PASCHIM GUJARAT VIJ COMPANY LIMITED
REGD. & CORPORATE OFFICE:- "PASCHIM GUJARAT VIJ SEVA SADAN"
OFF NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-360004
CIN U40102GJ2003SGC042908
Telephone Nos:-0281-2380425/427/2360182 Fax No:-0281-2368175
Website:-www.pgvcl.com E-mail:-proc.pg@gebmail.com

COMMERCIAL TERMS AND CONDITIONS

1 The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the Commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.

Bidders should submit the required documents with page no. & sequence as per Check List given in Schedule-A. This is mandatory.

2 VENDOR REGISTRATION:-

(A) CONDITIONS FOR REGISTRATION AS REGULAR SUPPLIERS:-

1) The suppliers, who have received and executed orders after 1st April, 1998 for the items against GUVNL (formerly GEB) Head Office orders are registered automatically as regular supplier for those items, looking to their performance. However, they shall have to fill up a prescribed form (given at the end of the tender document) giving basic details of their set up, turnover, manufacturing capacity, ISO Certification etc. and obtain formal registration of GUVNL (formerly GEB). They shall also have to get re-registered by paying Rs.10, 000/- (non-refundable) for each of their units separately, after five years from 01.03.2001.

2) If a regular supplier, by paying registration fees 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 of Rs.10, 000/- per unit shall be essential.

(B) CONDITIONS FOR REGISTRATION AS NEW SUPPLIERS:

The parties, who have not supplied to PGVCL/MGVCL/UGVCL/DGVCL (formerly GEB) but have supplied to other SEB's / Govt. Organizations, will be considered as new suppliers. The non-refundable registration fees for the new supplier shall be as under:

1) For tender value up to Rs.1 lac (Rupees one lac) - Vendor Registration is not required.

2) For the tender value between Rs.1 lac & Rs. 5 lacs – Vendor Registration fees shall be Rs. 1,000/-per unit.

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

3) For the tender value above Rs.5 lacs - Vendor Registration fees shall be Rs.10, 000/- per unit.

They shall also have to get them re-registered by paying non-refundable registration fees as applicable, for each of their units separately, after five years from date of issue of approval letter for vendor Registration.

(C) OTHER CONDITIONS APPLICABLE TO REGULAR AND NEW SUPPLIERS:

1) 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/ PGVCL (formerly GEB), by paying Rs.10, 000/- (non-refundable) for each separate unit. For such registration, Factory inspection shall be arranged by GUVNL/PGVCL (formerly GEB) they shall be defined as new suppliers for the items to be supplied from their new locations.

2) In case of shifting of factory premises, they shall have to pay Rs.10, 000/- (non-refundable) towards registration fees and factory inspection shall also be carried out.

3) In case of change in name of the company, they shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items, and that the simply it is a change in the name of the company.
In such case, there is no need to pay registration fees. However, required documents, duly notarized in original like Power of Attorney, GUVNL (formerly GEB) Resolution, Partnership deed, Memorandum / Articles of Association, Certificates from Registrar of Companies, Sales tax authorities, Central Excise authorities, ISO/BIS, Factory Inspector, SSI/NSIC (If applicable), chartered accountant, Agreement of takeover of Business etc. to approach for such change in the name of company, shall be essential.

4) On payment of registration fees, GUVNL (formerly GEB)/PGVCL shall depute their representatives and / or third party inspectors decided by GUVNL(formerly GEB), for factory inspection and verifications of required details and documents. Based on the factory inspection report and verification of required documents, GUVNL (formerly GEB)/PGVCL at its sole discretion, shall decide whether to register the supplier / vendor or not.

5) Payment of registration fees does not guarantee the registration as approved vendor. Vendor registration fee is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected by GUVNL (formerly GEB)/PGVCL.

6) The factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be arranged by GUVNL (formerly GEB)/PGVCL by deputing their representatives and or third party Inspectors appointed by GUVNL

(formerly GEB) at its sole discretion, at an interval of every two years. However, GUVNL /PGVCL reserves the right to visit factory of approved vendor at any stage for verification of their capability & availability of machinery, testing equipments, 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 GUVNL (formerly GEB)/PGVCL shall, forthwith cancel, at its sole discretion, the registration of the supplier/vendor concerned & shall take appropriate actions as deemed fit.

7) The suppliers in respect of the tendered item/items should have valid vendor registration with GUVNL (formerly GEB)/ PGVCL before the date of opening of the technical bid, otherwise their bids will not be opened.

8) All the tenderers are required to invariably submit copies of vendor registration approval letter for the tendered item/items, in the EMD cover. THIS IS A MUST; otherwise their tender is liable to be ignored without any further communication in the matter.

9) Mere Vendor registration shall not itself vest any right on a party to receive orders from GUVNL (formerly GEB)/PGVCL 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.

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.

3 NEW PARTIES:-

The parties, who have not supplied to GUVNL (formerly GEB)/PGVCL but have supplied to other SEB's / Government Organizations, will be considered as New supplier / party. New party has to furnish the proof of execution of orders. It should also get itself registered as a vendor with PGVCL. As far as possible, only manufacturers will be considered and no traders shall be encouraged.

The firm who have supplied to GUVNL (formerly GEB) /PGVCL 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.

4 TENDER SPECIFICATIONS:-

All technical specification should be ISS/ISI/BIS. 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 within 2 years from 1/1/2001and other things being equal, suppliers who possess ISO 9001 /ISO 9002 certificate will be given preference in quantity distribution after 1/1/2003. The technical scrutiny committee of PGVCL

shall evaluate the techno-commercial view of the tender. PGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their supplied materials.
Tender should be in two bids.

a) Techno – Commercial Bid and b) Price Bid.

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

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

5 PRICE EVALUATION:-

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis, but without loading Sales Tax, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, which is technically acceptable. PGVCL may go to the price L-2 depending upon the exigency. If PGVCL feels that there is lack of serious competition or any other reasons, PGVCL may negotiate with the L-1 party. PGVCL's decision shall be final and binding on all the parties.

6 [A] QUANTITY DISTRIBUTION:-

As per current practice, in case where the quantity is to be distributed to more than one supplier, 50% quantity shall be reserved for Gujarat based parties who are techno-commercially qualified and who match the L-1 end cost as per Government of Gujarat guidelines. The parties whether new or regular who have offered minimum 15% / 25% of the total tender quantity for each of their offered items (and fulfilled tender condition no.78 i.e. Minimum tendering quantity) will only be considered for price evaluation. PGVCL will not consider the price bid of any party who quotes for lesser quantity.

[a] At the first time while placing the order, the quantity distribution to new supplier will be restricted to 10% of the quantity requirement of the particular item, provided the price of new supplier is lower than the regular suppliers.

[b] In the second floated tender for the purchase of similar tendered item, the quantity distribution will be limited to 25% to such new firms, provided the price of new supplier is lower than the regular suppliers. And on their satisfactory execution and performance, thereafter during subsequent tender for similar item, the firm will be considered as a regular supplier.

[c] The new suppliers (either New-1 or New-2) will be asked to match the L-1 prices of the new supplier only and the regular supplier has to match the L-1 price of the regular supplier.

But if there are no regular suppliers OR if the rate of regular supplier is very high, the above condition no. (a) and (b) shall be suitably relaxed by PGVCL. PGVCL would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weightage in order placement.

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

6 [B] QUANTITY DISTRIBUTION:-

As per current practice, in case where the quantity is to be distributed to more than one supplier, 50% quantity shall be reserved for Gujarat based parties who are techno-commercially qualified and who match the L-1 end cost as per Government of Gujarat guidelines. The parties whether new or regular who have offered minimum 15% / 25% of the total tender quantity for each of their offered items (and fulfilled tender condition no.78 i.e. Minimum tendering quantity) will only be considered for price evaluation. PGVCL will not consider the price bid of any party who quotes for lesser quantity.

a) At the first time while placing the order, the quantity distribution to new supplier can be enhance up to 30% of the quantity requirement of the particular item, provided the price of new supplier is lower than the regular suppliers.

b) In the second floated tender for the purchase of similar item, the quantity distribution can be enhance up to 40% to such new firms, provided the price of new supplier is lower than the regular suppliers. And on their satisfactory execution and performance, thereafter during subsequent tender for similar item, the firm will be considered as a regular supplier.

c) The new suppliers (either New-1 or New-2) will be asked to match the L-1 prices of the new supplier only and the regular supplier has to match the L-1 price of the regular supplier.

