

CPP TENDER NO. PGVCL/PROC/PPP/11 KV XLPE Cable/827



PASCHIM GUJARAT VIJ COMPANY LIMITED

**REGD. & CORPORATE OFFICE:- "PASCHIM GUJARAT VIJ SEVA SADAN"
OFF NANA MAVI MAIN ROAD, LAXMINAGAR, RAJKOT-360004
CIN U40102GJ2003SGC042908**

Telephone Nos:-0281-2380425/427/2360182

Fax No:-0281-2368175

Website:-www.pgvcl.com

E-mail:-proc.pg@gebmail.com

TENDER NOTICE

The Chief Engineer (Material) invites "On line Tenders" on behalf of PGVCL, MGVCL, DGVCL & UGVCL for the purchase of following items. Tender Papers & Specifications may be downloaded from Web site <https://pgvcl.nprocure.com> (For view, download and on line submission) and PGVCL web site www.pgvcl.com (For view & download only). Tender fee may be paid along with submission of tender in EMD cover. All the relevant documents of tender to be submitted physically and will be received only by Registered Post A.D. or Speed Post addressed to The Chief Engineer(Material), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, Nana Mava Main Road, Laxminagar, Rajkot - 360004 "NO COURIER SERVICE OR HAND DELIVERY" will be allowed. Tender number must be mentioned on the tender cover.

All the bidders, in respect of tender item must have valid vendor registration with the GUVNL or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened. Further refer clause no.3 of SCHEDULE - "A".

Sr.No.	Description		
1	Tender No.:	PGVCL/PROC/PPP/11 KV XLPE Cable/827	
2	Tender Item:	11 KV (HT) XLPE Cable of size 3Cx185 mm ² - Qty. 363 Km	
3	Tender Fee in Rs. (non-refundable)	Rs. 10,000 + 18 % GST = 11,800/- (Rs. Eleven Thousand Eight Hundred Only)	
4	Earnest Money Deposit amount in Rs.	Name of item	for MSME units
		11 KV XLPE Cable	for MSME units
		3Cx185mm ²	Rs. 4.25 Lacs
5	Online Preliminary, Technical & Price bid i.e. On line (e-tendering) / offer submission last date (This is mandatory)	29/06/2018 up to 18:00 Hrs.	
6	Relevant Documents Physically (By Registered Post A.D. or Speed Post only) submission last Date (This is mandatory)	02/07/2018 up to 18:00 Hrs.	
7	Date of opening of Tender fee & EMD cover documents physical as well as on line	03/07/2018 up to 18:00 Hrs.	
8	Date of opening of Technical Bid physical as well as on - line	04/07/2018 up to 18:00 Hrs.	
9	Date of On line Opening of Price Bid (Tentative, if possible)	11/07/2018 up to 18:00 Hrs.	

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

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- PGVCL GSTIN No. is 24AADCP1453C1ZZ
- Every Bidder has to inform their GSTIN No. at the time of payment of applicable fees.

IMPORTANT:

- (1) As per the notice of the invitation of tender (newspaper advertisement), the tender is invited by e-tendering (on - line) mode, for which following conditions are mandatory and any deviation will be found in that case, the tenders / offer will be out rightly rejected and no any further communication in the matter will be entertained.
- (2) All the relevant documents as mentioned in clause no.8 of schedule-A of the Tender is to be submitted physically in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.
- (3) Required documents as mentioned in clause no.41 of commercial terms and condition / as mentioned in annexure-11 of online tender should be uploaded in technical stage of online bid. In case of non-attachment of mandatory document or attachment of wrong document, bid may be rejected at discretion of PGVCL.
- (4) 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 shall be liable for rejection at the discretion of PGVCL.

Further bidders are requested to submit price - bid in on-line tender 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.

Remarks for Price Bid: -

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

- (5) It is mandatory for all the bidders to submit their tender documents by both forms viz. on - line (e - tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.
- (6) **If any discrepancy found in particular clause of Commercial terms and Conditions and Schedule-A of tender, then clause of Schedule-A will be considered as final.**

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

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the CHIEF ENGINEER(MATERIAL), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVA MAIN ROAD, RAJKOT-360 004.

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

I/c Chief Engineer (Material)
PGVCL, Rajkot

Signature of bidder :		Company's Round Seal:
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Download Tender Documents in (PDF Format) which consists of:

Part - I : Schedule "A" indicating the quantities & items.

Part - II : Commercial Terms & Conditions

Part - III : Technical Specifications, GTP & drawing if any.

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

NOTE:

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

(n) Procure Cell

(n) code solutions-A division of GNFC Ltd.,
403, GNFC Infotower, S.G. Road, Bodakdev
Ahmedabad - 380054 (Gujarat)

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

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: nproucre@gnvfc.net

Other Terms & Conditions as per detailed tender document

Signature of bidder :		Company's Round Seal:
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SCHEDULE - "A"

Sr. No.	Description of Material	Tender Quantity in Km					DELIVERY PERIOD
		PGVCL	UGVCL	MGVCL	DGVCL	Total	
1	11 KV (HT) XLPE Cable of size 3Cx185 mm ² .	74	199	0	90	363	<u>Within 5 (Five) Months</u> on equal monthly basis after Commencement period of 45 days from date of receipt of Letter of Acceptance (LOA)

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

Tender items is under **Critical category**. Please refer clause no. 6.1.2.1 of Tender Notice, Schedule-A for quantity distribution.

IMPORTANT

1	The quantity to be purchased will be decided by PGVCL. The PGVCL reserve the right to reduce the tender quantity as per PGVCL/UGVCL/MGVCL/DGVCL requirement at the time of finalization of the tender.
2	Seal and signature in "Important Instruction" is MUST.
3	<p>Vendor Registration Clause no. 2 of Commercial Terms & Conditions is replaced as under; 3.1 REGISTRATION: All new Suppliers shall get themselves registered by paying non-refundable Registration Fees plus GST as applicable, as detailed below, to the concerned subsidiary Company with Vendor Registration Application Form and all relevant documents. The Vendor Registration for non-Engineering items like stationery, uniforms etc., as per Annexure - I is not required. While for other items, Vendor Registration is compulsory for the Bidders to participate in the Tender.</p> <p>(1) For factory within the Gujarat State. Rs. 15,000/- (+18% GST) for Micro and Small Industries. Rs. 25,000/- (+18% GST) for all other category of Industries.</p> <p>(2) For factory within the Country but out of Gujarat State. Rs. 50,000/- (+18% GST) for Micro and Small Industries. Rs. 75,000/- (+18% GST) for all other category of Industries.</p> <p>(3) Out of Country: \$ 5,000 USD (+18% GST). To be remitted by the prospective Vendor through SWIFT (Purchaser to give Bank Account details)</p> <p>(4) For Re-Registration of already registered Vendor, the Vendor has to pay 50% of the Vendor Registration fees plus GST as applicable 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.</p> <p>(5) In case of multiple manufacturing locations of Vendor, fees shall be paid for each location.</p> <p>(6) Vendor Registration shall be issued on manufacturing unit-wise of the firm.</p> <p>(7) The Registration Charge shall be reviewed every three years.</p>

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- (8) Registration Charge shall be non-refundable even if registration is denied.
(9) Payment of registration fees does not guarantee the registration as approved vendor.
(10) Period: The registration is valid for five years from the date of Vendor Registration.
The subsidiary Companies of GUVNL shall inspect the factories every two years, if required.

