



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

**Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004**  
CIN U40102GJ2003SGC042908 Phone No: (0281) 2380425 Fax : (0281) 2380428 Website:[www.pgvcl.com](http://www.pgvcl.com)

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

**COMMERCIAL TERMS AND CONDITIONS**

1. The tenderer should thoroughly read all the following clauses before submitting their tender. The copy of the Commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.
2. AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT) THE TENDER IS INVITED ON E-TENDERING (ON - LINE) SYSTEM, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND IF ANY DEVIATION FOUND IN THE OFFER, THE TENDERS / OFFERS WILL BE OUTRIGHTLY REJECTED AND NO FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.

[A] All the relevant documents as per requirement of the Tender are also to be submitted physically along with the Tender in sealed cover containing separate sealed EMD cover so as to reach on OR before due date and time mentioned in tender notice. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no further communication in the matter will be entertained.

[B] If, any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vender Registration, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no further communication in the matter will be entertained. However, it is sole discretion to the company for taking final decision.

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

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

3. **Tenderers should furnish the documents and details as specified in DOCUMENTS TO BE ENCLOSED WITH VENDOR REGISTRATION FORMAT**

Signature of Tenderer

Company's Round Seal

Date:

Place:



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#### 4. TENDER FEE:

Tender fee plus GST (Non-refundable) as notified in the tender notice should invariably be paid by way of Cash / Demand Draft / Banker's Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Paschim Gujarat Vij Company Ltd.", Payable at Rajkot. (Tender fee will be accepted in cash at PGVCL Corporate office, Rajkot cash counter during working days between 11.00 AM to 02.00 PM and on working Saturday between 11.00 AM to 12.30 PM)

The tender fee is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation / scrap of tender, in such case tender fee may be refunded without GST to bidder(s), at sole discretion of the purchase company.

Tender fee Demand Draft / Banker's Cheque must be kept in the EMD cover; otherwise supplier's offer is liable to be rejected.

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

Tenderer has to pay EMD as mentioned in the tender notice.

The EMD is payable by Demand Draft / Banker's Cheque in favour of the Paschim Gujarat Vij Company Ltd. of any Scheduled / Nationalized Banks in Rajkot. It can also be furnished by way of an irrecoverable Bank Guarantee from any nationalized Bank in a standard format prescribed by PGVCL (Format given in this tender document). Cheques are not acceptable. CORPORATE BANK GUARANTEES NOT ALLOWED.

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

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

- A)** The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (MSME Part-II / Udyog Aadhar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they

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take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

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

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

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

The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of **notarized copies of their SSI-II (MSME Part-II / Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates** in EMD Cover.

The Certificates should indicate the manufacture of items offered.

In case of Udyog Aadhaar memorandum, it should indicate the manufacture of related group of item.

This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.

All other Participants not covered under above categories will have to pay EMD compulsory, as specified in tender notice / Documents, failing which the "Bid" will

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be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.

### **Important:-**

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

The New bidders, who have valid vendor registration, at the time of submission of bid have to pay EMD as specified in tender notice for Regular suppliers; also they will be eligible for exemption from payment of EMD on submission of notarized copies of their SSI II (MSME Part-II/ Udyog Aadhar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover.

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

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

EMD of the unsuccessful Tenderers, if paid will be returned within 15 days from the date of placing of the order to the successful Tenderer(s) through RTGS / NEFT for credit to his Bank Account without insisting application and original Money Receipt. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD against original Money Receipt shall be entertained by the Company. The Bank Guarantee of the unsuccessful Tenderers towards EMD shall be returned within 15 days from the date of placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids. Bidder has to submit the RTGS detail on Company's (Bidders) letter pad as per prescribed format available at **Annexure-15**.

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

## **6. TENDER ENVELOPES**

Tender should be in two bids.

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

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

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

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

### A. EMD COVER

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

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

The bidders have to submit valid notarized SSI-II/ (MSME-II / Udyog Aadhar Memorandum) & NSIC/DGS&D/CSPD copy towards exemption from payment of EMD. **No Provisional certificate shall be allowed.**

Tenders submitted without Earnest Money Deposit by the firms, who are not eligible for any exemption, will be rejected without entering into further correspondence in this regard.

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

### B. TECHNICAL BID COVER

The technical bid Cover should contain the following documents:

- a. All tender documents with all amendments duly signed and stamp on each page along with all annexure duly filled with relevant documents.
- b. Documents listed in Schedule A (Sr. No. 1 to 33)
- c. Vendor Registration form with all Documents required under VENDOR REGISTRATION FORMAT.

7. Technical bid should be submitted simultaneously along with separate EMD cover in the respective envelopes and super scribed accordingly (duly sealed), so as to reach this office on or before due Date as specified in the tender notice through RPAD / Speed post only. Please note that physical technical bid received after the due date and time will not be accepted and the offer will be ignored out rightly.