But if there are no regular suppliers OR if the rate of regular supplier is very high, the above condition no. (a) And (b) shall be suitably relaxed by PGVCL. PGVCL would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weightage in order placement.

7 The estimated cost of tender items is notified in the tender notice. Tenderer has to pay EMD @1% of the cost of all their quoted Items.

8 Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of **Demand Draft**; otherwise offer will be ignored out rightly. **Indian Postal Orders (IPO's) & Cheques are not acceptable**. Demand Draft should be in the name of the "Paschim Gujarat Vij Co. Ltd.", Payable at Rajkot.

The envelope shall be addressed to the Chief Engineer (Mat), Regd. & Corporate office of PGVCL, and PGVCL will not be responsible for the transit loss or misplacement.

Alternatively, the tenderers can pay the tender fee in CASH, PGVCL, Corporate Office, Rajkot – Cash counter and enclosed the original Money receipt in the EMD Cover.

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

9 IMPORTANT:-

Both the bids technical and price bid should be submitted simultaneously along with separate EMD cover in the respective envelopes and superscribed accordingly (duly sealed),

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

So as to reach this office not later than on due Date and Time as specified in the tender notice through RPAD / Speed post only. Please note, that any bid, technical or price bid and Telegraphic or short offers / bids received after the due date and time will not be accepted and the offer will be ignored out rightly. **NO LATE TENDER / DELAYED TENDER SHALL BE CONSIDERED.**

10 PRICES:-

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of PGVCL in Gujarat). However, the Tenderer should indicate in the Schedule – "B" i.e. Price Bid only, the break-up of Unit F.O.R. Destination Prices stating the **Unit Ex-works price for Excise purpose, Excise duty, Sales Tax, the average freight and packing charges, and Insurance Charges. Tenderer / supplier should quote the Freight as well as Insurance Charges both separately as shown in price bid which is a must.** Please note that payment of excise duty will be made only on Ex-Work prices. Also, please mention rate of Excise duty. If not specifically mentioned then PGVCL will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders. **This Schedule – "B" should be submitted in the Price Bid envelope.**

Only for Traders:

1) In case of a Trader, if the quotation is furnished for all inclusive rates and the rates of taxes and duties are indicated without indicating the amount, in such a case, the trader is eligible for statutory variation

2) Where the Trader quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price, the Trader is not eligible for statutory variation.

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

11 EARNEST MONEY DEPOSIT(E.M.D.):-

E.M.D. at the rate of 1% of the value of the items offered is payable. The EMD is payable either in Cash or by Demand Draft in favour of the **Paschim Gujarat Vij Company Ltd.**, on any Scheduled / Nationalized Banks in Rajkot. It can also be furnished by way of an irrecoverable Bank Guarantee from any nationalized Bank**and Private Banks authorized to take Government Business viz. IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank only** in a standard format prescribed by PGVCL (Format given in this tender document).

And if this amount is more in respect of tender value of Rs.1 Crore, it should be partially (50%) in cash or by DD in favour of Paschim Gujarat Vij Company Ltd. on any Scheduled Bank in Rajkot and balance 50% by Bank Guarantee from Nationalized Banks and Private Banks authorized to take Government Business viz. IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank only in a standard format prescribed by PGVCL (Format given in this tender document).Cheques are not acceptable. Bank guarantees issued by any other banks then prescribed above AND CORPORATE BANK GUARANTEES NOT ALLOWED.

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

(11.1) The Small, Cottage & Tiny Industrial 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 & CSPO/NSIC/DGS&D registration certificates in EMD cover.

Note:- Notarized copy of both (I) Certificate / Acknowledgement for **PART-II** of Entrepreneur Memorandum of micro, tiny, small entrepreneurs of Gujarat State indicating the manufactured item/items offered and (II) CSPO/ NSIC/DGS&D registration certificate indicating the manufactured item/items offered, must be submitted.

(11.2) Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D.

(11.3) **Participants not covered under above categories mentioned in Clause No.(11.1) & (11.2) will have to pay EMD compulsory, as prescribed, failing which the "Bid" will be treated as "Disqualified Bid" and automatically, stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid**.

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

EMD COVER: The EMD Cover should contain the following documents: (a, b, & c)

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 EMD are found OK then only Technical Bid will be opened which may please be noted.

If both (I) Certificate / Acknowledgement for PART-II of Entrepreneur Memorandum of micro, tiny, small entrepreneurs of Gujarat State and (II) CSPO /NSIC/DGS&D certificate, for the item/items offered under tender be submitted against EMD, then it should be authenticated by notary and the validity of the same should cover at least the validity period of the tender and thereafter it has to be renewed and submitted immediately.

Both documents i.e. (I) Certificate / Acknowledgement for PART-II of Entrepreneur Memorandum of micro, tiny, small entrepreneurs of Gujarat State and (II) CSPO/NSIC/DGS&D certificate, for the item/items offered under tender, furnished along with the tender should have clear validity as per the tender condition and should invariably be renewed as per norms, otherwise bidder shall have to pay EMD and no exemption will be granted.

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

b) List of Orders executed of last three (3) years including supplies made to PGVCL/GUVNL(Formerly GEB) for the tendered items.

c) Vendor Registration Certificate if tenderer is a new entrant to GUVNL(Formerly GEB)/PGVCL, Clause No.2 (commercial terms and conditions) of this tender document will be applicable for Vendor Registration.

EMD will be forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the Tenderer fails to furnish / deposit the security deposit as per below clause no.12.

Signature of Tenderer:		
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EMD of the unsuccessful tenderer's will be returned within 60 days of placing of the order with the successful Tenderer subject to the Tenderer returning the original receipt of the EMD together with the advanced stamped receipt, to the Accounts Officer (Billing) of PGVCL

EMD will be returned to the successful bidders, only on their submission of performance guarantee towards execution period (i.e. Security deposit) against order released on them.

12 PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD:- (i.e. SECYRITY DEPOSIT):-(Should be submitted within 15 (fifteen) days from date of Letter of Acceptance).

The successful tenderers **except the Small, Cottage & Tiny Industrial Units registered under Small Scale Industries of Gujarat State** and holding subsequent registration with CSPO /NSIC/DGS&D registration certificates for the item under tender shall require to pay 10% (Ten) of the value of the order i.e on end cost as a Performance Guarantee (Security Deposit) for successful execution of the contract.

The Small, Cottage & Tiny Industrial Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender shall submit Security Deposit of 6% of the contract value i.e. on end cost as a Performance Guarantee (Security Deposit) for successful execution of the contract.

Sr. No.	Security Deposit (i.e. Performance Guarantee Towards Execution) Amount for Small, Cottage & Tiny Industrial Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO /NSIC/DGS&D registration certificates for tendered item	Security Deposit (i.e. Performance Guarantee Towards Execution) Amount Applicable for the units other than mentioned in column no.2 of this table
1	2	3
1	6% (Six) of the contract value in the form of Bank Guarantee to cover the execution period.	10% (Ten) of the contract value in the form of Bank Guarantee to cover the execution period.

(Note:-For Gujarat State bidders of above column no.2:-

It is mandatory for the bidders of Gujarat state to submit notarized copy of both (I) Certificate / Acknowledgement for PART-II of Entrepreneur Memorandum of micro, tiny, small entrepreneurs of Gujarat State and (II) CSPO/NSIC/DGS&D certificate and both certificates indicating the manufactured item/items offered in tender.