3.2 Existing Registered Vendor: -

- (1) The registration of existing Vendors of GUVNL & its subsidiary Companies would continue for the period prescribed in the Vendor Registration Order. Upon expiry of the validity period, the Firm shall re-register themselves by following the prescribed procedure, as stipulated herein below. Existing Vendor should apply for re-registration at least two months before the date of expiry of their existing registration. If, firm has not applied for re-registration before two months from the date of expiry of their existing registration but applied prior to the date of publication of Tender in the Newspaper, in such case the Company reserves the right to consider or not to consider their bid at its sole discretion.
- (2) However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.
- (3) In case, the registered vendor desires to add new item/(s) of lower capacity of relevant Indian Standard in their existing vendor registration certificate of higher capacity, the vendor has to pay Rs. 1000/- as registration charges plus GST as applicable and submit application along with following documents.
- (4) The applicability of vendor registration period shall be as per existing vendor registration for all items. Company may waive the inspection of factory premises, if deem fit.
- (5) Type test report for each rating/size of item/(s) to be registered not older than 7 years.
- (6) ISI/ BIS/ International Licenses, if applicable.
- (7) In case, the registered vendor desires to add new item/(s) of higher capacity of relevant Indian Standard in their existing vendor registration certificate of lower capacity, the vendor has to pay 50% of the Vendor Registration fees plus GST as applicable towards registration charges and submit application along with following documents.
- (8) The vendor registration period shall be as per existing vendor registration for all items. The inspection of factory premises shall be carried out as per procedures of new application.
- Type test report for each rating/size of item/(s) to be registered not older than 7 years.
 - ISI/ BIS/ International Licenses, if applicable.
 - List of Plant & Machineries.
 - List of testing equipment.

3.3 Guidelines for Vendor Registration / Re-registration:-

- (1) The Vendor Registration / Re-Registration Application Form duly filled in with requisite Registration Fees plus GST as applicable and relevant documents such as all type Test Reports from the factory location sought for, as per relevant IS / IEC Specifications conducted at NABL accredited Laboratory or Govt. approved lab not older than Seven Years and other documents as per Annexure - II shall be submitted to the concerned Company. Incomplete application along with all documents shall be returned within 07 calendar days on receipt of the application with reasons for such rejection highlighting

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the list of incomplete documents / information. Thereafter, if firm does not re-submit his application along with complete required documents within seven calendar days from the date of receipt of rejection, then the application submitted earlier for Registration will be treated as rejected and disposed of.

- (2) If deficiencies are found on factory inspection, the application shall be returned with highlighting such deficiencies immediately within Seven days. Thereafter, if Firm does not re-submit their application indicating rectification of deficiencies with supporting documents within Thirty days, then application of such Firm will be treated as rejected and disposed of. Actual expense for second inspection will be borne by the Firm.
- (3) The prospective Vendor may then submit a fresh application along with fresh Registration Fees after rectifying / complying with all the deficiencies. Such application shall be treated as fresh application for all purposes.
- (4) 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 GST as applicable and factory inspection shall be carried out as per norms.
- (5) 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 III, to the Company, 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 respective Company within 90 days, in such case, the firm will not be considered as registered vendor.

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

- (6) In case of Vendor Registration for Regular items, the new Vendor, who has submitted their application for Vendor Registration with all required fees and all the requisite documents prior to the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid.

In case of Vendor Registration for new products, which are to be procured first time, the new Vendor who has submitted their application for Vendor Registration with all required fees and all the requisite documents within 21 Calendar days from the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid. However, to encourage new vendors for new products, wide publicity through newspapers / web-site, indicating details of items to be procured should be given at least 45 days prior to invitation of tender to enable the New Vendors to register them as vendor.

If, Company invites short notice tender for urgent requirement of the material, above time limit for applying for vendor registration may suitably be modified by respective Company.

If the firm fails to submit the Vendor Registration Certificate before opening of Price Bid, their Technical Bid shall be rejected and Price Bid shall not be opened. However,

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the process of tender shall not be delayed by the Company merely because of vendor application of a bidder is in process. The participating bidder must enclose copy of Receipt of the Fees paid towards Vendor Registration along with the Tender Fees / EMD payment receipt.

There shall be no relaxation in above as companies also require reasonable time to evaluate the vendors credential & complete the process of registration.

- (7) At the time of re-registration, the Vendor's works / factory shall be re-inspected departmentally, incase factory situated within the Country, while for other factory it shall be either departmentally or through third party inspection, if deem fit.
- (8) In order to streamline Vendor Registration process and to avoid overburdening on any particular company with Vendor Registration work, all new Vendor Registrations and re-registrations of existing Vendors on completion of 5 years in respect of Vendors, whose factories are in Gujarat shall be done by the concerned company within whose licensee areas such factories are located for the items used by Companies.
- (9) In case of the Vendors whose factories are located in Torrent Power Ltd license area of Ahmedabad - Gandhinagar, it will be the responsibility of UGVCL and those in Surat, it will be the responsibility of DGVCL.
- (10) In case of the factories located outside Gujarat, the responsibility for Registration and re-registration of Vendors shall be as under (As per attached Map):
 - 3.3.10.1 Northern Region ----- UGVCL,
 - 3.3.10.2 Western Region ----- PGVCL,
 - 3.3.10.3 Southern Region ----- DGVCL,
 - 3.3.10.4 Eastern and North-Eastern Region ---- MGVCL.
- (11) For overseas Vendors having their works / factories located outside India, responsibility shall be taken by the concerned company to whom Application for Vendor Registration is made by the prospective Vendor to undertake the required procedure.
- (12) For the items specifically used by GETCO and GSECL, all new Vendor registrations and re-registrations of existing Vendors on completion of 5 years shall be processed by respective Company.
- (13) The new Vendor for the items, commonly used by COMPANYs and by GETCO / GSECL the application will be entertained by either GETCO or GSECL or by the DISCOM as per above jurisdiction criteria.
- (14) The Re-registration of existing Vendors on completion of 5 years shall be done by GETCO or GSECL in respect of their registered Vendors, whereas in respect of the Vendors registered by any DISCOM, the Re-registration will be done by companies as per above jurisdiction criteria stated as above.
- (15) For the material specifically used in GETCO, GSECL and not utilized by DISCOM, the Vendor Registration of those items shall not be made by DISCOM and vice-versa.
- (16) No Tender document is to be entertained for the firm / from any Company, who is not 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 evaluation, if it fulfills the requirement as per clause No. 1.3.6.
- (17) The Factory Inspection is mandatory in respect of new Vendors. No inspection waiver will be considered. If required, factory inspection of existing Vendors may be conducted every two years departmentally incase factory situated within the Country, while for other factory it shall be either departmentally or through third party.
- (18) The subsidiary Companies of GUVNL have to inspect factory of applicant within 30 calendar days from the date of application in case of First Registration within which

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- inspection has to be carried out departmentally for works in India (Note: Inspection will be arranged only if the documents are otherwise found complete in all respect).
- (19) 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 submit their consent for Photography.
 - (20) The new Vendor Registration shall be given to the item/(s) to be mentioned clearly, for which the vendor has submitted type test report along with application. The Vendor Registration shall be given in the name of item only. The relevant IS of the material shall be mentioned in the bracket for that item.
 - (21) Mere Vendor registration shall not itself vest any right on a firm 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.
 - (22) Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.
 - (23) Only the courts at Head quarter of the Company (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.
 - (24) Government or Government Controlled Organization/ Undertaking or State Public Sector Undertaking/ Enterprise or Central Public Sector Undertaking/ Enterprise is exempted from payment of Vendor Registration Fees. They have to simply mention their intention for vendor registration on their letter-head along with list of machineries and list of testing equipments available at respective works. This application may be done at the time of bidding itself. Based on the same, respective company will issue vendor registration certificate. The company may inspect factory premises, if required. However, company shall issue vendor registration within 15 days from date of application.
- 3.4 Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:-
- 3.4.1 The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.
 - 3.4.2 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 a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.
 - 3.4.3 Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.
 - A. 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.
 - B. 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,
 - (i) No enquiry shall be issued to a firm.
 - (ii) No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
 - C. 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: -
 - (i) 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