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

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(Project), "Paschim Gujarat Vij Company Ltd. (PGVCL), CORPORATE office, Nana Mava Main Road, Laxminagar, Rajkot-360 004"

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

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

**DELAYED AND LATE TENDERS:**

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

**8. VENDOR REGISTRATION:**

**[A] CONDITIONS FOR REGULAR SUPPLIERS:**

- I. The suppliers, who are existing Vendors of GUVNL & its subsidiary Companies, would continue for the period prescribed in the Vendor Registration Order as Regular supplier for those items, looking to their performance. They shall also have to get re-registered for each of their units separately, on or before expiry of their Vendor Registration by paying necessary Registration fees plus GST.

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

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

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

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

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

### [B] CONDITIONS FOR NEW SUPPLIERS:

The parties, who have not supplied the tendered item to GUVNL or any subsidiary company viz. MGVCL/DGVCL/PGVCL/UGVCL, will be considered as new suppliers. New suppliers shall be those suppliers who have applied for registration prior to or at the time of invitation of tender but not issued the valid /Provisional Vendor Registration.

All new Suppliers shall get themselves registered by paying non-refundable Registration Fees plus GST, as detailed below, plus applicable GST to the PGVCL with Vendor Registration Application Form and all relevant documents.

#### 8.1.1. For factory within Gujarat State.

8.1.1.1. Rs. 15,000/- (+ 18% GST) for Micro and Small Industries.

8.1.1.2. Rs. 25,000/- (+ 18% GST) for remaining Industries.

#### 8.1.2. For factory within Country but out of Gujarat State.

8.1.2.1. Rs. 50,000/- (+ 18% GST) for Micro and Small Industries.

8.1.2.2. Rs. 75,000/- (+ 18% GST) for remaining Industries.

#### 8.1.3. All new Vendor Registrations and re-registrations of existing Vendors on completion of 5 years in respect of Vendors, whose factories are located in PGVCL licensee area shall be done by the PGVCL, similarly for factories located in DISCOMs of Gujarat, other than PGVCL shall be done by concern DISCOM within whose licensee areas such factories are located.

#### 8.1.4. In case of the Vendors whose factories are located in Torrent Power Ltd license area of Ahmedabad - Gandhinagar, it will be done by UGVCL.

#### 8.1.5. In case of the factories located outside Gujarat/PGVCL area and they applied for Vendor Registration at the time of tender then PGVCL will make necessary procedure for Vendor Registration.

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- 8.1.6. The vendors who have applied prior to invitation of tender & have paid VR fees plus GST but have not been issued Vendor registration certificate shall have to enclose copy of MR towards same & to fill up the requisite form with all necessary documents.
- 8.1.7. In case of Vendor Registration, the new Vendor who has submitted their application for Vendor Registration with all required fees and relevant documents along with tender documents or prior to invitation of tender, shall be allowed to participate in the tender. The bidder shall have to submit proof of the same with tender document.
- 8.1.8. 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 Technical evaluation, if it fulfills the requirement as per clause No. 8.1.7.
- 8.1.9. Provisional Vendor Registration shall be issued to new suppliers based on primary documents received from vendor as described in list of documents to be enclosed with vendor registration format.
- 8.1.10. The Price Bid of Vendor will be opened provided the firm having valid / provisional vendor registration for tender item on the date of opening of Price Bid.
- 8.1.11. New pole manufacturer, who have provisional vendor registration, shall have to take all approvals, consents and registration from appropriate authorities as is applicable to its business, establishment of Pole factory and ready for commence the pole production within 120 Days from date of issue of LOI/LOA. However, the PGVCL reserves its right to extend above time frame, at its sole discretion.
- 8.1.12. PGVCL shall issue final vendor registration to new vendor, on receipt of required documents and after inspecting factory premises as per norms.
- 8.1.13. On issue of final vendor registration, trial order for **250 Nos.** of Poles shall be issued to the successful new bidder after observing all the formalities related to placement of order.
- 8.1.14. On successful completion of the trial order and having satisfactory performance, orders /additional orders under ARC, shall be issued to such successful new bidder(s), considering production capacity and field requirement for PSC Poles in respective area.
- 8.1.15. If the bidder having provisional vendor registration fails to submit required documents and / or establishment of Pole factory, or is not considered for final vendor registration within stipulated time limit then the LOI/ LOA shall be withdrawn. In such case the EMD shall stand forfeited. However, the company reserves its right to extend above time frame, at its sole discretion.