The entitle bidders as mentioned above of Gujarat state have to submit the required valid documents to avail the benefit of payment of 6% of security deposit amount otherwise bidder has to pay the security deposit amount of 10% of the value of order.)

Such Performance Guarantee (Security Deposit) for satisfactory/successful execution will be payable either in Cash/ D.D./Bank Guarantees. Bank Guarantees from **Nationalized Banks and Private Banks authorized to take Government Business viz. IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank only** 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.

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

The bidder has to give Bank Guarantee with validity period of additional 01 (One) month than contractual delivery period.

In case of the Bank Guarantees furnished / submitted, they should have clear one time validity till the completion of the order in all respects and up to the expiry of Guarantee period from the date of receipt of the last consignment. Bank Guarantee for Interim period will not be allowed. If by any reasons the supply period is extended then supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PGVCL will be at liberty to encash the same. Bank Guarantees issued by any other Banks then prescribed above and CORPORATE BANK GUARANTEES NOT ALLOWED.

The Performance Bank Guarantee covering execution of contract will be returned only on successful execution of contract and on receipt of the Bank Guarantee towards warranty/guarantee.

The successful Bidder shall have to furnish PG (as per condition No: 47 of this Tender Commercial Terms and Conditions) of the Contract Value separately as applicable as per this Tender Condition.

NOTE: GUVNL (Formerly GEB) and their any subsidiary company viz. MGVCL/DGVCL/PGVCL/UGVCL/GETCO/GSECL has discontinued the registration of suppliers as class A, B, & C and as such it will not be applicable for the current tender under issue.

If the full amount either by Cash/D.D./BG as Performance Guarantee towards execution period (i.e. Security Deposit) is not paid within 15 (Fifteen) days from the date of letter of acceptance (LOA), then the LOA 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 and actions shall be taken against such defaulter like stop dealing or any other actions as decided by PGVCL.

13 VALIDITES OF THE OFFERS:-

The offers will have to be kept valid for a period of **120 days** from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, **the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer.** If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

14 RAILWAY RECEIPT (R.R.) / TRUCK RECEIPT (T.R.):-

All goods should be dispatched freight paid and the R.R. /T.R should be forwarded directly to the consignee by registered letter and not through any Bank or PGVCL Office of Rajkot. It should be immediately intimated on dispatch of the stores, as otherwise demurrage charges if any paid by the consignee will be deducted from supplier's bill. It is essential that packing notes and prices invoices should be furnished to the consignees in respect of every consignment with a copy to this office.

A clear R.R. /T.R. should be obtained from the Railway authorities / Transport Authorities without any ambiguity, otherwise the supplier will be held responsible for any damages / shortage claim rejected by the Authorities for want of a clear R.R. /T.R. **Materials may be dispatched by any convenient mode of transport and upto PGVCL stores i.e.F.O.R.Destination.**

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

15 PACKING AND FORWARDING CHARGES:-

The prices shall be inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand rough handling and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.

16 TRANSIT INSURANCE:-

All the materials will be required to be supplied up to Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover 30 days after the date of receipt of materials at site in order to enable PGVCL to check up stores fully. The suppliers will be responsible for free replacement of such stores components as may be reported by the consignee which have been received short, damaged or broken within 30 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.

17 ACCEPTANCE OF STORES:-

All or any stores and materials **to be supplied at F.O.R. Destination**, against this contract will be subject to their acceptance by the consignee or any other Officer deputed by PGVCL for this purpose. PGVCL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

18 EXCISE DUTY:-

The price should be quoted **Exclusive** of excise duty **and in single slab only**. **Multiple Excise duty slabs based on turn over / production capacity should not be quoted and if quoted, then the highest slab for evaluations will be considered**. If the Excise duty is based on the supplier's turnover then in that event all the Excise duty beyond the Excise duty quoted by the Tenderer will have to be borne by the Tenderer itself. The excise duty rate for the quoted quantity should be **stated extra**.

The offers having price INCLUSIVE OF EXCISE DUTY is likely to be rejected if the rate of excise duty is not mentioned clearly. PGVCL may at its discretion consider such offer with presumption of highest rate of excise duty prevailing when the price quoted is inclusive of Excise Duty.

Please clarify whether Excise Duty is chargeable or not and the ceiling for the same must be clearly specified to enable us to evaluate suppliers offer. In case, Govt. revises the rate of excise duty during the tenure of the contract, the provision of PGVCL statutory variation clause shall apply.

MODVAT BENEFIT:

In the event of any statutory increase in the rate of Modvat and / or due to inclusion of any other additional item of their inputs under the ambit of the Modvat Scheme, subsequent to the date of submission of the offer, the same should be passed on to PGVCL and you should inform such changes to PGVCL from time to time.

19 SALES TAX:-

The prices should be quoted **Exclusive of Sales Tax i.e. Without GST or CST.The amount / percentage of Sales Tax (GST or CST) should clearly be indicated**

separately. The Stores are required for consumption in Generation, Transmission and Distribution of electrical energy and as such, Gujarat State sales Tax at concessional rate will be paid as per rules. Gujarat State Form "c" /"c-1"/Central "c" form will be issued at the time of payment of bills. You are requested to quote your Sales Tax Registration Number & date in all the bills.

The Gujarat Sales Tax is applicable on Freight Component also for the dispatches within GujaratState.

As per Government of Gujarat directives, while evaluating your offer the incidence of Sales Tax (GST/CST) will NOT be loaded.

20 OCTROI:-

Octroi if applicable shall be paid extra by PGVCL at consignee end, against submission of documentary evidence of payment.

21 UNLOADING:

Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by **PGVCL**.

22 STATUTORY VARIATION:-

Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to 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.

23 PAYMENT TERMS:-

Payment shall be made by PGVCL, either directly to you or to suppliers Banker for the materials supplied as per PGVCL standard payment terms and conditions i.e. 80% of Ex-Work price including 100% of F&I, Taxes & duties, **on receipt on TRC within 30 (Thirty) days on verifying required documents as per A/T conditions and balance 20% within 45 days on receipt of S.R. Note from the consignee.**

Alternatively, PGVCL may make payment through SIDBI, ICICI, Power Finance Corporation, R.E.C. or any other financial institution depending upon facility available at the relevant time.

In case of payment through SIDBI, ICICI, 80% and / or 20% of Ex-Works price including 100% of F&I, Taxes & duties, payment shall be made against TRC / RRC and S.R.Notes (in case of 20% payment).

In case of payment through SIDBI / ICICI necessary, stamp charges and interest charge shall be borne by PGVCL. Other charges, if any shall have to be borne by the supplier.

Tenderer, while quoting need specifically agree to receive payment under any of the aforesaid alternative at the option of PGVCL.

You shall invariably instruct your Bankers to accept lesser amount than IBC amount (Bank Advice amount) in case PGVCL Cheque amount differs from claimed amount / IBC amount supported with deduction memo.

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

In case of payment through Bank:
You shall have to furnish (i) Indemnity Bond for the A/T, (ii) Undertaking (iii) Power of Attorney duly registered with PGVCL for individual Bank and a request letter for discounted bills to issue Cheque in favour of your Bank A/c. M/s._____. **(All these three documents should be as per PGVCL format only and should be duly NOTARIZED).**

While extending the above facility, PGVCL in no case will be responsible for any default in repayment OR interest to the Bank by you. Your Banker should accept the payment released as per the Bill passed and audited.

PGVCL would normally accept only one mode of payment: viz. Either (1) Direct payment OR (2) Payment through Bank or Financial Institution on the strength of Power of Attorney to be executed by the supplier to that effect. Tenderer, while quoting **should specifically state any one mode of payment chosen by them.** They should indicate the name of the Bank / Financial Institution to whom the payment is to be made. Also the Indemnity bond is to be furnished by the supplier as per the prescribed format, which may be obtained from PGVCL.