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	<p>scrutiny of Preliminary / Technical Bid.</p> <p>(ii) 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.</p> <p>(iii) 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.</p> <p>(iv) 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.</p> <p>D. 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.</p> <p>E. 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.</p> <p>F. 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 manufacturing 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.</p> <p>G. If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist.</p> <p>H. The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply from any supplier for that Company only.</p> <p>3.4.4 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 its any Subsidiary Companies.</p> <p>3.4.5 Every Supplier / Vendor shall inform their GSTIN No. at the time of payment of applicable fees.</p>
4	<p>TENDER FEE: Tender fee (Non-refundable) plus GST as applicable as notified in the tender notice should invariably be paid by way of Demand Draft/ Bankers Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO’s) & Cheques are not acceptable. Demand Draft/ Bankers Cheque should be in the “Paschim Gujarat Vij Company Limited”, Payable at Rajkot.</p> <p>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 without GST amount may be refunded to bidder(s), at sole discretion of the purchaser company. Alternatively, the bidder can pay the tender fee plus GST as applicable up to Rs. 10,000/-</p>

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	<p>in Cash at Cash Counter, PGVCL, Corporate Office, Rajkot during working day between 10:30 A.M. to 04:00 P.M. and on working Saturday between. 10:30 A.M. to 04:00 P.M. before the due date and time for submission of tender, and enclose the self-certified photocopy of Money receipt in “EMD Cover Documents”, (Please note “EMD Cover Documents” to be submitted in physical form as per clause no.: 8 hereunder). The “EMD Cover Documents” should be sent by R.P.A.D. OR SPEEDPOST of P&T department of Government of India only addressed to “THE CHIEF ENGINEER (MATERIAL), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVVA MAIN ROAD, RAJKOT-360 004.”</p> <p>Courier service and hand delivery of “EMD cover documents” are not allowed. Short offers received will not be accepted and the offers will be rejected out rightly.</p> <p>Company will not be responsible for the transit loss or misplacement of the EMD Cover Documents. Please note, that “EMD Cover Documents” (in Physical form) received after the due date and time will not be accepted and the offer will be ignored out rightly. NO LATE TENDER / DELAYED TENDER SHALL BE CONSIDERED.</p> <p>Tender fee Demand Draft / Original Money receipt must be kept in the cover of EMD; otherwise supplier’s offer is liable to be rejected and online technical bid will not be opened.</p> <p>Every bidder shall inform their GSTIN No. at the time of payment of applicable fees.</p>
5	<p>PRICE EVALUATION, Clause no. 5 of Commercial terms & Conditions is replaced as under;</p> <p>Tender shall be called for in two bids:</p> <ul style="list-style-type: none"> (i) Techno-commercial Bid and (ii) Price Bid. <p>5.1.1 The price Bid of Techno-commercially qualified Bidders will be opened.</p> <p>5.1.2 For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.</p> <p><u>PRICE EVALUATION:</u></p> <p>5.2.3 No price preference shall be given on any account. All Tenders shall be evaluated on Firm Price End Cost with GST and Cess as applicable basis unless otherwise mentioned in the Tender documents.</p> <p>5.2.4 If the Tender is invited with Total Owning Cost (TOC) Clause, the evaluation shall be done accordingly. For the same, the Bidders have to give the detailed breakup of the End Cost.</p> <p>5.2.5 Negotiation and Price matching: -</p> <ul style="list-style-type: none"> (i) If the Company feels that there is lack of serious competition, or any other valid reasons, the Company may negotiate with the L-1 New and lowest Regular Categories. (ii) If more than one firm is to be considered for placement of order, then New Supplier has to match price with L-1 Supplier and Regular Supplier has to match with L-1 Regular Supplier, as the case may be, who is technically acceptable. (iii) The firm, who has submitted their consent for price matching with Regular/ New L-1 bidder, as the case may be, for allotted quantity 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. (iv) If an order is under execution by a Firm placed by the Company and in the meanwhile Tender is invited for the same item by same Company or by other Company on behalf of them, and the rates received/ negotiated in this subsequent Tender from same Firm are lower than the rates at which the current

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	<p>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.</p>
6	<p>Quantity Distribution Clause no. 6 of Commercial terms & Conditions is replaced as under;</p> <p>6.1 Quantity Distribution:-</p> <p>6.1.1 Reservation for Gujarat based Parties:-</p> <p>(i) Not less than 50% of the quantity to be purchased may be given to parties, who propose to supply such material from their manufacturing Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price End Cost including GST and Cess as applicable, (if they themselves are not L-1). If they are L-1, even 100% quantity may be given at the option of the concerned Company and subject to their Financial and Technical capability to supply the material as per the required Delivery Schedule.</p> <p>6.1.1.1 The benefit of Gujarat based reservation is applicable where the quoted Unit End Cost with GST and Cess as applicable of Gujarat based bidder is not higher than 15% of the quoted Unit End Cost with GST and Cess as applicable of L-1 New / Regular bidder, as the case may be. If difference is higher than 15%, then reservation benefit of Gujarat based parties may not be applied.</p> <p>6.1.2 The quantity distribution to new parties:-</p> <p>6.1.2.1 For Critical items:</p> <p>6.1.2.1.1 The quantity distribution to each New-1 Supplier will be restricted up to 10% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.</p> <p>6.1.2.1.2 The quantity distribution to each New-2 supplier will be limited to 25% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the Regular L-1 Supplier.</p> <p>6.1.2.1.3 The total Quantity to be allotted to New Suppliers (New-1 & 2) should be limited up to 50% (giving more weightage to New-2) of the quantity requirement of particular item and distributed amongst New Suppliers considering above Clauses, subject to price matching with L-1 bidder and the price of all new Suppliers should be lower than that of lowest Regular Supplier and balance quantity to Regular Suppliers.</p> <p>6.1.2.1.4 The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.</p> <p>6.1.2.1.5 In case of Cables, Conductor and Conveyor Belts, New Supplier shall be allotted up to 10% (New-1) / 25% (New-2) of Tender Quantity or Minimum Drum Length, whichever is higher.</p> <p>6.1.2.2 For Non-Critical items:-</p> <p>6.1.2.2.1 The quantity distribution to each New-1 Supplier will be restricted up to 30% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.</p> <p>6.1.2.2.2 The quantity distribution to each New-2 Supplier will be limited to 40% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the lowest Regular Supplier.</p> <p>6.1.2.2.3 The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.</p> <p>6.1.3 In case, if there is no Regular Supplier or if the rate quoted by Regular Suppliers is very high or the quantities quoted / accepted by Regular Suppliers is lower</p>