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

- [i] All the registered suppliers / manufacturers / tenderers / vendors, who intend to supply from their newly established factory / unit, shall have to get registered themselves with GUVNL's any subsidiary company viz. MGVCCL/DGVCL/UGVCL/PGVCL, by paying necessary non-refundable fee for each separate unit for factory within Gujarat state or within the country but outside Gujarat state. For such registration, Factory inspection shall be arranged by PGVCL where application registered at the time of tender. They shall be defined as new suppliers for the items to be supplied from their new locations.
- [ii] In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees plus applicable GST and factory inspection shall be carried out as per norms. No shifting shall be allowed during execution of order. After shifting of factory supplier shall be considered as Regular supplier.
- [iii] In case of change in the name or ownership or control of the Firm of the Registered Vendor, having valid vendor registration, such Firm shall inform in writing along with supporting documents within 90 days of such change. The Firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products / items and that change is only in the name / ownership / control of the Firm. In such a case, the Firm shall have to submit application and relevant documents towards the proof that such change is lawful / legitimate along with the documents as per **Annexure XIV**, to the DISCOM, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor.  
If, firm fails to inform such changes to concern DISCOM within 90 days, in such case, the firm will not be considered as registered vendor.  
In case of Amalgamation of companies, the order from Court is to be followed.  
While, in case of Merger & Acquisition, the legal procedure to be followed as per Company's Act.
- [iv] On payment of registration fees plus GST, GUVNL's any subsidiary company where Registration fee plus GST paid, shall depute their representatives and / or third party inspectors decided by respective subsidiary company, for factory inspection and verifications of required details and documents. The Factory Inspection is mandatory in respect of New Vendors. No inspection waiver will be considered. During factory inspection, it is mandatory to have Photography with Date, of the applicant Company's premises, infrastructure facilities for testing equipment and machineries. The Vendors will have to give their consent for Photography.

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Based on the factory inspection report and verification of required documents, concern DISCOM at its sole discretion, shall decide whether to register the supplier / vendor or not.

- [v] Payment of registration fees plus GST does not guarantee the registration as approved vendor. Vendor registration fee plus GST is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected.
- [vi] The factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be arranged by DISCOM by deputing their representatives and or third party Inspectors appointed by DISCOM at its sole discretion, at an interval of every two years. However, DISCOM reserves the right to visit factory of approved vendor at any stage for verification of their capability & availability of machinery, testing equipment, infrastructure and whether same terms & conditions are being maintained or not. If at any stage, infrastructure facilities, supply capability etc. of firm is not found up to the satisfaction & requirement of DISCOM then DISCOM shall, forthwith cancel, at its sole discretion, the registration of the supplier/vendor concerned & shall take appropriate actions as deemed fit.
- [vii] Mere Vendor registration shall not itself vest any right on a party to receive orders from GUVNL's any subsidiary company or to claim any damages or compensation for non-placement of the order against any tender. PGVCL reserves its right to place order on any party, at its sole discretion and/or change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.
- [viii] In case of the factories located outside PGVCL area, the bidder shall have to cart (Transport) PSC Poles free of cost up to nearby PGVCL circle headquarter or destination as directed by PGVCL authority and the ex. factory rates quoted shall be considered for supply of poles at given destination in PGVCL area.

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

### 9. SUPPLIER:

#### 9.1. NEW SUPPLIER

9.1.1. The bidder, who has not supplied PSC Poles to GUVNL or any of its Subsidiary Company in the regular tender, as on the date of publication of Tender in the Newspaper, shall be considered as a New Supplier. Such bidder should have already got itself registered as a Vendor/ provisional Vendor for tendered item with GUVNL or any of its Subsidiary Company.

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

### 9.2. REGULAR SUPPLIER

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

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

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

- 10.1.1. The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.
- 10.1.2. The firm, stop deal and/ or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.
- 10.1.3. Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.**
- 10.1.3.1 The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.

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- 10.1.3.2 Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,
- 10.1.3.2.1 No enquiry shall be issued to a firm.
- 10.1.3.2.2 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- 10.1.3.3. Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-
- 10.1.3.3.1 Before opening Technical bids, the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.
- 10.1.3.3.2 After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Technical Bid.
- 10.1.3.3.3 After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.
- 10.1.3.3.4 The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.
- 10.1.3.4. If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.
- 10.1.3.5. The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.
- 10.1.3.6. The Stop dealing/ Banned for business dealing/ blacklist shall be Firm-specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the Pole factories works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies & for all Services of the Firm.
- 10.1.4. Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been

Signature of Tenderer

Company's Round Seal

Date:

Place:



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placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies in Annexure-6.

### 11 TENDER SPECIFICATIONS:

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

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

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

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

### 12 SUBMISSION OF OFFERS:

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

### 13 PGVCL demands the offers from manufacturers directly.

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

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

### 14. OTHER CONDITION OF SUPPLY:

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

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### 15. MINIMUM TENDER QUANTITY TO BE OFFERED /QUOTED

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

### 16. PRICES:

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

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

### 17. GST (GOODS and SERVICE TAX):

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

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

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

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

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towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

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

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.

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.

**INPUT TAX CREDIT BENEFIT**

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

**18. STATUTORY VARIATION:**

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 PGVCL 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 PGVCL.

Statutory variation clause will not be applicable in case of supplier / contractor has opted for composition scheme under GST.

**19. VALIDITY OF THE OFFERS:**

The offers will have to be kept valid for a period of 180 days from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the

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prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

### 20. PRICE EVALUATION:

No price preference shall be given on any account. All Tenders shall be evaluated on firm price end cost including GST and cess if any unless otherwise mentioned in the tender document. The bidders shall specify their rate in prescribed price bid format.

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

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

20. (i) The price quoted by New supplier shall be lower than quoted by the lowest Regular supplier; otherwise offer of new supplier will be rejected out rightly.