24 REPEAT/ADDITIONAL ORDERS:-

PGVCL reserves the right to place repeat orders / additional orders on the successful tenderers upto 25% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract during contractual period. In special circumstances PGVCL will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

25 DELIVERY SCHEDULE OF PGVCL:-

Delivery of materials is desired as under:

a) Submission of sample/Drawing. **b)** Approval of Sample/Drawing.	Within commencing period. No separate commencement period will be given.
c) Commencement of supply after -----→ **d)** Qty. to be supplied. Month wise / Quarter wise supply after Commencement period---------→	As per the details Shown in Schedule – "A" of the relevant Tender.

Supplier is liable to get the drawings / Sample approved within the commencement period.

Supplier should indicate deviation in delivery period if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the order.

All necessary formalities are to be completed within the commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to PGVCL will be considered and in such case, no subsequent complaint will be entertained.

The delivery Schedule proposed by PGVCL is considering the full quantity of the tender. If the finalized quantity is less, then in that case the delivery period best suited as per PGVCL requirement will be given on pro-rata basis and also based on the quantity allocations done by PGVCL.

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

26 DELIVERY PERIOD:-

The Tenderers will have to **quote a firm delivery schedule on month / quarter wise basis as specified subject to the force Majeure conditions as accepted by DGS & D. Tenderer should mention their delivery period in Annexure - 5 of this tender document.** Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any other reasons will be subject to levy of penalty.

(a) OFFER FOR INSPECTION:-

(1) In order to avoid delay & possible attraction of penalty,

(2) The firm has to offer the inspection call 15 days prior to proposed date of inspection & prior to 30 days from the due date of the delivery schedule.

(3) If the above clause No.(2) is fulfill by the firm then any delay in inspection and any delay in issuance of Dispatch Instruction, said delay period will not be considered for penalty purpose.

(4) However, in case the material is offered for inspection but does not fulfill the criteria as per clause No. 2 and does not supply material as per delivery schedule, the same will be considered as delay in delivery & will be liable for penalty in terms of the contract.

No tentative date, tentative quantity for inspection should be given and if given the same will be ignored and the same will not be treated as call for inspection.

All the ordered materials should be offered for inspection strictly as per delivery schedules as mentioned in the detailed order, without linking to payments by PGVCL.

(b) In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by PGVCL subject to levy of penalty as per clause no.28 for Penalty for late delivery. In that case the penalty will be levied from the last date of delivery schedule and up to the TRC date. The delivery period will include the time required for pre-dispatch inspection of materials.

However, if the material is not kept ready for inspection after intimation of the said quantity then all consequences will be to suppliers account and PGVCL will recover the actual expenses of to & fro travelling fares plus Rs.1000/- per day per employee.

(c) In order to avoid delay in dispatch of the inspected lot materials, for which the dispatch instructions are already issued, the supplier shall arrange the transportation so as to receive the materials at respective consignees stores within 15 days from the date of dispatch instructions issued.
If materials are not received at stores within 15 days from the date of dispatch instruction issued, the special penalty charges shall be recovered at0.5% per week or part thereof, maximum up to 3% of the dispatch instructions consignment value. This will be in addition to PGVCL penalty clause of the A/T.

All the inspection results for the inspected materials carried out at the first instance will be binding to the supplier irrespective of passing the tests OR failure. If the supplier re-offers the same materials for re-inspection then it will be solely at PGVCL' discretion to accept the same or not. If the subsequent testings are to be carried out, then all the expenses of the inspector and other expenses incurred by PGVCL will be to tenderers account. This will be binding on you.

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

27 SUPPLY OF MATERIALS AT PGVCL STORES:-

The Tenderers will have to agree to supply any of the quantities at any of PGVCL Stores in Gujarat(i.e. F.O.R Destination only.)

28 PENALTY FOR LATE DELIVERY:-

In case, the materials are not delivered within the period stipulated in the order, penalty shall be @0.5% per week or part thereof on delayed portion subject to maximum 10% of the ordered value **(End cost)** in case of supply only, whereas in case of projects, the ceiling shall be with reference to total contract value of the project (supply+erection+civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond suppliers control **(Viz.Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder)** for which documentary evidence will have to be provided. **The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply only.**The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence. No request for waivel / levy of penalty will be entertained / reviewed during the execution of the 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 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 with or without statutory variations and with or without price variations.

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

However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay.

However, such extension will be subject to the following conditions shown hereunder.

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

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

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

30 REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:-

In the event of any stores or part thereof being broken or damaged or received short during transit or during the testing and trial at site before commissioning in service the suppliers shall replace the same free of cost. However, PGVCL will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.

31 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.

32 Tenderer must submit offers / bids along with requisite descriptive literature etc. **in Duplicate** (separate sets) clearly indicating as Original and Duplicate duly signed and stamped by them.

Wherever applicable, Complete Technical data of Equipment's / Materials / Apparatus, etc. must be furnished along with the tender including

(i) Dimensional Drawings,
(ii) Type Test Certificate from Govt. Recognized Laboratory
(iii) Guaranteed Particulars,
(iv) List of Testing facilities available in the works must be furnished with the tender which is a must.

Tenderer will be at full liberty to provide information and data about his products.

33 TEST CERTIFICATES:-

Test Certificate for the stores as per relevant BSS / ISS shall be submitted in Triplicate for our approval prior to dispatch of stores and should be dispatched only after the test certificates are approved. Supplier will be responsible for any expenditure that consignee might incur if the goods stand rejected on this account. Further, PGVCL will not be responsible for any delay in payment on this account.

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

34 TYPE TESTS:-

All the necessary Type tests will have to be carried out before submission of the tender and to be submitted along with the Technical Bid. The Type Tests which are more than 05 (Five) years old will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e.GTP's.) and such tenders will be rejected. All the required type tests should not be older than 5 (five) years. All the required type tests on one particular item must have been conducted in the span of one year only. If the type tests for the tendered items are not carried out before the submission of the tender, then it will at PGVCL sole discretion to accept them or NOT.

However, depending up on PGVCL requirement, if the Letter of Intent (LOI) is placed subject to submission of type tests, then in such cases all the necessary Type tests will have to be carried out by the firm within 30 (Thirty) days of the issue of LOI or at PGVCL discretion, failure to do so the LOI stands cancelled and the detailed purchase order will not be placed and no further correspondences in this matter will be entertained at any cost and will be out rightly ignored.

35 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 opening of the tender.

36 Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, to be furnished in Annexure- 6. Failure to do this will result on suppliers tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.

37 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.

38 The materials should be offered strictly confirming to ISS / BIS / Tender specifications given in the tender. If the tenderer's desires to quote **with any technical deviations** they should specifically quote the deviation & the ISS or BIS Nos. 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.

39 Please indicate whether the goods offered are first sale or second sale so as to determine the payment of sales tax.

40 ADVANCE INTIMATION TO THE CONSIGNEE:-

When R.R. is obtained and materials dispatched R.R. No. Wagon No. etc. should be intimated to the consignee in advance, preferably by phone / fax / telegram so that he may arrange to take delivery at the receiving station against indemnity bond, in case R.R. is not received. Also if the unloading requires use of crane, such Advice should also be issued by telegram, to the consignee indicating the weight, size of the

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

package, wagon No. etc. so that he may make arrangements for crane in advance. In case if PGVCL has to incure any extra expenditure for want of advance information, the same would be recovered from the suppliers.

ALL THE SUPPLIERS SHOULD INTIMATE THE CONSIGNEES WELL IN ADVANCE ABOUT THE DELIVERY OF THE MATERIALS AS PER THE "DISPATCH INSTRUCTIONS" GIVEN, SO AS TO FACILITATE FOR UNLOADING OF THE MATERIALS AT SITE.

41 TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:-

(1) Sales Tax Registration No. Date and issuing authority.

(2) Registration No. under shops and Estt. Act and issuing authority.

(3) Registration No. under Small Scale Industries / National Small Scale Industries Corporation (NSIC) or under DGTD etc. - Submit Notarized copy for the same.

(4) A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details like their relationship, if any with PGVCL employee should be furnished along with the tender.

