documents (available in this tender document) should be invariably submitted along with the tender:
- [1] Schedule—"A" Indicating the brief Description of Items & procurement quantities for the tender along with some important / special conditions.
- [2] Technical Specifications with Guaranteed Technical Particulars.
- [3] Form of Bankers undertaking Performa for E.M.D and S.D.
- [4] Annexure 1 TO 15
- [5] Certificate "A".
- [6] Document of Important Instructions.

All the above documents should be duly filled in, signed & stamped with company's seal should be submitted along with the Technical Bids to be kept in the cover.

Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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- **54.** Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.35 of this tender document), then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.
- **55.** All the tenderers must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.
- **56.** All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.

57. ARBITRATION:

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

58. JURISDICTION:

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

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



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E. M. D. BANK GUARANTEE FORMAT

<u>APPENDIX – I</u>

FOR TENDER NO: UGVCL/

[BANK GUARANTEE ON NON JUDICIAL STAMP PAPER OF RS.300/-]



Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)

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"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

	k. Any invocation of the Guarantee can be made
restricted to Rs (amount of E.N. (in words). Our Guarantee shall remain in force ti Unless demands or claims under this Bank Guarantee of validity of the Guarantee of validity of the Guarantee of validity of the Guar	inbefore, our liability under this guarantee is M.D.) (Rupees(Date of validity of the Guarantee). arantee are made to us in writing on or before rantee), all rights of Beneficiary under this Bank released and discharged from all liabilities there
Place: Date:	
Please Mention here Complete Postal Address of the, Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorized Signatory with Official Round Seal.
NAME OF DESIGNATED BANKS: 1. All Nationalized Banks including Public Sector	Banks
2. Private Sector Banks authorized by RBI to und are (i) Axis Bank, (ii) ICICI Bank (iii) HDFC Bank	
Note: The Banks shall be the Banks recognized / Government of Guiarat (G0G) from time to	

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



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FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards Execution/supply period and Guarantee/Warranty Period as per Commercial Terms and Conditions of Tender]

dress of the Branch giving the Bank Guarantee)
(Address of Bank's registered
dated and
to pay immediately on demand in writing from
OMPANY LIMITED (Name of Gujarat Urja Vikas
er authorized by it in this behalf any amount up
t of Combined Performance Guarantee towards
nty period), Rupees (in words) to
(GUVNL/ Subsidiary Company) on behalf of
who have entered into a contract for the
·
g on this Bank up to and inclusive of rantee) and shall not be terminable by notice or firm of Contractors / Suppliers or by any other shall not be impaired or discharged by any de, given conceded or agreed, with or without
to the said within written contract. any law for the time being in force or banking transferable by the Beneficiary (i.e. GUVNL or
son such as assignee, transferee or agent of Any invocation of the Guarantee can be made
n before, our liability under this guarantee is
only). Our guarantee shall
rate of validity of the Bank Guarantee). Unless
re made to us in writing on or before
s of the Beneficiary under this Bank Guarantee
scharged from all liabilities there under:
Signature of the Bank's Authorized Signatory With Official Round Seal.



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NAME OF DESIGNATED BANKS:

- 1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
- 2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

..2...

INSTRUCTION FOR ISSUANCE OF BANK GUARANTEE:

1.	BG to be issued by the Banks recognized/ notified by the Finance Department, Govt. of Gujarat (GOG) from time to time.
2.	BG must be executed on Non-Judicial Stamp Paper of requisite value prevailing at the relevant time, at present Rs. 300/-
3.	Date of purchase of Non-Judicial Stamp Paper, Execution date of Bank Guarantee should be within 6 months from the date of purchase of the Stamp Paper.
4.	In case the attached Bank Guarantee proforma does not start on the face of the stamp paper, at least the following wordings must invariably be hand-written or printed on the face of the Stamp Paper and be signed by the authorized Officer of the Bank with Official Seal - "BANK GUARANTEE No
5.	The page number should be mentioned on each page, if the Bank Guarantee is in more than one page.
6.	The competent officer of the Bank should sign and affixed his official seal mentioning their name & ID on each page of the Bank Guarantee as well as confirmation letter.
7.	Bank Guarantee must be strictly as per the prescribed format only and no deviation is allowed.

Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

ANNEXURE - 1

Vendor must fill up below details:

1	PRICES: [Price Variation] (Please Specify YES / NO.)	
	GOODS and SERVICE TAX: (In percentage)	
2	(Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED)	%
	Please quote your GST Registration No. & Date.	
2	PENALTY TERMS AGREED :	
3	(Please Specify YES / NO.)	
	PERFORMANCE GUARANTEE TO COVER EXECUTION &	
4	WARRANTY PERIOD (SECURITY) TERMS : AGREED:	
4	(Cl.no.23)	
	(Please Specify YES / NO.)	
	DELIVERY TERMS AGREED:	
5	(Please Specify YES / NO.) (It should not be different than	
	declared / mentioned in Annexure-2)	
6	VALIDITY OF THE OFFER AGREED:	
b	(Please Specify YES / NO.)	
7	PAYMENT TERMS AGREED:	
,	(Please Specify YES / NO.)	
8	ITEMS OFFERED : Brief description :	
9	QUANTITY OFFERED (It should not be different than	
9	declared / mentioned in Annexure-2)	
10	TELEPHONE NOS. & FAX NO:	
11	Authorized person of the firm :	
12	Name of the proprietor, partners, directors [as the case	
	may be], along with address, telephone, fax no. etc.	
	If Vendor Registration is Done:	
13	(Please submit copy of Vendor Registration approval	
	letter in the EMD cover).	

Signature of Tenderer:	Place:	Date:	Company's Round Seal:
T SIRIIATUTE OF TENDETEL.	PIACE.	Date.	COMBANY S ROUNG SEAL



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE - 2 DELIVERY SCHEDULE

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

DETAILS OF ITEMS OFFERED BY BIDDER

Sr. No.	Details of Items Offered	8 Meter/200Kg (PSC) poles.
1	Total Quantity of 8 meter; 200kg, (PSC) Poles offered to Tender	
2	Minimum tender quantity offered per month	
3	Minimum tender quantity offered per year	
4	Supply period of order.	24 months or extended period for supply

GUARANTEED DELIVERY SCHEDULE

Bidder should furnish their Delivery Schedule of the tendered item-8 Meter/ 200Kg PSC Poles in the following table:

	Guaranteed maximum quantity offered per month	Guaranteed minimum quantity offered per month	
	8 M/200 kg. pole	8 M/200kg. pole	
1			

I/We agree to above guaranteed delivery schedule or revised schedule required by UGVCL while execution of the order/Any amended order for supply of PSC Poles against tender.

Seal of the Firm

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 <u>ANNEXURE – 3</u>

UN - PRICED SCHEDULE (COPY WITHOUT PRICES).

Sr. No.	Details of the Items	Quantity Offered	Firm's Per <u>Annum</u> Production Capacity for the offered item / items.
1	Supply of 8M /200 kg. PSC Pole as per design of UGVCL		

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE – 4 DETAILS OF THE FIRM

Bidder may MANDATORILY fill all the details in this form.

<u> </u>			
Supplier Name			
Supplier status (Regular /	New supplier)		
Within Gujarat / Outside (Gujarat		
Pvt. Firm / Public Ltd. / Sta	ate Govt. Under taking / Central	(Indicate th	e relevant status)
Govt. undertaking			
Supplier Category		Manufacturer/Trader	
Vendor Registration Letter No. & Date (If registered and			
Letter no. issued by GUVNL or any DISCOM's.			
Vendor Registration Fee		Paid / Not Paid (New entrant)	
Vendor Registration Date			
Vendor Registration Validity Period		From Date	to Date
GST No. and GST Date			
SSI Certificate No. & Date			
SSI Certificate No. and Date			
NSIC /DGS&D/CSPO Certificate No. (Valid) if applicable			
NSIC /DGS&D/CSPO Certificate Date.			
If under NSIC scheme. If Yes then Monetary limit.		Rs.	
Custom No. and Date (If applicable)			
License Type (ISO9001/9002)		ISO 9001 / ISO 9002 (Tick Applicable)	
License Validity Period		From Dateto Date	
Address of	Registered Office	Factory /	Authorized Representative
		Works	
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Specimen signature			

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

ANNEXURE-4 (Continued)

	DETAILS OF PART	NERS / DIRECTORS	OF FIRM / COMPAN	Y
Sr. No.	Name of Partners / Directors DIN no. as applicable	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
6				
Nam	e Of Authorized Signatory:			

@ Applicable for Gujarat based (Works in Gujarat) bidders only.

Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)

Telephone: (02762) 222080-81 Fax: (02762) 223574

CIN – U40102GJ2003SGC042906 Website: www.ugvcl.com e-mail: eecivil@ugvcl.com

UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE – 5

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

Sr.	Details	Confirmation
No		(Tick √ any one)
1	ANNEXURE - 1	YES / NO
2	Delivery schedule as per "Annexure- 2"	YES / NO
	Copy of the un-priced schedule (Description and quantity of items	
3	offered in price schedule without price).	YES / NO
	"Annexure - 3".	
4	Firm's details as per "Annexure –4"	YES / NO
5	ANNEXURE - 5	YES / NO
6	ANNEXURE - 6	YES / NO
7	Past experience details as per "Annexure-7"	YES / NO
8	ANNEXURE - 8	YES / NO
9	Performance certificates as per "Annexure-9"	YES / NO
10	ANNEXURE – 10	YES / NO
11	ANNEXURE – 11	YES / NO
12	ANNEXURE – 12	YES / NO
13	ANNEXURE -13	YES / NO
14	Annexure-14	YES / NO
15	Annexure-15	YES / NO
16	Certificate of Important Instruction & certificate-A	YES / NO

NOTE:

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

Cianatura of Tandarari	Dlacar	Data	Company's Dound Cook
Signature of Tenderer:	Place:	Date:	Company's Round Seal:



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

<u>ANNEXURE – 6</u>

(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / B	BLACK LIS	T
THEREOF).		

Sub: Undertaking in regard to Stop Deal,	/ Banned for Business dealing /	Black List
Thereof.		

Ref: TENDER NOTICE No. UGVCL/CIVIL/PSC POLE-8M/2022-24/275

All bidders will have to furnish the following undertaking each quoted item of the tender along with the Technical B	Bid.
I / We	
authorized signatory of M/S	here by
certify that M/S	or banned for business dealing and / or
Seal of the Firm	Signature of the Tendere

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE- 7

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

Sr.	ITEMS SUPPLIED	ORDER REFERENCE	ITEMS	QUANTITY	ORDER FULLY	STATUS, IF ORDER	REMARKS
No	то	No. & DATE			EXECUTED	UNDER	
Α	GUVNI (Forr	nerly GEB) MG	VCI /LIGV	CI /DGVCI /PG	YES/NO	EXECUTION	
1)	GOVINE (1 OII	THEITY GLD / IVIG	CL, OGV	CLIDGVCLIFG	VCL		
2)							
3)							
4)							
5)							
В	OTHER STAT	E ELECTRICITY E	BOARD's:	T	T	I	
1)							
2)							
3)							
4)							
5)							
C	PRIVATE FIR	MS:	<u> </u>				
1)							
2)							
3)							
4)							
5)							

Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE – 8

Subject: Tender for Supply of 8 Meter/ 200 Kg working Load Readymade, Prestressed Concrete (PSC) Poles for two year duration.

Reference: TENDER NOTICE No. UGVCL/CIVIL/PSC POLE-8M/2022-24/275

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

- 1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.
- 2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations)
- 3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except the deviations shown in Annexure of Technical Deviations) our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm		Signature of the Authorised Representatives of the firm
Date:		
	Name:	
	Status:	:
Name of the Tendering Firm / Agency:		



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<u>UGVCL/CIVIL/PSC POLE-8M/2022-24/275</u> <u>ANNEXURE – 9</u>

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

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

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE – 10

TENDER NOTICE No. UGVCL/CIVIL/PSC POLE-8M/2022-24/275

Vendors must furnish the below details along with technical Bid.

- ١. The financial turn over for the last three years.
- II. Supply of materials in quantity for the last three years.
- III. Supply of materials in quantity to DISCOM's of GUVNL for the last three years.
- IV. The yearly capacity to manufacture the materials in quantity.
- ٧. The order on hand in quantity with delivery schedule.

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 ANNEXURE – 11

TECHNICAL AND COMMERCIAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE

ONLY AND TO BE SUBMITTED WITH TECHNICAL BID.

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

ANNEXURE – 12

(UNDERTAKING IN REGARD TO QUOTED PRICE)
Sub: Undertaking in regard to quoted prices.
Ref: TENDER NOTICE No. UGVCL/CIVIL/PSC POLE-8M/2022-24/275
All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender along with the price bid.
"This is to certify that we have not quoted/offered the tender items viz to other SEBs / Power Utilities with this tender specification of UGVCL at lower Unit Ex-Works price than the Ex-Works prices quoted in this tender by us for the same item during last Six (6) Months."
The prices quoted by us for the same item to other SEBs during the last six (6) months are given below:
Signature of the Tenderer Seal of the Firm

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

This is to be submitted in separate Sealed Cover super scribed "Undertaking in regard to quoted

price" and should be placed in Technical bid Cover.



Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)

Telephone: (02762) 222080-81 Fax: (02762) 223574 **CIN – U40102GJ2003SGC042906** Website: <u>www.ugvcl.com</u> e-mail: eecivil@ugvcl.com

UGVCL/CIVIL/PSC POLE-8M/2022-24/275

ANNEXURE - 13

UNDERTAKING IN REGARD TO INTEREST OF ANY EMPLOYEE OF UGVCL

Sub: Undertaking in regard to Interest of UGVCL employee thereof.	
Ref: TENDER NOTICE No. UGVCL/CIVIL/PSC POLE-8M/2022-24/275	
All bidders will have to furnish the following undertaking duly filled in, so each quoted item of the tender along with the Technical Bid.	
I / Weauthorized signatory of M/Scertify that in our Company/Firm, UGVCL employee or his relative share is defined in Section 2(77) of the Company's Act. 2013.	
Sig Seal of the Firm	nature of the Tenderer

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



Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)

Telephone: (02762) 222080-81 Fax: (02762) 223574

CIN – U40102GJ2003SGC042906 Website: www.ugvcl.com e-mail: eecivil@ugvcl.com

UGVCL/CIVIL/PSC POLE-8M/2022-24/275

ANNEXURE - 14

Ref: TENDER NOTICE No. UGVCL/CIVIL/PSC POLE-8M/2022-24/275

LIST	OF DOO	TIMENTS	REQUIRED	FOR CH	IANGE O	F NAMF
LIJI		JUIVIEIN I 3	REQUIRED	FUN CF	IANGE O	T INAIVIE.

1.	Undertaking letter format as per Annexure "A".
2.	Latest renewed Factory License in the new name.
3.	Memorandum, and Articles of Association.
4.	List of Directors.
5.	Documentary evidence about change of Name.

Annexure A (On duly Notarized Non-Judicial Stamp Paper of Rs. 100/-)

UNDERTAKING

We,		M/s									_	address
				r -							•	/ declare
that	the	nan	ne o	t ou	ır Company	/	Firm	has	been	changed	from to	M/s. M/s.
								purs	suant to	MOA / Am		•
nor	_	produ	ıcts / i		g confirm that and that char				•			
We	shall	be	liable	and	responsible,	aı	nd '	Vendo	r Re	egistration	give	en by
the	obligati	ons re	elated	to it.		_ (IVa	me or si	ubsiaia	ary Com	pany), and	agree to	o ruiriii aii

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



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Telephone: (02762) 222080-81 Fax: (02762) 223574 **CIN – U40102GJ2003SGC042906** Website: <u>www.ugvcl.com</u> e-mail: eecivil@ugvcl.com

UGVCL/CIVIL/PSC POLE-8M/2022-24/275

ANNEXURE - 15

FORMAT OF APPLICATION FOR PAYMENT THROUGH RTGS / NEFT

То,
The General Manager (F)
Uttar Gujarat Vij Company Limited,
Regd. & Corporate Office, Visnagar Road,
Mehsana-384001
Sub: Confirmation/details for payment to be received through RTGS / NEFT option against our supply/services pursuant to the AT/WO issued by UGVCL/ EMD refund Payment etc.
AT/WO No if any:
Dear Sir, We hereby confirm that we are willing to opt for payment to be received through RTGS / NEFT. The bank details duly confirm by bank, for receipt of payment against material supply/services, miscellaneous dues, EMD refund. <u>Bank Details</u>
1) Account No. :
2) Type of Account :
3) Bank Name :
4) Branch Name & Address :
5) Contact No. of the branch :
5) IFSC No. :
Communication Details
1) Email ID: 2) Cell No. :
We authorize you to deduct necessary bank charges of NEFT/RTGS. We have forwarded a soft copy of the above details to aocash@ugvcl.com on date Yours faithfully,
(Signature & Name of auth. sign. with company/firm stamping) Certified that the furnished above bank details are correct as per our records.
Bank's Stamp Authorized Signatory