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	<p>than requirement, the above conditions may be suitably relaxed by the concerned Competent Authority for acceptance of Tender as per DOP / Purchase Committee / Board. However, reasons for granting such relaxation shall be appropriately recorded.</p>
6.1.4	<p>In normal case, quantity allotted to successful bidders shall be restricted up to their offered quantity. However, if quantity accepted by successful bidders is less than the requirement of the Company, in such case, more quantity than what they offered, may be allotted to L-1, L-2 and so on, if bidder consented.</p>
6.1.5	<p>Company would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weightage in order placement. However, In case, the quantities offered/ accepted by 50% of total successful parties do not fulfill the requirement of the Company, then the Company may relax the above criteria at their discretion.</p>
6.1.6	<p>Quantity distribution to Gujarat based Micro, Cottage and Small Scale Industries. The company may consider for quantity allocation to Micro, Cottage and Small Scale Industrial Units of Gujarat state, if they are manufacturing item under tender and take participate in tender directly i.e. without inter mediators as under.</p>
6.1.6.1	<p>Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 10% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State.</p>
6.1.6.2	<p>Out of Micro, Cottage and Small Scale Industrial units of Gujarat State, if any unit having either (1) Women Proprietor or (2) All partners are Women, in case of Partnership firm or (3) All Share Holders are Women, in case of Company, has quoted up to 11% higher rate against rate quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State.</p>
6.1.6.3	<p>Quality based price preference: If for item under tender is not mandatory to provide ISI/BIS/Agmark in any law, in such cases Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 5% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State, for their material having ISI/ BIS/ Agmark, shall get the benefits of price preference. If, it is mandatory to provide ISI/BIS/Agmark on material under any law, price preference is not allowed.</p>
6.1.6.4	<p>But in no case total 15% more than rate quoted shall be considered.</p> <p>Clarification: It is to clarify that price preference does not mean to pay extra amount to bidder. Price preference is only for consideration for placement of order, if they are matching price with L-1. Further, it is to clarify that for price preference, rate should be considered Firm Price End Cost with GST and Cess as applicable. While in case of tender is invited with Total Owning Cost (ToC), rate should be considered ToC basis.</p>
7	<p>PRICES, Clause no. 10 of Commercial terms & Conditions is replaced as under;</p> <p>Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of Company in Gujarat). However, the bidder should indicate in the Schedule- "B" (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Price and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding</p>

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charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & self-Certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the bidder himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned, then PGCCL will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

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

Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.

8 PHYSICAL TENDER SUBMISSION DETAILS:
 Bid shall be submitted in single sealed cover which shall contains two separate covers with super subscribed as under.
 (1) EMD Bid cover
 (2) Technical Bid cover
EARNEST MONEY DEPOSIT: (E.M.D.), Clause no. 11 of Commercial terms & Conditions is replaced as under;
8(A) 'EMD COVER DOCUMENTS' CONTAINS THE FOLLOWING:
 The following documents as stated hereunder out of 8 documents mentioned here under of commercial terms and condition of tender are required to be submitted in physical form under Seal cover of "EMD cover Documents".
 [a] Tender fee amount by way of demand draft or photo copy of money receipt of tender fee (self-certified), if tender fee paid in cash (up to Rs. 10,000/- only) at corporate office of PGCCL. This is mandatory.
 [b] Copy of GST registration no. This is mandatory.
 [c] Earnest Money Deposit (E.M.D) amount by way of demand draft and/or valid Bank Guarantee in original OR copy of money receipt, if EMD paid in cash at Corporate Office of PGCCL. This is mandatory.
 (1) If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to 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/on line shall be encouraged.

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-: Performa of R.T.G.S. Details:-

Sr.No.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Branch	Gymkhana Branch, Rajkot - Gujarat
3	Branch Code	60070
4	MICR Code	360002011
5	IFSC Code	SBIN0060070
6	Name of Account	PASCHIM GUJARAT VIJ COMPANY LIMITED
7	Account No.	66007422551

- (2) 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 duly notarized copies of their SSI (SSI/ MSME Part-II/ Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible in the tender if they take part in the tender indirectly either through dealer, agents, distributors or other intermediators.
- (3) The MSME firms has to submit valid duly notarized copies of SSI/ MSME Part-II/ Udyog Aadhaar Memorandum/ CSPO / NSIC / DGS&D Registration Certificates in EMD Cover to avail benefit of MSME unit for EMD payment. The documents required for MSME is mandatory to avail benefit of MSME unit.
- (4) 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. Also take note that, if the EMD be paid by way of Bank Guarantee, the validity of Bank Guarantee must be for 6 Months from the date of submission of the bid for this tender.

Note: The bid will be rejected out rightly, if the above mandatory documents i.e. (at Sr. No.: [a] to [c]) are not submitted in physical form in “EMD Cover documents”.

8(B) TECHNICAL BID COVER CONTAINS THE FOLLOWING:

The following documents (for Technical Evaluation) are also required to be submitted in physical form in “Technical Bid Cover”.

- [a] Drawing/s of each item of tender duly signed & stamped of the bidder as per technical specification / requirement of tender documents.
- [b] Technical Specification & Guaranteed Technical Particular of tender item duly signed and sealed
- [c] The Copy of valid Bureau of Indian Standard (BIS) license Or copy of application of renewal (applied before expiry of license) of such license along with photo copy of license (expired) and copy of money receipt / acknowledgement of BIS, if license expired at the time of bidding, duly notarized. This is mandatory wherever applicable as per technical specification / requirement of tender documents.
- [d] Valid Type test report of tender item/s, not older than 7 years, from any Govt. approved laboratory or NABL accredited laboratory as per tender requirement / technical specification, duly notarized.
- [e] List of orders of tender item/s, executed / under execution, which are received by bidder from GUVNL (Formerly GEB) or their subsidiary companies viz. MGVCL/DGVCL/UGVCL/PGVCL/GETCO/GSECL should be submitted in physical form in

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“Technical bid cover” as mentioned in Annexure-6 by bidder duly sealed & signed. The details of list of such order/s should cover the details of Order placing company, Date of order, Name of item/s of order, Item wise qty. of order, status of supplies etc. However, the copies of any such orders along with performance reports issued by purchaser should be uploaded by bidder in technical stage of online tender. Please note that these details are required for deciding performance / experience / status of bidder.

[f] Certificate-A of the tender on Company’s letter head.

The documents mentioned under [a] to [f] are required for technical evaluation of bid hence bidder should submit the same along with the “Technical Bid Cover” in physical form.

All other documents are attached in PDF format with e-tender only.

- 8.1 All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/102015/691093/CH dated 03/06/2016 for Small and Micro Scale Industries.
- 8.2 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.
- 8.3 Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD. Further, over & above mentioned in clause No. 8 {A[c](2)} & 8.3, bidders who are exempted as per Gujarat state purchase policy-2016 will be eligible for exemption from payment of EMD.
- 8.4 Participants not covered under these categories mentioned at Clause No. 8 {A[c](2)} will have to pay EMD compulsory, as prescribed in tender notice below, 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.

Bidder have to submit detailed break up of EMD amount against item/s offered by them in EMD cover in following format:

Sr. No.	Offered item in tender	EMD Amount for MSME (GB & OGB) Units in Rs.	EMD Amount for Non-MSME units in Rs.

- 8.5 Any basic document with regard to EMD will not be acceptable after closing time of Online/Physical bid of Tender.
- 8.6 If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker’s Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to 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.
- 8.7 EMD of the unsuccessful bidders if paid in Cash / Demand Draft / Banker’s Cheque will be returned within 15 days from the date of placing of the order to the successful bidder through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD without original Money Receipt shall be entertained by the Company. The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc.
- 8.8 EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against order

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	<p>released on them.</p> <p>8.9 EMD will be encashed & forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the bidder fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit).</p> <p>(For EMD Bank Guarantee format, please refer clause no. 27 of Schedule-A).</p> <p>Note:- Please attach photocopies duly self- notarized with company's round seal of fully executed order of PGVCL/DGVCL/MGVCL/UGVCL/GETCO/GSECL issued by Corporate Office of respective company for tender item, to decide the status (i.e.New-1/New-2/Regular) of bidder for the tender item and also to be mentioned details of such orders in online Annexure-6, in absence of the same bidder will be considered as New-1 bidder and it will be binding to the bidder</p>
9	<p>Excise duty, Clause no. 18 of Commercial terms & Conditions is modified as under; Goods and Service Tax (GST):</p> <p>The F.O.R. Destination 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 SGST Act, 2017and all related ancillary legislations).</p> <p>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 respective DISCOM 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 respective DISCOM, without respective DISCOM 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. PGVCL 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.</p> <p>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 bidder. 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.</p> <p>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.</p>