(5) List of machinery and production capacity and Items manufactured.

(6) List of pending orders (with orders Nos. & date) and customer's name and address and orders executed so far **with other Electricity Board's/GUVNL (Formerly GEB).**

(7) Audited Accounts of last three years of the firm.

(8) Performance reports if any.

(9) The valid Notarized copy of relevant and valid BIS License copy along with all enclosures. Provisional BIS / IS Registration Certificates are NOT allowed. If the firm is certified ISO Company (Provisional Registration Certificates are NOT allowed), then all the relevant documents duly Notarized be furnished.

(10) Consent letter from their principals to manufacture such items.

(11) All the testing equipment MUST have been calibrated up to date. The details for the same may be submitted.

42 Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

43 Tenderers should indicate the name of their partners of their manufacturing firm.

44 Please give suitable declarations as under:
I / We declare that we are manufacturer for all the tendered items.

45 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.

46 GUARANTEE:-

If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 / 24 / 36 / 48 / 60 / 66 months of their receipt at site or 12 / 18 / 24 / 36 / 48 / 60 months from the date of commissioning of equipments whichever is earlier. You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.

Signature of Tenderer:		
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47 PERFORMANCE GUARANTEE (PG):-(To Cover Warranty/Guarantee Period)

The performance Guarantees are applicable as shown in the following table:-

Sr.No.	Items	Performance Guarantee Amount for Small, Cottage & Tiny Industrial Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO /NSIC/DGS&D registration certificates for tendered item	Performance Guarantee Amount Applicable for the units other than mentioned in column no.3 of this table
1	2	3	4
1	Distribution Transformers (All types)	3% (Three) of the contract value in the form of Bank Guarantee to cover the warranty period.	5% (Five) of the contract value in the form of Bank Guarantee to cover the warranty period.
2	Meters of all types	3% (Three) of the contract value in the form of Bank Guarantee to cover the warranty period.	5% (Five) of the contract value in the form of Bank Guarantee to cover the warranty period.
3	Conductors, Cables, Insulators, Steel Items	3% (Three) of the contract value in the form of Bank Guarantee to cover the warranty period.	5% (Five) of the contract value in the form of Bank Guarantee to cover the warranty period.
4	SMC Meter Box , Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates,	2% (Two) of the contract value in the form of Bank Guarantee to cover the warranty period.	2% (Two) of the contract value in the form of Bank Guarantee to cover the warranty period.
5	Kit-Kat fuses, L.T. Distribution boxes, Transformer Oil, Line Hardwares, and PVC Pipe.	3% (Three) of the contract value in the form of Bank Guarantee to cover the warranty period	5% (Five) of the contract value in the form of Bank Guarantee to cover the warranty period.
6	Transmission items (other than mentioned above) including Switchgears, Circuit Breakers, CTPT, Isolators, Power Transformers, CVT, C & R Panels, PLCC and Communication items, Battery Sets & Chargers etc.	6% (Six) of the contract value in the form of Bank Guarantee to cover the warranty period.	10% (Ten) of the contract value in the form of Bank Guarantee to cover the warranty period.
7	Other items		

Note:-

1. **Mode of payment of Performance Guarantee amount:-**
   For all the cases the Performance Guarantee amount will have to be paid in the form of Bank Guarantees from scheduled/ Nationalized Banks only.

Signature of Tenderer:		
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2.(For Gujarat State bidders of above table column no.3:-

It is mandatory for the bidders of Gujarat state to submit notarized copy of both (I) Certificate / Acknowledgement for PART-II of Entrepreneur Memorandum of micro, tiny, small entrepreneurs of Gujarat State and (II) CSPO/NSIC/DGS&D certificate and both certificates indicating the manufactured item/items offered in tender.

The entitle bidders as mentioned above of Gujarat state have to submit the required valid documents to avail the benefit of payment of Performance Guarantee amount as per above table column no.3, otherwise bidder have to pay the Performance Guarantee amount as per above table column no.4)

The Performance Guarantee towards warranty for the tendered items wherever applicable as above shall be furnished in the form of **by Bank Guarantee from**, **Nationalized Banks and Private Banks authorized to take Government Business viz. IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank only** by the successful Tenderer for satisfactory performance of the materials, which should be valid for specified months in schedule- A of this Tender from the date of commissioning **OR** specified months in schedule- A of this Tender months from the last date of delivery of supply whichever is earlier.
The supplier has to give Bank Guarantee with validity period of additional 01 (one) month i.e. more than actual Guarantee / Warranty period of 12/18/24/36/48/60/66 months (depending upon product) to safeguard PGVCL's interest in case of any eventuality happening on the last day of the Guarantee / Warranty period after office hours of the bank or Bank Holidays.
The PG submitted should be for the full period i.e. 13/19/25/37/49/61/67 Months OR whatever applicable as per Technical Specifications and **should have a clear one time validity for the full period. PG for an interim period will not be allowed.** However, in case of expiry of PG before the said period the same should be got extended / renewed till the completion of said period by the Tenderer **at least one month before the expiry of the validity (i.e. without waiting for PGVCL's intimation seeking extension) failing which PGVCL will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.**

"NO STAGEWISE BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE"

48 APPROVAL:-

The goods shall be subject to the approval of the concerned consignee after receipt of the stores at site.

49 **PGVCL would prefer the offers from manufacturers directly**. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered.

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 else where, then PGVCL reserves right to reject the offer outrightly.

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

Signature of Tenderer:		
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50 OTHER CONDITION OF SUPPLY:-

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

51 Although the materials have to be supplied as per ISS and or as per the tender specifications, PGVCL will take random samples from the materials supplied and subject them to tests according to ISS in approved laboratories. The materials should stand these and if the materials do not stand these tests, they will be summarily rejected and the supplier should make immediate arrangement to replace them (i.e. available materials at stores) with standard materials and after getting them duly inspected.

52 PGVCL also reserves the right to accept the whole or part of such supplies or of the utilized materials and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be **maximum upto 30% (Thirty) of the End Cost Price**, provided PGVCL accepts the materials. **In this respect the decision of PGVCL will be final and will be binding on the supplier.**

53 If in any company, the interest of any employee of the PGVCL. or his relative as defined in Section VI of the Company's Act. 1956, 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.

54 The materials offered for inspection shall be in duly packed condition ready for putting the embossing of the seal by the inspector on the lead seal which is provided on the packing by the supplier by passing a sealed wire through it, as per our approved method.
The Inspector will inspect only a few packages and select samples at random for testing or testings as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.

55 AUDIT INSPECTION:-

From the lots inspected by the User Department Inspector, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's of PGVCL or other stores of PGVCL at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by PGVCL at Government approved laboratory in presence of representatives of supplier and PGVCL as per relevant ISS/BIS/ PGVCL specifications.

The test results will be binding on the suppliers and PGVCL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible

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

due to consumption of the materials then in that case for whole of the rejected lot, PGVCL will deduct **maximum upto 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then PGVCL may ask for replacement at sole discretion of PGVCL or** may accept with **maximum deduction up to 30% (Thirty) of the End Cost Price,** and all these will be binding on the supplier.

In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by PGVCL for testing and if subsequent testings are to be carried out (which will solely at PGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by PGVCL will be to supplier's account. The decision in this regard for acceptance as above of PGVCL shall be final and this will be binding on the supplier.

56 INSPECTION:-

All supplies are to be offered to the inspection and approval of PGVCL. PGVCL will depute an officer or authorize D G S&D, OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of PGVCL.
At least 30 days notice should be given prior to the dispatch of the stores in case of plants and equipment's and 15 days notice in case of general stores, in order to enable PGVCL to detail on inspection.
PGVCL also reserves the right to waive the inspection before dispatch and authorize the consignee to carry out the final inspection on receipt of the stores at site.

57 TERMINATION OF CONTRACT:-

In case, the supplier fails to deliver the stores / materials / equipments or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, 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.

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."

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

58 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 MD 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.

59 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.

60 Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.