### 21. Negotiation and Price matching:-

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

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4. The New Supplier has to match price with L-1 New Supplier and Regular Supplier has to match price with L-1 Regular Supplier, as the case may be, who is technically acceptable.

### 22. QUANTITY DISTRIBUTION:

- 22.1. Not less than 50% of the quantity will be given to parties, who propose to supply such materials from their Pole factory Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price, (if they themselves are not L-1).
- 22.2. Regular L-1 party however will get heavy weightage in order placement. The total quantities to be allotted to Regular L-1 bidder, for the period as specified in the tender document, should be lowest of followings.
- 22.2.1 Quantity Quoted by Regular L-1 bidder.
- 22.2.2 Production capacity of the Regular L-1 bidder.
- 22.2.3 Twice the value of tender quantity divided by existing supplier of PGVCL before invitation of tender.
- 22.3 The quantity distribution to New Suppliers will be restricted up to 15% of the quantity requirement. Further, quantity allotted to each new supplier shall not be higher than average of regular suppliers.
- 22.4 New bidder/(s), to whom, company consider for placement of order, initially, trial order for **250 Nos.** of PSC Poles shall be issued. On successful completion of the trial order and having satisfactory performance, additional orders under ARC, shall be issued to such successful new bidder(s), considering production capacity, quantity offered and field requirement for PSC Poles in respective area.
- 22.5 The sub orders/additional orders to other successful bidders, to whom company shall consider for placement of order, shall be issued under ARC, as per requirement of the Company, considering production capacity, quantity offered, performance of the supplied material and field requirement for PSC Poles in respective area.
- 22.6 Company reserves the right to review and redistribute the issued ordered quantity at any time on the basis of performance of suppliers and as per requirement in respective area of company.
- 22.7 The Company shall decide to consider nos. of other bidders for placement of order under ARC, at its own discretion.

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

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The successful tenderers will be required to pay an amount equivalent to 2% (Two) of the value of the order/sub order/additional order value within 15 days from the date of issue of Letter of Acceptance /Intimation as a Performance Guarantee (Security Deposit) for satisfactory execution of the contract. Such Performance Guarantee (Security Deposit) for satisfactory execution will be payable either in Cash (up to Rs. 10,000)/ D.D. / Bank Guarantees only. Bank Guarantees from Scheduled / Nationalized Banks will be acceptable if the amount of security deposit payable exceed Rs. 5,000/-. The Bank Guarantees will be executed on the standard form prescribed by PGVCL.

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

**NOTE:** If the full Performance Guarantee towards Execution Period (Security Deposit) amount is not paid within 15 (Fifteen) days after the issue of the LOA, then the order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of PGVCL) and without entering into any correspondences and this will be binding on the Tenderer. **Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.**

### 24 Agreement:-

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

24.4.1 An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company. &

24.4.2 From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under:

24.4.2.1 If the Authorized Representative is from a Partnership Firm, then a certified copy of the Partnership Deed and an authority letter must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;

Signature of Tenderer

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- 24.4.2.2 If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the Company, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
- 24.4.2.3 If it is a Proprietary Firm, then the Proprietor himself should execute & sign the Agreement and his full residential address must be available in the file.
- 24.5 The following vital points are required to be thoroughly checked in the Agreement:-
- 24.5.1 The Agreement is being executed on an adequate value of Non-judicial Stamp Paper, as stipulated;
  - 24.5.2 The Security Deposit for initial order, if any, is duly paid as stipulated in the Agreement and that meets with the Condition stipulated in the Tender;
  - 24.5.3 All blanks (blank spaces) in the Agreement are duly and correctly filled in as required under various Clauses; &
  - 24.5.4 The Representative, signing the Agreement, on behalf of the Contracting Firm, is duly authorized to sign the Agreement.

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

**25 DELIVERY PERIOD:**

In case of existing suppliers, the supply of poles shall commence immediately but not later than one month from the date of order/L.O.A. In case of new suppliers, the supply shall commence not later than one month from date of trial order. The poles shall be made available for delivery every month regularly as per order quantity. The entire supply is to be completed within the stipulated time as per delivery schedule given by PGVCL in order or quarterly schedule given by PGVCL. PGVCL will give quarterly schedule for supply of poles before fifteen days of beginning of each quarter and accordingly poles to be made available by each supplier. If PGVCL needs more poles than delivery schedule mention in the order, in particular month and supplier is not able to complete it then for time limit penalty purpose delivery schedule as per order terms will be considered. The time limit of order will be considered for 2 (Two) years from placing of LOA /Order or as per quarterly schedule whichever is later.

The date of inspection, testing and acceptance of poles will be treated as poles delivered for the purpose of time limit, calculation of penalty and price variation.

**26 EXTENSION IN CONTRACTUAL DELIVERY DATE:**

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

Signature of Tenderer

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

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

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

And

[b] That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T shall be admissible on such of the said stores as are delivered after the original contractual delivery date.

[c] But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of any tax or duty or on any other ground as stipulated in the A/T, which takes place or on after the contractual delivery date of the said A/T.