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	<p>Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.</p> <p>In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.</p> <p>INPUT TAX CREDIT BENEFIT</p> <p>In the event of any statutory increase in the rate of Input Tax Creditand / 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 respective DISCOM and you should inform such changes to respective DISCOM from time to time.</p>
10	<p>STATUTORY VARIATION, Clause no. 22 of Commercial terms & Conditions is modified as under;</p> <p>Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to respective DISCOM's 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 respective DISCOM.</p> <p>Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.</p>
11	<p>DELIVERY PERIOD:</p> <p>The delivery period of the material (each item) against this tender shall be (05) FIVE months on equal monthly lot as decided by respective DISCOMs after commencement period of 45 Days from the date of receipt of Letter of Acceptance (LOA) of the respective DISCOM and as per the last para of clause no. 25 "DELIVERY SCHEDULE OF PGVCL" of tendered commercial terms and conditions. However, if the any DISCOM requires earlier delivery; the same should be delivered as per their requirement.</p> <p>(a) If the quantity offered by the bidder is reduced while placing the order, in that case delivery period quoted by the bidder will also be reduced accordingly.</p> <p>(b) If the finalized quantity is less, then in that case the delivery period best suited as per respective Company's requirement will be given on Pro-rata basis and also based on the quantity allocations done by Company.</p> <p>(c) Respective DISCOM may short close the orders in case of various reasons viz. Change in Budgetary Provision, Amendment in Indian Standard, Policy change by Central/State Govt., if beneficiary not available etc.</p> <p>Note that final delivery period shall be decided by respective DISCOM as per their requirement and the delivery schedule will be given by respective DISCOM in their LOA & A/T.</p> <p>The destinations for delivery shall be anywhere in Gujarat and shall be as specified in Purchase Order issued by respective DISCOMs.</p>

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	<p>DELIVERY DEFERMENT: In case of deferment in delivery, supplier should be intimated in writing well before two months.</p> <p>The successful bidder/s should have to submit / fulfill the following requirements within the commencement period of 45 days from the date of receipt of LOA from respective DISCOMs. The delivery shall be reckoned after 45 days from the date of receipt of LOA from respective DISCOM.</p> <p>The successful bidder has to submit drawings and proto inspection offer 21 days and 10 days respectively prior to date of completion of commencement period (If applicable).</p> <p>(1) The Bank Guarantee towards execution of contract (i.e. Security Deposit) must be invariably submitted within 15 days from the date of receipt of LOA by respective DISCOM.</p> <p>(2) To execute Purchase Agreement at respective DISCOM, as per clause no.: 87 of tender terms and conditions of this tender, immediately on payments of Security deposit in respective DISCOM. The specific purchase order (A/T) shall be issued by respective DISCOM for allocated quantities and specified rates and covering other terms and conditions of tender.</p> <p>The clause no.: 26(c) of Commercial Terms & Condition of tender is replaced by following: In order to avoid delay in dispatch of the inspected lot of material, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the material at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If material is not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof, maximum up to 3% of the Dispatch Instructions consignment value.</p>
12	<p>All the required Type test reports for the tendered items should invariably furnish a Notarized Copy. (Refer Commercial Terms and condition Clause no.34)</p> <p>The First para of clause no.: 34 of Commercial Terms & Condition of tender is replaced by following:</p> <p>All the necessary Type tests will have to be carried out before submission of the tender and to be submitted along with the Technical Bid. The Type Tests which are more than 07 (Seven) years old will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e. GTP's.) and such tenders will be rejected. All the required type tests should not be older than 7 (Seven) years. All the required type tests on one particular item must have been conducted in the span of one year only. If the type tests for the tendered items are not carried out before the submission of the tender, then it will be at PGVCL sole discretion to accept them or NOT.</p> <p>Other condition of the clause 34 of Commercial Terms & Condition of tender remains unchanged.</p>
13	<p>In Cl. No. 23 (Payment terms) & Cl no. 29 (Extension in Contractual delivery date) of commercial terms & condition where ever "Taxes & duties" shown is read as "GST and Cess as applicable".</p> <p>Following para is added in Cl no. 29 (Extension in Contractual delivery date)</p> <p>(d) In case Supplier / Contractor has opted for Composition Scheme under GST, no increase</p>

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	in price on account of any statutory increase in GST and Cess as applicable shall be admissible.
14	If the physical documents of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even of successful submission of on Line Tender.
15	<p>PENALTY FOR LATE DELIVERY, Cl. No. 28 of commercial terms & conditions is replaced as under;</p> <p>15.1 Penalty shall be @ 0.5% per week or part thereof on delayed portion subject to maximum 10% of the delayed portion Order Value (End Cost) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.</p> <p>Moreover, in case of supply is delayed more than seven months, respective may initiate actions for Stop Deal / Black List along with risk purchase.</p> <p>15.2 In order to avoid delay in dispatch of the inspected lot of material, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the material at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If material are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof, maximum up to 3% as applicable of the Dispatch Instructions consignment value.</p> <p>For PGVCL looking to the nature of products / material the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.</p> <p>15.3 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of material, for which the Dispatch Instructions are already issued, the Supplier shall deliver the material to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If material are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof, maximum up to 3% as applicable of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill / Courier Receipt shall be considered as date of delivery.</p> <p>15.3.A General Guide lines.</p> <p>In order to avoid delay & possible attraction of penalty,</p> <ol style="list-style-type: none"> 1) The Firm has to offer the Inspection Call 15 days prior to proposed date of inspection and 30 days prior to the due date of Delivery Schedule. 2) If the above condition is fulfilled by firm then any delay in inspection and any delay in issuance of Dispatch Instruction, said delay period will not be considered for penalty purpose. 3) However, the Company shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection. 4) The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection. <p>15.3.B Due consideration will be given for waiver/ levy of penalty (excluding GST already collected and paid to the Govt. treasury thereon) only for the reasons absolutely beyond suppliers' control (e.g. Force Majeure conditions as laid down in the DGS & D for which documentary evidence will have to be provided.</p>

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	15.3.C The respective company reserves the right to recover any dues from the subsidiary companies of GUVNL including GUVNL.																
16	<p>Penalty on rejected Material during testing :- The representative of the Company may pick up samples from the lots supplied by the Supplier at the Stores of the Company at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the Company at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the Company as per relevant ISS/BIS/ Company's specifications. The test results will be binding on the suppliers and Company in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of material will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the material then in that case for whole of the rejected lot, Company will deduct maximum up to 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price of the rejected lot, and all these will be binding on the supplier.</p> <p>Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond suppliers control (e.g. 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 only.</p> <p>The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence.</p>																
17	<p>In Cl. No. 41 of Commercial Terms & Condition, point no (1) is replaced as under :</p> <p>(1) GST Registration no. and date and issuing authority of the location wherefrom supplier intends to supply the goods / services.</p> <p style="padding-left: 40px;">Other part of the clause remains unchanged.</p>																
18	<p>AUDIT INSPECTION, Cl. No. 55 of commercial terms & Conditions is replaced as under;</p> <ol style="list-style-type: none"> 1. On receipt of material at Store, respective DISCOM may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier. 2. Respective DISCOM should not utilize the material until the test reports of audit sample is received. 3. If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it. 4. In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 20%;">Default</th> <th style="width: 70%;">Penal Action</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a)</td> <td>Failure-1</td> <td>Replacement of lot</td> </tr> <tr> <td style="text-align: center;">b)</td> <td>Failure-2</td> <td>Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot.</td> </tr> <tr> <td style="text-align: center;">c)</td> <td>Failure-3</td> <td>Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot.</td> </tr> <tr> <td style="text-align: center;">d)</td> <td>Failure-4</td> <td>Replacement of lot (+) monetary penalty of 10% of the ex-works</td> </tr> </tbody> </table>		Sr. No.	Default	Penal Action	a)	Failure-1	Replacement of lot	b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot.	c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot.	d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works
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Signature of bidder :	Company's Round Seal:	
Date:	Place:	