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

REQUIREMENT OF 8M PSC POLE FOR TWO YEAR

Sr.No	Circle	Division	Oct-22 to Sep-23	Oct-23 to Sep- 24	Total for 02 yrs
		SABARMATI	20,900	23,400	44,300
		BAVLA	16,100	14,750	30,850
	Sabarmati	KALOL	4,680	5,020	9,700
1		GNR-Rural	7,200	7,000	14,200
		GNR-Urban	2,270	2,330	4,600
		BOPAL	6,670	8,810	15,480
	Tot	tal	57,820	61,310	1,19,130
		Himatnagar	8,800	8,500	17,300
	Himatnagar	Idar	13,100	13,000	26,100
2		Bhiloda	8,300	7,600	15,900
		Talod	9,000	8,000	17,000
		Modasa	8,400	8,980	17,380
	Tot	tal	47,600	46,080	93,680
		PLN I	8,650	8,650	17,300
		PLN II	9,800	9,850	19,650
	Palanpur	DSA I	17,900	18,100	36,000
3		DSA II	26,250	25,750	52,000
		RADHANPUR	17,050	16,900	33,950
		SIDHAPUR	4,850	4,850	9,700
	Tot	tal	84,500	84,100	1,68,600
		Mehsana	3,810	3,830	7,640
		Kadi	10,020	9,970	19,990
4	Mehsana	Patan	13,200	12,000	25,200
4		Vijapur	6,000	6,000	12,000
		Visnagar	7,000	6,900	13,900
	Tot	tal	40,030	38,700	78,730
	UGVCL Tota	al	2,29,950	2,30,190	4,60,140

Cianatura of Tandarari	Dlacor	Data	Company's Dound Cool
Signature of Tenderer:	Place:	Date:	Company's Round Seal:



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Telephone: (02762) 222080-81 Fax: (02762) 223574

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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 EXISTING 8M POLE FACTORY LOCATION

SR. NO.	NAME OF POLE FACTORY	NAME OF DIVISION UNDER WHICH POLE JURISDICTION POLE FACTORY EXISTS.
1	DHANAP	GANDHINAGAR
2	KALOL(CGSM)	KALOL
3	KALOL(PSP)	KALOL
4	AMIPURA	BAVLA
5	BAJANA	(PGVCL)
6	JOTINGDA (BOTAD)	(PGVCL)
7	KHALAL	(MGVCL)
8	PALANPUR	PALANPUR-1
9	SIDHPUR	SIDHPUR
10	SHIHORI	DEESA-1
11	MERWADA	PALANPUR-2
12	HEBATPUR	PALANPUR-2
13	KANTHERIA	RADHANPUR
14	CHORA	DEESA-2
15	IDAR	IDAR
16	RAHIOL	MODASA
17	MALPUR	MODASA
18	DITASAN-1	MEHSANA
19	DITASAN-2	MEHSANA
20	DHANODHARDA	MEHSANA
21	ANODIYA	VIJAPUR
22	KHERALU	VISNAGAR

PREFERRED LOCATIONS FOR NEW POLE FACTORIES:

Under Palanpur Circle: In vicinity of Vav/Bhabhar/Danta

Under Mehsana circle: Sankheswar

Under Himatnagar circle: Himatnagar/Khedbrahma/Talod/Vijaynagar

Under Sabarmati circle: Mandal/Viramgam

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



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

Tender for Supply of 8 Meter/ 200 Kg working Load Readymade, Prestressed Concrete (PSC) Poles for the two year duration [Oct-2022 to Sept-2024].

Due On:				
On Firm's Letter Head CERT	IFICATE – "A"			
I / We	hereby is not relate	ed with othe	fy	
Seal of the Firm	Signature of the Ten With Designatio			
Place: Date:				



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 UTTAR GUJARAT VIJ COMPANY LTD.

REGD. & CORPORATE OFFICE: VISNAGAR ROAD: MEHSANA-384 001

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	,	u	-		' 1 1	

IMPORTANT INSTRUCTIONS

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

"This is to confirm and certify that the offer submitted by me is strictly in accordance with UGVCL Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure 11 of Technical Deviations as per clause no.24 of this tender document) in the offer from UGVCL Tender Specification. I undertake to abide by UGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per UGVCL Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of UGVCL, including delivery schedule."