**Explanation: The expression "contractual delivery date" shall mean and include any date on which or the last day of the period within which the whole or part of the goods are contracted to be delivered.**

### 27 DIFFERMENT IN DELIVERY:

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

### 28 PENALTY FOR LATE DELIVERY:

In case, the materials are not delivered within the period stipulated in the order /quarterly schedule, penalty plus GST shall be levied at ½% per week or part thereof with GST and cess as applicable on delayed portion subject to maximum 10% with GST

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and cess as applicable of the Order value (End Cost) with GST and cess as applicable. For calculating the delayed portion, date of actual tested poles at site/Pole factory shall be considered.

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

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

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

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Managing Director, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, brought out component and stores as the supplier may with concurrence of the Purchaser elect to retain".

**29 SUBMISSION OF BILLS:**

**(A) R A Bills**

The supplier has to submit the monthly running bills for the PSC poles supplied during the month for 100% payment to the Engineer in charge, who in turn will record the same and submit to the division / circle office after percentage check of Executive Engineer

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(Civil) for further process of passing & payment. Following documents shall be enclosed along with each Running Bill.

- 1) Inspection & test report including cube test & destruction test report etc.
- 2) Proof of quantity of PSC Poles received by the PGVCL.
- 3) Accounts of PSC poles showing supplied & balance to be supplied quantity. (For Both)

Before releasing element of Tax and duty, certified copy of treasury challan as a proof of having deposited appropriate amount with concerned authority shall be verified and then only payment shall be released.

**(B) Final Bills**

The contractor has to submit the final bill for the PSC poles supplied after successful completion of the contract for balance payment to the Engineer in charge, who in turn, will record the same and submit to the division office through the Executive Engineer (Civil) for further process of passing & payment. Following documents shall be enclosed along with Final Bill.

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

The final bill along with all above documents shall be submitted within four months on completion of the contract. The final bill shall be passed from Corporate Office.

**30 PAYMENT TERMS:**

100% Payment will be made after the poles are delivered at the location specified in MR/Gate Pass. The concern Division Office which receives the poles will make payment for the quantity received in good condition within 30 days of submission of bill by supplier. On receipt of duly certified bills and after verifying the invoices and other related documents, the Division office shall make payment. Before releasing element of Tax and duty, certified copy (Self Attested) of treasury challan as a proof of having deposited appropriate amount with concerned authority of previous bill shall be produced and then only payment shall be released. Documents related to payment of Taxes and duties for previous bill should invariably be submitted to PGVCL authorities for release of payment.

**31 GUARANTEE:**

If the poles, which are tested, accepted and paid, are found defective due to use of inferior quality of materials or poor workmanship within the period of 12 months from date of supply, the Supplier shall have to replace the same "free of cost"

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within three months from the notifying the defects. If the same are not replaced within time limit, the PGVCL reserves the right to recover same amount from the Bills without prejudice to any other rights.

### 32 REPEAT/SUB ORDERS:

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

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

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

The contract of supply of Readymade P.S.C. poles is envisaged for the period upto 2 (Two) years only. **The PGVCL can extend the contract for further period of one year, at its sole discretion, which will be binding to all suppliers.**

### 33 POST TENDER CORRESPONDENCE / ENQUIRIES:

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

### 34 Criteria for setting of New Pole Factory

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

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

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

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

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

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

**36 ACCESS TO SUPPLIER'S WORKS:**

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

**37** The purchaser (i.e., PGVCL) shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by PGVCL at its sole discretion at any time before the due date of submission of the online bids.

**38** Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to which they have supplied, to be furnished in Annexure- 7. Failure to do this will result on suppliers tender being rejected without any reference.

**39** PGVCL does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any.

**40** The materials should be offered strictly confirming to Tender specifications given in the tender. If the tenderers desire to quote with any technical deviations they

Signature of Tenderer

Company's Round Seal

Date:

Place:





## PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004  
CIN U40102GJ2003SGC042908 Phone No: (0281) 2380425 Fax : (0281) 2380428 Website: [www.pgvccl.com](http://www.pgvccl.com)

should specifically quote the deviation in the body of the tender itself under the respective Annexure of this tender document.

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

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

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

### 45 TERMINATION OF CONTRACT:

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

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

Or

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

Or

[c] To cancel the contract.

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



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

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

### **46 CARTEL:**

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

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

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

- 47** PGVCL reserves the right to increase or decrease the quantity against each item/s while placing the order. PGVCL reserve the right to review and redistribute the issued order quantity at any time on the basis of performance of various suppliers (New & Regular) and as per requirement of PGVCL under various circle.
- 48** The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone, Fax Numbers (Office & Residential) etc. should be invariably mentioned in the Annexure - 4 of this tender document.
- 49** The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative if any, who has been authorized by the Tenderer to do liaison work with PGVCL on their behalf. Only one Authorized Representative is allowed.