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		value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.
<p>Note:-The aforesaid penal action should be for a particular contract issued by a respective DISCOM against a particular product/rating in that contract.</p> <p>From the lots inspected by the User Department Inspector, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's of respective DISCOM or other stores of respective DISCOM at random for quality check only.</p> <p>The samples picked up will be tested for acceptance test / type test or as decided by respective DISCOM at Government approved laboratory in presence of representatives of supplier and respective DISCOM as per relevant ISS/BIS/ PGVCL's specifications. The test results will be binding on the suppliers and respective DISCOM, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of material will be considered as rejected, and if replacement is not possible due to consumption of the material then in that case for whole of the rejected lot, respective DISCOM will deduct maximum up to 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then respective DISCOM may ask for replacement at sole discretion of respective DISCOM or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price, and all these will be binding on the supplier.</p> <p>In case if the material does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by respective DISCOM for testing and if subsequent testings are to be carried out (which will solely at respective DISCOM discretion), then all Testing fees, expenses of the inspector and other expenses incurred by respective DISCOM plus GST as applicable will be to supplier's account. The decision in this regard for acceptance as above of respective DISCOM shall be final and this will be binding on the supplier.</p>		
19	<p>Part [C] of cl. No: 57 (Termination of Contract) of commercial terms and conditions is replaced as under:</p> <p>[c] To cancel the contract.</p> <p>In the event of the risk purchase of stores of similar description, the opinion of respective DISCOM shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to pay for any loss and applicable GST/Cess which respective DISCOM may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.</p> <p>The decision of respective DISCOM shall be final as regards the acceptability of stores supplied by the supplier and respective DISCOM shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.</p> <p>Further, "Respective DISCOM reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of <u>TWO months</u> from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract."</p> <p>Other terms & conditions of the clause remains unchanged.</p>	
20	<p>Cl. No. 77 of Commercial Terms & Conditions is replaced as under;</p> <p>If the bidder fails to pay the Security Deposit or defaults in execution of the orders placed</p>	

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

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	or if respective DISCOM suffers any financial loss due to this, then respective DISCOM will be at liberty to adjust the amount plus GST as applicable from other orders of the same firm or by encashing the Bank Guarantee.
21	The bid which is not opened due to any reason/s in that case the same will not be returned to the bidder in any case / Circumstances, however the same shall be at the discretion of PGVCL.
22	Bidder should furnish all the Tender Documents duly filled and Sealed & signed along with Technical Bid.
23	Submission of offer: The firm having single legal entity and having two or more works / factory and submit offers from two or more different works / factory, the PGVCL will consider only one lowest offer for allocation of quantity.
24	Bidders are requested to ensure that quantity offered details in on-line EMD form; Annexure-4 (on-line) of Commercial Terms and Condition and in Price bid (on-line) should be same.
25	Note:- Bidders are requested to read carefully clause no.12:- PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD:- (i.e. SECURITY DEPOSIT):- (Should be submitted within 15 (fifteen) days from date of Letter of Acceptance).
26	<p>BANK GUARANTEE:- In clause no. 11, 12 & 47 of commercial terms and conditions of this tender, wherever Bank Guarantee (s) is / are to be submitted towards EMD, Security Deposit, Performance Guarantee towards Warranty / Guarantee etc., PGVCL/UGVCL/MGVCL/DGVCL would accept Bank Guarantee (Towards Security Deposit and Earnest Money Deposit) issued by the Banks as notified from time to time by the Finance Department, GoG. The bidders, in their own interest, are advised to visit website of Finance Department of Government of Gujarat for details of notified Bank.</p> <p>If Bank Guarantee (s) is / are submitted of the bank other than above banks, it will not be accepted by PGVCL/UGVCL/MGVCL/DGVCL and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly. Bidders may note the same.</p> <p style="text-align: center;">“NO STAGEWISE BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE.”</p> <p style="text-align: center;">CORPORATE GUARANTEES ARE NOT ALLOWED.</p>
27	<p>➤ Note:- Format of Performance Guarantee (PG) & E.M.D. Bank Guarantee attached with commercial terms & conditions has been revised. The E.M.D. Bank Guarantee, Performance Guarantee (PG) for supply period & Performance Guarantee (PG) for warrantee period has to be submitted as per revise format & same is as under:-</p> <p style="text-align: center;">E. M. D. BANK GUARANTEE FORMAT</p> <p style="text-align: center;">FOR TENDER NO. PGVCL/ _____</p> <p style="text-align: center;">APPENDIX - I</p> <p style="text-align: center;">(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)</p> <p>WHEREAS M/s. _____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (Hereinafter called the ‘ bidder ’) wish to participate in the tender</p>

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

CPP TENDER NO. PGVCL/PROC/_CPP/11 KV XLPE Cable/827

No. _____ for _____
 _____ of (Supply/ Erection/Supply & Erection Work) (Name of the material / equipment / Work) for _____
 _____ Paschim Gujarat Vij Company Limited and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD) valid till _____ (Mention here date of validity of this Guarantee which will be 6 (SIX) months from the date of the submission of Tender's offer) which is required to be submitted by the bidder along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (address of Bank's Registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Limited or any officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ (in words) to the said Paschim Gujarat Vij Company Limited on behalf of the bidder .

We _____ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the bidder within its validity or Non submission of Security Deposit by the bidder within one month from the date tender or a part thereof has been accepted by the Paschim Gujarat Vij Company Limited would constitute a default on the part of the bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the PGVCL.

"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. PGVCL). 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.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:-
Date:-

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

SIGNATURE OF THE BANK'S
AUTHORISED SIGNATORY WITH
OFFICIAL ROUND SEAL

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

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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.

ON STAMP PAPER OF Rs.100/-

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PG) for supply period as per clause no. 12 of Commercial Terms and Conditions of Tender]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Name of RESPECTIVE DISCOM** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Name of RESPECTIVE DISCOM** on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

L.O.A. No. _____ dated _____ - ____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"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. PGVCL/UGVCL/MGVCL/DGVCL). 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.

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:-

Date:-

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

SIGNATURE OF THE BANK'S
AUTHORISED SIGNATORY WITH
OFFICIAL ROUND SEAL

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

CPP TENDER NO. PGVCL/PROC/PPP/11 KV XLPE Cable/827

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.

ON STAMP PAPER OF RS.100/-

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PG) for Warrantee Period as per clause no. 47 of commercial terms and conditions of tender]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Name of RESPECTIVE DISCOM** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Name of**

RESPECTIVE DISCOM on behalf of _____ M/s _____ who have entered into a contract for the supply/works specified below:

P. O. (A/T). No. _____ dated _____.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"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. PGVCL/UGVCL/MGVCL/DGVCL). 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.

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:-

Date:-

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.
NAME OF DESIGNATED BANKS:

SIGNATURE OF THE BANK'S
AUTHORISED SIGNATORY WITH
OFFICIAL ROUND SEAL

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

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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.

28 Bidders shall refer clause no.: 12 & 47 of commercial Terms and Conditions of tender for payments of performance Guarantees towards execution (Security Deposit) and guarantee / warranty respectively.