61 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 PGVCL will consider only ONE lowest offer for allocation of quantity.

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.

62 The Tenderer if being an agent, who submits its offer to PGVCL, will have to give information and declare the name of the principle from which he will procure the materials and supply to PGVCL along with company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer if found suitable shall be taken in consideration.

63 Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by PGVCL Representative prior to dispatch of materials for PGVCL approval.

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

Also in case PGVCL finds that there is an attempt of cartel in the prices, PGVCL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

65 PGVCL reserves the right to increase or decrease the quantity against each item/s while placing the order.

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

66 QUANTITY TOLERANCE:-

(When the Order placed is in terms of Weight basis/Length basis).
The quantity tolerance shall be allowed ± 3% order-wise for total order quantity for each item except cables.

The weighment recorded at our consignee shall be considered final for purpose of payment. However where the weighbridge facility are not available and / or weigh bridge is out of order or under capacity, material will be accepted on sectional weight basis / weight recorded at any other nearby weighbridge. If the materials are accepted on sectional weight basis and for weighment difference, the tolerance will be allowed as per provisions of IS: 1852 for weight tolerance.

67 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 – 10 of this tender document.

68 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.

69 Covers of EMD and Technical Bids must be narrated with bidder's name and address. Otherwise the tender covers without the name and address will not be opened which may please be noted.

70 THE TENDER SHOULD BE SENT BY R.P.A.D. OR BY SPEED POST ONLY AND ADDRESSED TO THE CHIEF ENGINEER (MAT), PASCHIM GUJARAT VIJ COMPANY LTD, Regd.& Corporate Office, Nana Mava main road, Laxminagar, Rajkot-360004. (NO COURIER SERVICE WILL BE ALLOWED). HAND DELIVERY OF TENDERS NOT ALLOWED.

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 RECEPIT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.

71 All the suppliers / manufacturers should possess high quality ISO 9001 / ISO 9002 Certificate within 2 years. Other things being equal the company possessing the ISO 9001 / ISO 9002 license will be given preference if other requirements match.

72 The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page / papers of the tender documents.

73 The samples if any as indicated in Schedule "A" of the tender, must be submitted **within due date and time of physical documents submission to following address only:**

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

The Deputy Engineer, Regional Store Office, PGVCL, Dudhsagar Road, Rajkot.

The sample of the successful bidder (i.e. on whom the order will be released) will be kept upto the last supply of material.

74 All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by PGVCL, are to be borne by you as per the Govt. Of India's latest guidelines.

75 Tenderer should invariably fill up all the details of all the Annexure including the prices in **on line Annexure of this tender.** 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 in each copies submitted with physical documents.

76 EMBOSSING OR ENGRAVING:-

The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of PGVCL" along with the purchase order number on the items such as Insulators, Hardware accessories, Lighting Arrestors, Transformers, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, M.S.Beams and other items as required by PGVCL. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.

77 If the Tenderer fails to pay the Security Deposit 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.

78 MINIMUM TENDERING QUANTITY:-

The Tenderer must have to offer for minimum quantity as under for all their offered / quoted tendered items and also have to accept PGVCL delivery conditions given in the tender.

1. In respect of tender items like Distribution Transformers, Single Phase and Three Phase Metal Meter Boxes (MMB's), Conductors, Cables and LT Distribution Boxes, the minimum tendering quantity to be quoted shall be 15% of the quoted item of the tender.

2. For all other items, minimum tendering quantity to be quoted shall be 25% of the quoted item of the tender.

Also for both the above two cases, if the tenderer quotes for less than the minimum tendering quantity for each quoting item as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender then the offer will not be considered for evaluations and offer will be ignored outrightly without any communication in the matter and any further requests after opening of the tender will also be ignored. This should be taken care of.

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

79 **The following List of Annexure and Documents (available in this tender document) should be invariably submitted alongwith with the tender:**

1) Schedule–"A" **Indicating the Description of Items & procurement quantities for the tender.**
2) Schedule–"B" **Price Bid to be submitted on line only. No Separate Price Bid cover is required to be submitted with physical documents.**
3) Technical Specifications with Guaranteed Technical Particulars.
4) Form of Bankers undertaking Performa for E.M.D and S.D.
5) Annexure – 1 TO 15
6) Certificate – "A".
7) Document of Important Instructions.

All the above documents should be duly filled in, signed & stamped with company's seal should be submitted along with the Technical Bids and Schedule-"B" to be kept in the Price bid cover.

80 **Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 of this tender document), then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.**

81 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.

82 All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.

83 **The firm whose supply against the previous order is pending as on the date of opening of the Tender even after completion of their contractual delivery period, such firm will not be eligible for evaluation purpose unless convincing and sufficient reasons satisfactory to M/s PGVCL are furnished by the bidder.**

84 **APPLICABLE TO TRANSFORMER TENDERS ONLY:-**

The supplier's shall have to return guarantee failed Transformers duly repaired and tested as per approved GTP and tender specifications within 30 days from the date of receipt at repair shop without any cost, failing which the bank guarantee submitted by them shall be enchased without any Notice and all business will be stopped with said supplier at least for a period of 3 years.

85 **Guidelines for placing Vendors / Contractors for Purchase / Works in stop deal / banned for business dealing / black listing:-**

85.1 **The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under:-**

A Firm will be placed in a Stop deal / banned for business dealing, if the Firm –

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

85.1.1 Has submitted fake, false or forged documents/certificates,

85.1.2 Has revised/withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,

85.1.3 Has tampered with the stipulated tendering procedure.

85.1.4 Has refused to accept Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,

85.1.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract,

85.1.6 Has failed to provide suitable expertise for the work as per prescheduled programme.

85.1.7 Has failed to submit all the necessary test reports / documents within time schedule / as per company's time limit as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.

85.1.8 Has indulged in construction and erection of defective works.

85.1.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame as specified by the company.

85.1.10 Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has unauthorisely disposed of materials / documents/ drawings/ tools or plants or equipment supplied by the Company,

85.1.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,

85.1.12 Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.

85.1.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.

85.1.14 Has parted with, leaked or provided confidential/ proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,

85.1.15 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and

85.1.16 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing / black listing.

85.2 <u>Effect of putting a firm for Stop dealing / Banned for business dealing:-</u>

85.2.1 The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist. All the firms / Company where such proprietor / partners / directors involve or participating as

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

proprietor / partners / directors, such firms / Company shall also be considered for stop deal / banned for business dealing / black list.

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

85.2.2.1 No enquiry shall be issued to a firm.

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

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

85.2.3.1 Before opening Technical bids, the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.

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

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

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

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

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

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

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

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

85.3 Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies

86 **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 MANDATORYAND ANY DEVIATIONWILLBE FOUND IN THE OFFER, THE TENDERS / OFFERES WILL BE OUTRIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED**.

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

[B]Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vender Registration, Technical and commercial documents etc.) of bidder, offer of the same shall be liable for rejection at the discretion of PGVCL.

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 by both forms viz. on – line (e – tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

87 Purchase Agreement:-

It is mandatory to execute an AGREEMENT (on Non-judicial stamp paper of Rs.100/- duly Notarized) between Company i.e. PGVCL & successful bidders in the form attached hereto.
"The Supplier will bear the cost of the Stamp Paper"

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

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO._____

APPENDIX – I

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

Messer's WHEREAS_____(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_____ of _____ (Supply/Erection/Supply & Erection Work) (Name of the material/equipment/Work) for_____Paschim Gujarat Vij Company Ltd. 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 **4 (FOUR)** months beyond initial validity of Tender's offer) is required to **be submitted by the tenderer alongwith the tender.**

We,_____
(Name of the Bank and address of the Branch giving the Bank Guarantee)

having our registered office at _____(Address of Bank's registered office) hereby give this Bank Guarantee No._____ dated _____ and hereby agree unequivocally and Unconditionally to pay 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 not exceeding Rs._____(Amount of E.M.D.), (Rupees_____ _____(In words) to the said Paschim Gujarat Vij Co.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 Co.Ltd. 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 Bank) and shall not be terminable by notice or by Guarantee) 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.