Signature of Tenderer

Company's Round Seal

Date:

Place:



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- 50 The tenderers should invariably write the name and address of the Company, both on sealed covers of EMD & Technical Bids if applicable. Otherwise the tender cover without the name and address will not be opened which may please be noted.
- 51 Tenderer should invariably fill up all the details of all the Annexure of this tender document. This is mandatory.  
Also all the Annexure should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper.
- 52 If the Tenderer fails or defaults in execution of the orders placed or if PGVCL suffers any financial loss due to this, then PGVCL will be at liberty to adjust the amount from other orders of the same firm or by encashing the Bank Guarantee.
- 53 Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions, then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.
- 54 All the tenderers must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.
- 55 All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.

### 56 ARBITRATION:

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

### 57 JURISDICTION:

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



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**E. M. D. BANK GUARANTEE FORMAT**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/8M/1/2018**

**APPENDIX - I**

**(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**Whereas** M/s \_\_\_\_\_ (name & address of the Firm) having their registered office at \_\_\_\_\_ (address of the firms Registered Office) (hereinafter called the 'Tenderer') wish to participate in the tender no : \_\_\_\_\_ for \_\_\_\_\_ 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 opening of Technical Bid which is required to **be submitted by the Tenderer along with the Tender.**

We, \_\_\_\_\_ (name of the Bank and address of the Branch giving the Bank Guarantee) having their registered office at \_\_\_\_\_ (address of the Bank's Registered Office) here by give this Bank Guarantee No: \_\_\_\_\_ Dtd: \_\_\_\_\_

and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from 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 Ltd. on behalf of the Tenderer.

We \_\_\_\_\_ (name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer within its validity or Non-submission of Security Deposit by the Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer and the PGVCL.

Signature of Tenderer

Company's Round Seal

Date:

Place:



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

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (amount 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 Authorized Signatory with Official Round Seal.

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ON STAMP PAPER OF RS.100/-**

**FORM OF BANKER'S UNDERTAKING**

**[For Performance Guarantees (PG) as per clause no.23 of commercial terms and conditions]**

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the **PASCHIM Gujarat Vij Co.Ltd.** Or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_\_\_ (in \_\_\_\_\_ words) Rupees \_\_\_\_\_ to the said **Paschim Gujarat Vij Co.Ltd** on behalf on M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below:

LOA 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. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOTWITHSTANDING" anything contained herein before our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_.

Place:  
Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	SIGNATURE OF THE BANK'S AUTHORIZED SIGNATORY WITH OFFICIAL ROUND SEAL
--	---

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



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 1**

Vendor must fill up below details & should place at the top of the Technical Bid **and should be placed as a first page of offer.**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 2**  
**DELIVERY SCHEDULE**

Tenderer should furnish their Delivery Schedule of the tendered items in the following table and should be placed as a **second page** of offer.

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

DETAILS OF ITEMS OFFERED BY BIDDER

Sr. No.	Details of Items Offered	10 Meter/270Kg (PSC) poles.
1	Minimum offered tender quantity i.e., 790 poles	Agree
2	Supply period of order for 2 (Two) years and extension as per Commercial Terms condition Cl. No. 32	Agree
3	Total Quantity of 10 meter; 270 kg, (PSC) Poles offered to Tender	_____

GUARANTEED DELIVERY SCHEDULE

Bidder should furnish their Delivery Schedule of the tendered item-10 Meter/ 270Kg PSC Poles in the following table:

	Guaranteed maximum quantity offered per month	Guaranteed minimum quantity offered per month
	10 M/270 kg. pole	10 M/270kg. pole
1		

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

Seal of the Firm

Date:

Place:

Signature of Tenderer	Company's Round Seal	Date:	Place:
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**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 3**

**UN - PRICED SCHEDULE (COPY WITHOUT PRICES) and should be placed as a third page of offer.**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

Sr. No.	Details of the Items	Quantity Offered	Firm's Per <u>Annum</u> Production Capacity for the offered item / items.
1	Supply of 10M /270 kg. PSC Pole as per design of PGVCL		

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 4 DETAILS OF THE FIRM**

Bidder may MANDATORILY fill all the details in this form & should be placed as a 4<sup>th</sup> page of offer.

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

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



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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ANNEXURE-4 (Continued)

<b>DETAILS OF PARTNERS / DIRECTORS OF FIRM / COMPANY</b>				
Sr. No.	Name of Partners / Directors DIN no. as applicable	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
6				
Name Of Authorized Signatory:				

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

Signature of Tenderer	Company's Round Seal	Date:	Place:
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**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 5**

I / WE, confirm that following documents are attached with the technical bid of the offer and should be placed as a fifth page of offer.

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

**NOTE:**

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 6**

**(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF) and should be placed as a sixth page of offer.**

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

**Ref: TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

(All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.)

I / We \_\_\_\_\_  
authorized signatory of M/S \_\_\_\_\_  
here by certify that M/S \_\_\_\_\_ and their  
Proprietor / any Partner / any directors of the firm is not stop deal and /or banned for  
business dealing and / or black listed by GUVNL and or their any subsidiary company viz.  
DGVCL / MGVCCL / PGVCL / PGVCL .