Part of the Clause 12 Performance Guarantee toward execution (i.e. SD) and Clause no. 47 (P.G. towards warranty / Guarantee period) is modified as under:

The performance Guarantees are applicable as shown in the following table;

Sr. No.	Items	Performance Guarantee Amount for Execution period for tendered item	Performance Guarantee Amount to cover the Guarantee/Warranty for tendered item
1	2	3	4
1	Distribution Transformers (All types), Meters of all types, conductors, Cables, Insulators, Steel items, Kit-Kat Fuses, L.T. Dist. Boxes, Transformer oil, Line Hardware, PVC Pipes, and other items related to Distribution System:	5% (Five) of the contract value in the form of Bank Guarantee for Execution period.	5% (Five) of the contract value in the form of Bank Guarantee to cover the Guarantee/Warranty period.
2	Metal Meter Boxes, G.I. wires, stay wires, Earthing plates:	5% (Five) of the contract value in the form of Bank Guarantee for Execution period.	2% (Two) of the contract value in the form of Bank Guarantee to cover the Guarantee/Warranty period.

ONLY FOR GUJARAT STATE BIDDER/S:

The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of 'Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Performance Bank Guarantee for Execution period (Security Deposit) & Performance Guarantee to cover the Guarantee/Warranty **3% of order value instead of 5% of order value**, on submission of notarized copies of their SSI (SSI/MSME Part-II/Udyog Aadhaar Memorandum) & CSPO/NSIC/DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period, as under: -

1.1 It is allowed for distribution items only and at respective company level.

1.2 10% of the highest of the following;

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

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	<p>(i) Total order(s) value of the current financial year or (ii) Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period</p> <p>1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three years.</p> <p>1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/Party has to submit Bank Guarantee for additional amount accordingly.</p> <p>1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one-time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</p> <p>1.6 The vendor has to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.</p> <p>(All other terms & conditions of the Cl. no.12 & 47 of Comm. Terms & Condition of tender remains unchanged)</p>
29	<p>If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel for nation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a Government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.</p> <p>Besides the above the purchaser Company, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.</p>
30	<p>The Bidders shall execute Agreement within 20 days from the date of issue of Letter of Acceptance from respective DISCOM. If, not executed within 20 (Twenty) days from the date of Letter of Acceptance (LOA) from respective DISCOM, then the LOA will be out rightly cancelled at the risk & cost of the bidder (at the discretion of respective DISCOM) and without entering into any correspondences and this will be binding on the bidder and actions shall be taken against such defaulter like stop dealing or any other actions as decided by respective DISCOM.</p>
31	<p>Bidders are requested to submit details of Annexure-13 in online in technical stage and this is mandatory. No further correspondence in this regard will be entertained.</p>
32	<p>Bidder has to ensure that the offered quantity of tender item should be commensurate with the Pgvcl's delivery schedule otherwise offer is liable to be rejected out rightly. The quantity to be purchased will be decided by Pgvcl.</p>
33	<p>In case, if any bidder has submitted false information/Data against this tender, Pgvcl shall exercise its discretionary power to take action like Periodic/ Permanent stop deal/cancellation of vendor registration/forfeit EMD and reject Bid/forfeit the performance guarantee towards execution (Security Deposit) in favor of respective DISCOM/forfeit the performance guarantee towards Warranty in favor of respective DISCOM, etc. Decision of respective DISCOM shall be final and binding to bidder in this regard without entering into any correspondences.</p>

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

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34	The firm, stop deal or banned for business dealing by GUVNL / its subsidiary Company shall be considered as a stop deal or banned for business dealing for PGCCL also. However, the same shall be at the discretion of PGCCL.										
35	<p>MINIMUM TENDER QUANTITY: The clause no.: 78 of Commercial Terms & Condition of tender is modified as under: The Bidder, who submits their Bid for a minimum quantity, as specified below, for which the firm participated, shall only be considered for price evaluation for particular item.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th rowspan="2" style="width: 10%;">Sr. No.</th> <th rowspan="2" style="width: 45%;">Name of Item</th> <th colspan="2" style="width: 45%;">Minimum quantity to be offered by</th> </tr> <tr> <th style="width: 20%;">For MSME bidders</th> <th style="width: 25%;">For other bidders</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>3Cx185 mm² 11 KV XLPE Cable</td> <td style="text-align: center;">36.30 KM (10%)</td> <td style="text-align: center;">90.75 KM (25%)</td> </tr> </tbody> </table> <p>(a) For getting benefit of above relaxation, Bidders [i.e. Micro, Small and Medium enterprise Unit of Gujarat or outside of Gujarat Bidders only] shall have to submit Notarized copy of either certificate/acknowledgement of entrepreneur memorandum of SSI Part-II/MSME Part-II/Udhyog Aadhar Memorandum/valid NSIC/CSPO/DGS&D certificate indicating Micro, Small & Medium category of the firm/Udhyog Adhar Memorandum. This certificate should also indicate the manufacture of items offered, In case of Udyog Aadhaar Memorandum, it should indicate the manufacture of related group of item. This certificate is to be submitted in physical form seal cover in "EMD Cover Documents".</p> <p>Bidders [i.e. Micro, Small and medium enterprise Unit of Gujarat or outside of Gujarat Bidders only] are also requested to note that in the absence of above mentioned documents, no relaxation will be given for minimum tender quantity criteria and offer will be rejected out rightly without any correspondence.</p> <p>Other condition of the clause 78 of Commercial Terms & Condition of tender remains unchanged.</p> <p>If the bidder quotes for less than the above minimum tendering quantity for quoting item of tender as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender, then the offer will not be considered for evaluation and offer will be ignored out rightly without any communication in the matter and any further requests after opening of the tender will also be ignored. This should be taken care of.</p>	Sr. No.	Name of Item	Minimum quantity to be offered by		For MSME bidders	For other bidders	1	3Cx185 mm ² 11 KV XLPE Cable	36.30 KM (10%)	90.75 KM (25%)
Sr. No.	Name of Item			Minimum quantity to be offered by							
		For MSME bidders	For other bidders								
1	3Cx185 mm ² 11 KV XLPE Cable	36.30 KM (10%)	90.75 KM (25%)								
36	<p>GUARANTEE: - If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 months of their receipt at site or 12 months from the date of commissioning of equipments whichever is earlier. You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.</p>										
37	<p>Invitation of tender: This tender is invited on behalf of PGCCL, MGCCL, DGCCL & UGCCL. After finalization of tender, Letter of Intent (LOI)/Price matching Letters shall be issued by PGCCL and after receipt of confirmation from bidders, the Master Letter of Acceptance (LOA) for allocation of quantity (DISCOM wise/Successful bidder wise) shall be issued by PGCCL. However, the respective DISCOM will issue LOA as per allocated quantity, prices and required delivery period for their DISCOM. Detailed purchase order will be issued by respective DISCOM after carrying out necessary formalities regarding submission of Security Deposit Bank Guarantee and Execution of purchase Agreement by the supplier as per tender terms and conditions. Bidders will have to abide all the terms and conditions of the LOI/LOA placed by PGCCL and final LOA and detailed purchase order placed by respective DISCOM.</p>										