NOT WITH STANDING anything contained hereinbefore our liability under this guarantee is restricted to Rs._____ (Amt. of E.M.D.) (Rupees _____ _____) (In words). Our Guarantee shall remain in force till_____(Date of validity of the Guarantee).

Place:-
Date:-

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

SIGNATURE OF THE BANK'S AUTHORISED SIGNATORY WITH OFFICIAL SEAL

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

ON STAMP PAPER OF RS.100/-

FORM OF BANKER'S UNDERTAKING
[For Performance Guarantee (PG) as per clause no 12 & 47 of commercial terms and condition]

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 upto and not exceeding Rs._____ (in words) Rupees_____ _____ to the said **Paschim Gujarat Vij Co.Ltd** on behalf of M/s._____ _____who have entered into a contract for the supply/works specified below:

P.O. A/T No._____dated_____.

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

"NOTWITHSTANDING" anything 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 AUTHORISED SIGNATORY WITH OFFICIAL ROUND SEAL

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

(on Non-judicial stamp paper of Rs.100/- duly Notarized)

A G R E E M E N T

THIS AGREEMENT made on this ……. day of …… Two thousand …….

BETWEEN

…….…… (Name of the Company), having Registered Office at ……. and represented by ……. (Name and designation of the Authorized Officer (herein after called **"The Supplier"**, which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the **ONE PART.**

AND

…….…… (Name of the Company), having Registered Office at ……. and represented by ……. (Name and designation of the Authorized Officer (here in after called **"The Purchaser / purchaser Company"**, which expression where the context so requires or admits shall include his administrators, executors, authorised person, assignees and legal representatives) of the **OTHER PART.**

WHEREAS, the Supplier willingly submitted bids for the Tender No…….of the Purchaser company for supply of …….. ***[Name of the material / items to be supplied by the Supplier]*** as specified and as per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Acceptance (LOA) issued vide No…….dtd……. by the Purchaser company at the accepted respective prices or rates mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply for the total sum of Rs. _____ (Rupees _____ only) *including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.
AND WHEREAS, a list is made out in the "**SCHEDULE"** hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the expression **"the Supply"** wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED THAT:-

(1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. …… dtd. ……. as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. …… dtd. ……. which will hold good & valid during the period of this Agreement.

(2) The supplier shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.

(3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.

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

(4) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs. ……. (Rupees ……..only) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.

(5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.

(6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving **ONE MONTH'S NOTICE IN WRITING** without compensating the Supplier.

(7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.

(8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.

(9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.

(10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.

(11) The following is the Schedule forming part of this agreement as provided herein above:

SCHEDULE

List of documents:

1.
2.
3.
4.
5.
6.
7.

In witness whereof the parties hereto have set their hands and seals this day, month and year first above written.

Place:
Date:

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

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & official seal / stamp)

For and on behalf of M/s. _____ (Supplier)
(Complete Name, Address of the authorised person of the Supplier with Authority letter or Board's Resolution in case of company)

In the presence of Name, full Address & Signatures:

i) _____
_____

ii) _____
_____

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal / Stamp)

For and on behalf of _____ ***(Purchaser)***,
(Complete Name, Designation & Location / Address of the authorised officer as per DOP of the Purchaser Company)

In the presence of Name, Full Address & Signature:

i) _____
_____

ii) _____
_____

Note:-

1. All successful Bidders will have to sign a Contract Agreement in above prescribed format, on Non-judicial stamp paper of Rs.100/- duly Notarized - .

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

a) If the Authorized Representative is from a Partnership Firm, then a certified copy of the Registered Partnership Deed must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;
b) 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 firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
c) If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.

3. The Security Deposit, if any, is duly paid as stipulated in the Agreement and that meets with the Condition stipulated in the Tender;

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

ANNEXURE – 1

Subject:- Supply of _____

Reference:- Tender enquiry No.PGVCL/
Due on date:-____ / ___ /_____ .

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

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.

2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations as per clause no.38 of this tender document).

3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 of this tender document), our offer shall be outrightly rejected without assigning any reason thereof.

Seal of the Firm :

Signature of the Authorized Representatives of the firm :

Date :

Name :

Status :

Name of the Tendering Firm / Agency :

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

ANNEXURE – 2

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

Sr. No.	Details	Confirmation (Tick √ any one)
1	Firm's details as per "Annexure –3"	YES / NO
2	Copy of the un-priced schedule (Description and quantity of items offered in price schedule without price). "Annexure - 4".	YES / NO
3	Delivery schedule as per "Annexure- 5"	YES / NO
4	Past experience details as per "Annexure-6"	YES / NO
5	Performance certificates as per "Annexure-7"	YES / NO
6	Type test reports as per "Annexure-8"	YES / NO
7	Certificate of Important Instruction & certificate-A	YES / NO
8	PGVCL technical specification duly signed and with seal of firm.	YES / NO
9	Guaranteed Technical particulars submitted in PGVCL Performa only.	YES / NO
10	ANNEXURE - 10	YES / NO
11	ANNEXURE - 11	YES / NO
12	ANNEXURE - 13	YES / NO
13	ANNEXURE - 14	YES / NO

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

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

ANNEXURE – 3

DETAILS OF THE FIRM

Tenderer may MANDATORILY fill all the details in this form.

(These details are necessary to create the database of suppliers)

Supplier Name	
Within Gujarat / Outside Gujarat	
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking	(Indicate the relevant status)
Supplier Category	Manufacturer/Trader
Vendor Registration Letter No. & Date (If registered and Letter issued by GUVNL(Formerly GEB)	
Vendor Registration Fee	Paid / Not Paid (Tick any one, for New Entrants)
Vendor Registration Date	
Vendor Registration Validity Period	From Date_____ to Date_____
GST No. and GST Date	
CST No. and CST Date	
Excise No. and Excise Date	
SSI Certificate No. and Date	
NSIC Certificate No. (Should be revalidated since last 3 yrs.)	
NSIC Certificate Date.	
Whether under NSIC scheme. If Yes then Monetary limit.	Rs.
Custom No. and Date (If applicable)	
License Type (ISO9001/9002)	ISO 9001 / ISO 9002 (Tick Applicable)
License Validity Period	From Date_____ to Date_____

Address of	Registered Office	Factory Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone Nos.(Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			

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

ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

Sr. No.	Details of the Items / Equipments Offered	Quantity Offered	Firm's Per Annum Production Capacity for the offered item / items.

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

ANNEXURE - 5

DELIVERY SCHEDULE:-

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

Approval of drawing / prototype sample, if applicable is to be completed in commencement period only (as indicated by PGVCL in the tender.)

Sr. No.	Details of the Items / Equipments Offered	Tenderers Commencement Period after receipt of order.	Tenderer's Delivery Schedule after Commencement period.

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

ANNEXURE- 6

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

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

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

ANNEXURE – 7

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

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

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

ANNEXURE- 8

LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID.

Sr. No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item / Equipment	Name of the test Conducted	Results Of the Tests.

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

ANNEXURE – 9

LIST OF THE TENDER DRAWINGS SUBMITTED WITH THE TECHNICAL BID.

Sr. No.	Description	Drawing Number	Number of Sheets
1	2	3	4

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

ANNEXURE – 10

Vendor must fill up below details

1	***PRICES: [FIRM ONLY]*** (Please Specify YES / NO.)	
2	***EXCISE DUTY: [SINGLE SLAB ONLY]*** (Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED)	_____%
3	***SALES TAX: [IN PERCENTAGE]:*** (Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED) *Please quote your Sales Tax Registration No. & Date.*	_____%
4	***PENALTY TERMS AGREED*:** (Please Specify YES / NO.)	
5	***PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS AGREED*:** (Clause no.12)(Please Specify YES / NO.)	
6	***PERFORMANCE GUARANTEE TO COVER WARRANTY PERIOD TERMS AGREED*:*(Wherever applicable):*** (Clause no.47)(Please Specify YES / NO.)	
7	***DELIVERY TERMS AGREED*:** (Please Specify YES / NO.)	
8	***VALIDITY OF THE OFFER AGREED*:** (Please Specify YES / NO.)	
9	***PAYMENT TERMS AGREED*:** (Please Specify YES / NO.)	
10	***ITEMS OFFERED With Quantity*:**	
11	***TELEPHONE NOS. & FAX NO*:**	
12	***Authorized person of the firm*:**	
13	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	
14	***If Vendor Registration is Done*:** (Please submit copy of Vendor Registration approval letter in the EMD cover).	

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

ANNEXURE – 11

Vendors must furnish the below details along with technical Bid.

I. The financial turn over for the last three years.

II. Supply of materials in quantity for the last three years.

III. ***Supply of materials in quantity to PGVCL/ MGVCL/ DGVCL/ UGVCL/ GUVNL for the last three years***.

IV. The yearly capacity to manufacture the materials in quantity.

V. Quantity offered against the tender [minimum 15% / 25%]

VI. The order on hand in quantity with delivery schedule.

……

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

ANNEXURE – 12

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

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

ANNEXURE – 13

(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 excise duty** for the above tendered Item/s (with similar *specifications* of the above tender of PGVCL) to the other subsidiary company of GUVNL.	Confirmed / Not confirmed
[B] If not confirmed at [A] above, please fill up the following. The **unit ex-works price with excise duty** 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: Sr. No. | Name of tender Item | Name of buyer | unit ex-works price *with* excise duty | Base date for PV purpose # # up to 25 nos of Rows	
[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 excise duty 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 excise duty 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 excise duty considering Price Variation.**	Accepted/ Not accepted
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-13 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:		
Date:	Place:	Company's Round Seal:

ANNEXURE – 14

(UNDERTAKING IN REGARD TO STOP DEAL/ BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF)

Sub:-Undertaking In regard to Stop Deal / Banned for Business dealing / /Black List Thereof

Ref:- Tender No: PGVCL/RJT/PROC/_____

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_____

hereby 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. GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

Seal of the Firm Signature of the Tenderer

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

ANNEXURE – 15

Vendors must furnish the Banker's/Bankdetails along with technical Bid.
(This is Mandatory)

1	Name of Banker/Bank:-	
2	Full address of Banker/Bank with PIN Code:-	PIN Code
3	Fax No. Of Banker/Bank:-	
4	Phone No. of Banker/Bank:-	
5	E-Mail Address of Banker/Bank:-	

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

Tender for Supply of _____

Tender No: PGVCL/
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**

Place: **With Designation.**

Date:

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

PASCHIM GUJARAT VIJ COMPANAY LTD.

Regd.& Corporate Office: Nana mava main road, Laxminagar, Rajkot-360004

Tender No**: PGVCL/**

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 (except the deviations shown in Annexure of Technical Deviations as per clause no.38 of this tender document) 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, including Type Test certificate.

4. The conditional tenders will not be accepted.

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

FORMAT FOR VENDOR REGISTRATION

1 a) Name of the firm

b) Year of Establishment.

c) The date of commencement of commercial production.

d) PAN / TAN No. (Attach certified copy).

2 Address of the factory/works from where material will be supplied

a) Full Address:

b) Telephone No.

c) Fax No.

d) e - mail ID.

3 Address of the registered office.

a) Full Address:

b) Telephone No.

c) Fax No.

d) e-.mail ID.

4 Whether Proprietary or Partnership or Pvt. Ltd., or Public Ltd.(Copy of Income Tax Returns for 3 years in case of Proprietary Firm, Partnership Deed in case of Partnership Firm and Memorandum and Article of Association in case of Company)

5 Name of the Proprietor / Partners / Directors.

6 A) List of items / materials to be registered for supply with rating / description The relevant IS number shall be mentioned.

B) Details of registration non refundable fees of Rs._____ vide Cheque / D.D. No. _____ dated _____ issuing Bank _____. (Attach a copy of Money Receipt issued by the Company)

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

7 Whether the factory is owned by the firm (documentary evidence of ownership must be produced). In case firm does not own factory but utilize the facility for manufacturing / fabrication of equipments / stores for which firm has applied on live & license or other basis, the Firm should furnish valid legal agreement that factory of (here indicate the name of the firm whose factory is being utilized) has been put at the firms disposal for the equipments / stores for which the firms have applied.

8 Name and Full Address of the Bankers and Account No. along with details of credit facilities sanctioned.

a) Total investment excluding Loan Capital (Pl. attach Certified true copy of the last 3 year balance sheets)

b) Total turnover for last three years.

c) Copies of Income Tax Return for last 3 years

9 Loan Capital with Bank Limit

10 Copy of latest Income Tax Clearance certificate

11 Product Manufactured with complete description

12 Area of land occupied by the factory.

13 Built up area of the factory.

14 No. of Working shifts in the factory.

15 Factory License No. (Notarized copy)

16 Small Scale Industries / NSIC Certificate No.(Notarized copy)

17 Value of Plant and Machinery certified by SSI in case of SSI units, alongwith the date of assessment of said value.

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

18 If registered under the Companies' Act or any other Act, give registration No. and date of Registration etc. along with copy of registration certificate.

19 Whether the product manufactured carry ISI mark (Pl .specify YES/NO)

20 Whether registered with other Power Utilities DGS&D, Other Govt. and Semi-Govt.. Deptt. and validity thereof. (attach a copy such registration certificate)

21 Details of machinery installed with their capacities.

22 Details of testing equipment with their capacities and details of Calibration.

23 a) Qualified personnel working in the factory/ Office, their academic qualification and Experience.

Particulars	Name	Qualification Experience
a) Managerial		
b) Production/Work Staff		
c) Quality Control Staff		

b) Other Personnel working in the factory and their experience.

a) Skilled

b) Unskilled

c) Other.

24 a) Is testing record maintained and if so, since when

b) Type tests as per Standards (This is must for registration)

25 Method adopted for Quality Control

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

26 Is the person in charge for Quality control independent of production control?

27 Distinguished marks or method employed to identify, materials, if any.

28 Source of supply of Raw materials(with address)

29 a) Production Capacity per annum (quantity)

b) Maximum production per annum (in qty. as well as value) achieved so far.

30 a) Details of order executed indicating quantity, value, Purchaser's Name, order no. and date, quantity supplied till actual completion Date, self certified statement to be attached.

b) Please confirm whether your firm is under stop deal/blacklisted by any power utility or offices, Submit details. This is must (Affidavit by director required)

31 Estimate of stocks of raw material held and the estimated Production on single shift basis from the stock so available.

32 Result of sample testing.

33 List of items holding ISO 9001 Certificate.

34 Remarks.

Firm's Round Seal

Date:-

Place:-

Signature of the Authorized Person/Representatives of the firm with Designation

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

List of Documents to be attached with Vendor Registration Forms:-

Following Original or notarized documents in Gujarati, Hindi or in English language, whichever applicable are to be attached in triplicate

i. Partnership Deed or Memorandum of Article of Association

ii. Audited Balance Sheet of last 3 years

iii. Factory License

iv. Registration Certificate

v. ISI / BIS / International Licenses.

vi. List of Machineries

vii. List of testing equipments

viii. List of Orders executed along with details of highest single value order give the name of purchaser, order No. & date of supplies.

ix. ISO 9001 Certificates

x. PAN No.

xi. Telephone and Electricity Bill (Zerox Copy)

xii. Type test report for each rating/size of items to be registered not older than 5 Years.

xiii. Approved plan of factory & site sketch of factory.

xiv. If premises are on lease base / rental base, registered documents are required.

xv. Name and address of all the Partners / Directors.

xvi. The complete details of Partners / Directors involved in other company.

xvii. Declaration from the prospective vendors that, none of the partners or Directors is either a partner or on the Board of an entity, which is in default to GUVNL or any of its subsidiaries.

……

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