Signature of the Tenderer

Seal of the Firm

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE- 7**

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

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED YES/NO	STATUS, IF ORDER UNDER EXECUTION	REMARKS
<b>A</b>	<b>GUVNL (Formerly GEB ) MGVCL/PGVCL/DGVCL/PGVCL</b>						
1)							
2)							
3)							
4)							
5)							
<b>B</b>	<b>OTHER STATE ELECTRICITY BOARD's:</b>						
1)							
2)							
3)							
4)							
5)							
<b>C</b>	<b>PRIVATE FIRMS:</b>						
1)							
2)							
3)							
4)							
5)							

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**ANNEXURE - 8**

Subject: Tender for Supply of 10 Meter/ 270 Kg working Load Readymade,  
Prestressed Concrete (PSC) Poles for 2 (Two) years

Reference: **TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

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

Seal of the Firm

Signature of the Authorised  
Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

Signature of Tenderer

Company's Round Seal

Date:

Place:



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**ANNEXURE - 9**

**LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID  
TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

Signature of Tenderer

Company's Round Seal

Date:

Place:





**PASCHIM GUJARAT VIJ COMPANY LIMITED**

**Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004**  
CIN [U40102GJ2003SGC042908](#) Phone No: (0281) 2380425 Fax : (0281) 2380428 Website:[www.pgvccl.com](http://www.pgvccl.com)

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**ANNEXURE - 10**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

**Vendors must furnish the below details along with technical Bid.**

- I. Latest audited balance sheet audited by CA.
- II. Supply of materials in quantity for the last three years.
- III. Supply of materials in quantity to DISCOMs of GUVNL for the last three years.
- IV. The yearly capacity to manufacture the materials in quantity.
- V. The order on hand in quantity with delivery schedule.

.....

Signature of Tenderer

Company's Round Seal

Date:

Place:



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**ANNEXURE - 11**

**TECHNICAL AND COMMERCIAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS  
ANNEXURE ONLY AND TO BE SUBMITTED WITH TECHNICAL BID.**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

Signature of Tenderer

Company's Round Seal

Date:

Place:



PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004
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ANNEXURE - 12

(To be submitted in online mode)
(UNDERTAKING IN REGARD TO QUOTED PRICE)

(All bidders will have to furnish the following undertaking duly filled in, for all the quoted items of the tender along with online Technical bid)

[A] Bidder shall mention confirmed/ Not confirmed in provided box.
"This is to certify/confirm that during past 3 months from the last date of submission of the above tender, we have not quoted/offered lower than the unit ex-works price with GST for the above tendered Item/s (with similar specifications of the above tender of PGVCL) to the other subsidiary company of GUVNL.
[B] If not confirmed at [A] above, please fill up the following. The unit ex-works price with GST quoted/ offered (with similar specifications as per the above tender of PGVCL) by us to other subsidiary company of GUVNL at the price lower than this tender during the last three (3) months are given below:
[C] Bidder shall mention accepted/ Not accepted in provided box. We further accept and confirm that if the above prices as per [B] quoted/ offered are lower than the prices of this tender or subsequently if it comes to the knowledge of the PGVCL that we have quoted / offered the unit ex-works price with GST considering Price Variation for tendered items with similar specifications in other subsidiary company of GUVNL during three months prior to the last date of the submission of this tender & till LOA is placed under this tender, PGVCL is authorized to place the LOA/A/T for the above tendered items at lowest of the such unit ex-works price with GST considering Price Variation for tendered items with similar specifications & we undertake to accept the LOA/A/T at such lowest unit ex-works price with GST considering Price Variation.
Note: BIDDERS MUST MENTION / PROVIDE TEXT / WORDS OF "CONFIRMED / NOT CONFIRMED" IN BOX OF PART [A] AND "ACCEPTED / NOT ACCEPTED" IN BOX OF PART [C] OF ABOVE ANNEXURE-12 IN ONLINE MODE. THE WORDS OTHER THAN ABOVE SHOULD NOT BE ALLOWED/CONSIDERED AND THE BID SHALL BE REJECTED WITHOUT GOING IN TO FURTHER CORRESPONDANCE WITH BIDDER.

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



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**ANNEXURE - 13**

**UNDERTAKING IN REGARD TO INTEREST OF ANY EMPLOYEE OF PGVCL**

**Sub: Undertaking in regard to Interest of PGVCL employee thereof.**

**Ref: TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

(All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.)

I / We \_\_\_\_\_  
authorized signatory of M/S \_\_\_\_\_  
here by certify that in our Company/Firm, PGVCL employee or his relative share is not more than 10% as defined in Section 2(77) of the Company's Act. 2013.

Signature of the Tenderer

Seal of the Firm

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

**Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004**  
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**ANNEXURE - 14**

**Ref: TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

**LIST OF DOCUMENTS REQUIRED FOR CHANGE OF NAME:**

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

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

**UNDERTAKING**

We, M/s. \_\_\_\_\_ address  
\_\_\_\_\_, do hereby  
declare that the name of our Company / Firm has been changed from M/s.  
\_\_\_\_\_ to M/s.  
\_\_\_\_\_ pursuant to MOA / Amalgamation.