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

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	<p>Refund of EMD: Earnest Money Deposit (EMD) will be returned/refunded to the successful bidder only on their submission of Security Deposit (S.D.) against the order placed on them at respective DISCOM, confirmation thereof by respective DISCOM and 'No Objection Certification' towards release of Earnest money Deposit (EMD) given by the respective DISCOM or concern DISCOM.</p>																
38	<p>Following clauses of tender Schedule A & commercial terms and conditions may please be considered (not applicable) as deleted for this tender.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td style="width: 15%;">Sr. No.</td> <td>This tender commercial terms and conditions, below mentioned Cl. no. to be considered as deleted.</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Cl. no.7</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Cl. no.19 - Sale Tax</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Cl. no. 20 - Octroi</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Cl. no. 39</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Cl. no. 66</td> </tr> </table> <p>Following clauses of Schedule -A may please be considered (not applicable) as deleted for this tender;</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td style="width: 15%;">Sr. No.</td> <td>This tender Schedule-A, below mentioned Cl. no. to be considered as deleted.</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Cl. no. 6.1.2.2 - For Non Critical items</td> </tr> </table>	Sr. No.	This tender commercial terms and conditions, below mentioned Cl. no. to be considered as deleted.	1	Cl. no.7	2	Cl. no.19 - Sale Tax	3	Cl. no. 20 - Octroi	4	Cl. no. 39	5	Cl. no. 66	Sr. No.	This tender Schedule-A, below mentioned Cl. no. to be considered as deleted.	1	Cl. no. 6.1.2.2 - For Non Critical items
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39	<p>Clause no. 24, REPEAT/ADDITIONAL ORDERS of Commercial Terms & Conditions is modified as under; PGVCL/UGVCL/MGVCL/DGVCL should exercise their right to place repeat orders / additional orders in case of exigency only. In special circumstances PGVCL/UGVCL/MGVCL/DGVCL reserve the right to place repeat order / additional order up to 100% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original Contract as mutually agreed upon.</p>																
40	<p>As the matter regarding applicability of GST on penalty amount is pending at GUVNL level, on receipt of the same , it will be binding to all suppliers.</p>																
41	<p>EMBOSSING OR ENGRAVING: The successful Tenderer wherever possible, will require embossing / engraving the words "Property of PGCCL / UGVCL / MGVCCL / DGVCL" as per technical specification of tender item & desired by the order placing DISCOM along with the purchase order number.</p> <p>Also, suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark etc. as per specification of tender.</p>																
42	<p><u>Price Variation Clause:</u> Please add & read clause no.10 (i.e. Prices) of commercial terms and condition of PGVCL CPP TENDER No. PGCCL/PROC/CPP/11 KV XLPE Cable/827.</p> <p style="color: red;">As the tender is invited on 'Price Variation Basis', Please read in the first line of Clause No. 7 and Annexure - 10, "PRICES" as 'Variable' instead of "Firm". The price will be on Price Variation basis for Delivery F.O.R. Destination.</p> <p>The price variation on account of LME Average settlement price including premium for</p>																

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

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ingot, PVC compound / polymer, XLPE Compound and steel strips will be claimed as per the following formula.

Price Variation Formula for power cable of XLPE Insulated cable of aluminium conductor having voltage from 3.3 KV to 33 KV is,

$$P = P_o + AIF (Al - A_o) + XLFAI (C_c - C_{co}) + CCFAl (PVC_c - PVC_{co}) + FeF (Fe - Fe_o)$$

Wherein,

P = Price payable as adjusted in accordance with above appropriate formula (in Rs./KM)

P_o = Price Quoted / confirmed (in Rs./KM)

AIF = Variation Factor of Aluminium according to sizes of cable.

Al = Prices of LME Average Settlement price including premium for ingot.

This price is as applicable of first working day of the month, one month prior to date of delivery.

A_o = Prices of LME Average Settlement price including premium for ingot.

This price is as applicable of first working day of the month, one month prior to date of tendering i.e. one month prior to the date of opening of tender.

XLFAI = Variation Factor of XLPE Compound for Aluminium conductor cable according to sizes of cable.

C_c = Price of XLPE Compound. This price is applicable on first working day of the month, one month prior to the date of delivery.

C_{co} = Price of XLPE Compound. This price is applicable on first working day of the month, one month prior to the date of tendering i.e. one month prior to the date of opening of tender.

CCFAl = Various factors for PVC Compound/polymer for Aluminium conductor Cable according to sizes of cable.

PVC_c = Price of PV Compound. This price is applicable on first working day of the month, one month prior to the date of delivery.

PVC_{co} = Price of PVC Compound. This price is applicable on first working day of the month, one month prior to the date of tendering i.e. one month prior to the date of opening of tender.

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FeF = Variation Factor of steel according to sizes of cable.

Fe = Price of Steel strips. This price is applicable on first working day of the month, one month prior to the date of delivery

Feo = Price of Steel strips. This price is applicable on first working day of the month, one month prior to the date of tendering i.e. one month prior to the date of opening of tender.

Notes:

- a. All the prices of raw materials are exclusive of GST amount and exclusive of any other central, State or Local taxes.
- b. All prices are as on 1st working day of the month.
- c. The details of prices are,
 1. The prices of aluminium (in Rs./MT) is the average ex-works price of LME Average Settlement price including premium for ingot.
 2. Price of PVC Compound (in Rs./MT) is the ex - works price, as quoted by the manufacturer.
 3. Price of XLPE Compound (in Rs./MT) is the ex - works price, as quoted by the manufacturer.
 4. Price of galvanized steel strip (in Rs./MT) is ex-works price as quoted by the manufacturer for flat steel strip (the relevant price of steel strip is to be selected depending upon the type of armouring of the cable).

The variation factors shall be as under:

Size of 11 KV XLPE Cable	AIF	XLFAI	CCFAI	FeF
3C x 185 mm ²	1.605	0.968	2.406	1.113
3C x 240 mm ²	2.099	1.074	2.744	1.231

Conditions of PV (Price Variation):

1. For the supplies made during the contractual delivery period and matching with the scheduled date of delivery, price shall be payable in accordance with the price variation formula as per the purchase order. (With positive / negative variation as the case may be)
2. For delayed deliveries but within contractual delivery period, price shall be payable at the lower of the following:
 - a. Worked out with indices applicable for the schedule date of delivery of materials / month **OR**
 - b. Worked out with indices applicable for the actual date of delivery of materials /

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month

3. For delayed deliveries and also beyond the contractual delivery period, price shall be payable at the lower of the following but subject to respective DISCOM accept the materials:
 - a. Worked out with indices applicable for the schedule date of delivery of materials / month **OR**
 - b. Worked out with indices applicable for the actual date of delivery of materials / month **OR**
 - c. Worked out with indices applicable for the last date of contractual delivery of materials / month
4. The preponement of delivery should not be entertained to avoid the inventory carrying cost unless it is extremely essential for the work under execution. However, the prices as worked out indices applicable for actual date of delivery of materials / month shall be payable.
5. The date of delivery is the date on which the materials is notified as being ready for inspection / dispatch subject to condition that the materials received within 15 days for Gujarat based suppliers/ 21 days for out of Gujarat based suppliers from the date of dispatch instruction. Otherwise actual date of receipt of materials at store is to be considered.
6. The supplier will have to submit all supporting documents like IEEMA Circulars, PV Calculation sheet etc. duly attested along with invoice.

For delayed delivery beyond schedule delivery date, the penalty shall be applicable as per A/T (i.e. Purchase order) terms.

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

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CHECK LIST

Check list & documents required in following order with continuous serial no to be submitted with technical bid (This is mandatory)

Sr. No.	Documents in following order to be attached	Bidder's comment	Page no. from/to
Tender Documents with duly signed and sealed			
1.	Notarized power of Attorney on 100/- Rs. non judicial stamp paper in favour of a person authorized to sign tender documents	Yes/No	
2.	GTP & Technical Specification of tender with duly signed and seal	Yes/No	
3.	All Amendment in ascending Order with duly signed and sealed. (if any)	Yes/No	
4.	Certificate-A of the Tender duly signed & sealed on Company's letterhead.	Yes/No	
Certificates			
5.	Self- notarized copy of GSTN Registration Certificate	Yes/No	
6.	Notarized Copy of BIS License (if applicable)	Yes/No	
7.	BEE Certificate (if applicable)	Yes/No	
8.	Notarize copy of Type test for all tender Item	Yes/No	
Additional Details on Firms letter Head			
9.	Quality Assurance Plan	Yes/No	

I/c Chief Engineer (Material)
PGVCL, Rajkot

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