(Signature of the Tenderer)

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

	Signature of Tenderer:	Place:	Date:	Company's Round Seal:
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Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)

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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

FORMAT FOR VENDOR REGISTRATION

1(a)	Name of the firm	
1(b)	Address of the registered Office of the Firm.	
	Phone / Fax no.; E-Mail address	
1(c)	Address of the Pole Factory	
1(d)	The date of commencement of production at	
	the Factory	
	Whether Proprietary Concern; Partnership	
	Firm: Pvt. Ltd. Co.; Or Public Ltd. Co.	
2(a)	[Certified Copy of relevant documents to be	
	enclosed along with Registration of Firm where	
	ever applicable]	
2(b)	Name of the Proprietors, Partners, Directors,	
2(0)	as the case may be along with their address.	
3	Total Investment excluding Loan Capital.	
4	Loan Capital if any	
5	Land Area of the Factory with approved layout	
	& ownership detail in the name of bidder or	
	Lease agreement document if any.	
6	Built up area of the Factory	
7	No. of shifts in the Factory	
8	Factory License No.	
9(a)	Small Scale Certificate No.	
	Value of Plant and Machinery certified by SSI	
9(b)	in case of SSI Units, Or certificate of a	
	Chartered Accountant.	
10	Details of machinery installed with their capaciti	ies.
		3
11	Details of testing equipment with their capacitie	es.
		3
		-
12	Qualified personnel employed in the Factory.	
	Managerial/Production staff	

a			
Signature of Tenderer:	Place:	Date:	Company's Round Seal:
Signature of Tenderer.	PIACE.	Date.	COMBANY S ROUNG SEAL



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275

	Quality Contr		<u>ULE-81VI/2U22-</u>	<u> </u>	<u> </u>	
	Skilled Workmen.					
	Unskilled Wo	rkmen.				
	Others					
13	Sources of su	pply of raw ma	terials.			
Α	Portland Cen	nent (43/53 grad	de)			
В	H.T. Steel Wi	re (4mm)				
С	Steel bars (6r	nm)				
D	Sand					
Е	Aggregates (Coarse & fine)				
F	Water for co	ncrete mixing.				
14	Production C	Production Capacity Details for manufacture of 8/10 meters PSC poles				
А	No of casting Beds installed & commissioned					
В	No. of Poles per bed					
С		apacity per mor	nth			
	C= (A x B x 30	, .				
15	Pole Curing C be specified i		0 meters PSC p	oles	details of po	nds with sizes (Sizes to
Pond No.	Length	Width	Depth		Volume	Pole Capacity
1						
2						
3						
4						
16	Whether the	firm possesses	ISO 9001/90	02		
	Certificate;					
	If yes furnish	ISO number & v	validity			

Remarks.



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UGVCL/CIVIL/PSC POLE-8M/2022-24/275 DOCUMENTS TO BE ENCLOSED WITH VENDOR REGISTRATION FORMAT

Following documents as applicable are to be attached in single copy.

Sr. No.	Document to be submitted	Enclosed Copy	
1	Declaration of proprietorship, Partnership Deed or Article	VEC / NO	
	of Association and Registration of Firm	YES / NO	
2	Latest Audited Balance Sheet for Regular Vendor /	YES / NO	
	Financial credentials for New Vendor	TLS / NO	
3	Factory License	YES / NO	
4	GST Registration	YES / NO	
5	PAN/TAN registration	YES / NO	
6	Valid SSI and NSIC/DGS&D/CSPO/UDYAM Registration	YES / NO	
	Certificate (if applicable)	TLS / NO	
7	Details of machinery installed with their capacities	YES / NO	
8	Details of testing equipment with their capacities	YES / NO	
9	List of Orders for PSC Poles executed during last one year	YES / NO	
9	or Prestressing work experience certificate.	TES / NO	
10	Detailed Approved Layout of pole factory [Drawn to scale]	YES / NO	
10	with ownership detail.	YES / NO	
	Land documents i.e Sale Deed, Index-2, Proof for applied		
	for N.A. permission etc. If, premises is on Lease, Lease		
11	Deed Agreement for period of minimum 3 years in case	YES / NO	
	of rental premises,		
	If premises in GIDC area, GIDC Possession order		
12	Connected Motive Power Load of the factory. [Enclose	YES / NO	
12	copy of bill]	ILS / NO	

- Note- 1. New vendors shall have to submit above Documents or proof of applied to respective authority, whichever applicable, along with application for Vendor Registration.
 - 2. Final vendor registration shall be issued on submission of above documents, establishing required infrastructure for manufacturing & testing of PSC Poles, whichever is applicable.

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