We, through this Undertaking 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 Company / Firm only.

We shall be liable and responsible, to execute the Orders placed vide A/T No.  
\_\_\_\_\_ and Vendor Registration given by  
\_\_\_\_\_ (Name of subsidiary Company), and agree to  
fulfill all the obligations related to it.

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

**Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004**  
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**ANNEXURE - 15**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

**FORMAT OF APPLICATION FOR PAYMENT THROUGH RTGS /NEFT**

To,  
The Chief Finance Manager  
Paschim Gujarat Vij Company Limited,  
Regd. & Corporate Office, Nana Mava Main Road,  
Rajkot-384001

Sub: Confirmation/details for payment to be received through RTGS / NEFT option against our supply/services pursuant to the AT/WO issued by PGVCL/ EMD refund Payment etc.

AT/WO No if any: \_\_\_\_\_

Dear Sir,  
We hereby confirm that we are willing to opt for payment to be received through RTGS / NEFT. The bank details duly confirm by bank, for receipt of payment against material supply/services, miscellaneous dues, EMD refund. Bank Details

- 1) Account No. :
- 2) Type of Account :
- 3) Bank Name :
- 4) Branch Name & Address :
- 5) Contact No. of the branch :
- 6) IFSC No. :

Communication Details

- 1) Email ID: \_\_\_\_\_
- 2) Cell No. : \_\_\_\_\_

We authorize you to deduct necessary bank charges of NEFT/RTGS.

We have forwarded a soft copy of the above details to [aocash.ho.pgvccl@gebmail.com](mailto:aocash.ho.pgvccl@gebmail.com) on date\_\_\_\_\_

Yours faithfully,

\_\_\_\_\_  
(Signature & Name of auth. sign. with company/firm stamping)

Bank Confirmation

Certified that the furnished above bank details are correct as per our records.

Bank's Stamp

Authorized Signatory\_\_\_\_\_

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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Tender for Supply of 8 Meter/ 200 Kg working Load Readymade, Prestressed Concrete (PSC) Poles for 2 (Two) years.

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

Due On:

On Firm's Letter Head

**CERTIFICATE - "A"**

I / We \_\_\_\_\_ authorised signatory of  
M/s. \_\_\_\_\_ hereby Certify that  
M/s. \_\_\_\_\_ is not related with other firms who  
have submitted tenders for the same items under this inquiry / Tender.

Seal of the Firm

Signature of the Tenderer  
With Designation.

Place:

Date:

Signature of Tenderer

Company's Round Seal

Date:

Place:



**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**PASCHIM GUJARAT VIJ COMPANAY LTD.**

**REGD. & CORPORATE OFFICE: NANA MAVA MAIN ROAD: RAJKOT-360 004**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

Due On:

**IMPORTANT INSTRUCTIONS**

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

"This is to confirm and certify that the offer submitted by me is strictly in accordance with PGVCL Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. **There is no commercial or Technical deviation in the offer from PGVCL Tender Specification.** I undertake to abide by PGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per PGVCL Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of PGVCL, including delivery schedule."

\_\_\_\_\_  
(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be outrightly ignored in the absence of above certificate.

3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to PGVCL specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then PGVCL will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents.

4. The conditional tenders will not be accepted.

Signature of Tenderer

Company's Round Seal

Date:

Place:





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**FORMAT FOR VENDOR REGISTRATION**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



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12	Qualified personnel employed in the Factory.				
	Managerial/Production staff				
	Quality Control staff.				
	Skilled Workmen.				
	Unskilled Workmen.				
	Others				
13	Sources of supply of raw materials.				
A	Portland Cement (43/53 grade)				
B	H.T. Steel Wire (4mm)				
C	Steel bars (6mm)				
D	Sand				
E	Aggregates (Coarse & fine)				
F	Water for concrete mixing.				
14	Production Capacity Details for manufacture of 8 meters PSC poles				
A	No. of casting Beds installed & commissioned				
B	No. of Poles per bed				
C	Production capacity per month $C = (A \times B \times 30) / 3$				
15	Pole Curing Capacity for 8 meters PSC poles details of ponds with sizes (Sizes to be specified in meter)				
Pond No.	Length	Width	Depth	Volume	Pole Capacity
1					
2					
3					
4					
16	Whether the firm possesses ISO 9001/9002 Certificate; If yes furnish ISO number & validity				

Remarks:-

Signature of Tenderer	Company's Round Seal	Date:	Place:
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**PASCHIM GUJARAT VIJ COMPANY LIMITED**

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**DOCUMENTS TO BE ENCLOSED WITH VENDOR REGISTRATION FORMAT**

**TENDER NO.: PGVCL/CIVIL/PSC POLE/10M/2/2018**

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

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

**Note- 1. New vendors shall have to submit above Documents or proof of applied to respective authority, whichever applicable, along with application for Vendor Registration.**

**2. Final vendor registration shall be issued on submission of above documents, establishing required infrastructure for manufacturing & testing of PSC Poles, whichever is applicable.**

Signature of Tenderer

Company's Round Seal

Date:

Place: