

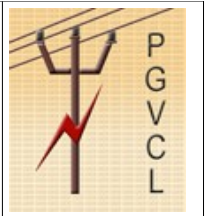
PASCHIM GUJARAT VIJ COMPANY LIMITED

CIRCLE OFFICE, MORBI

"Shanti Bhuvan" New Palace Compound, L.E. College Road, Morbi-2.

PHONE :- (02822)243401, 242290-242293, FAX: 02822-243391

Email : semrb.pgvcl@gebmail.com



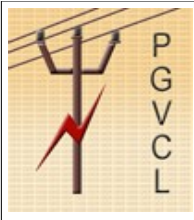
TENDER NOTICE NO. MRC-15 (2016-17)

Schedule – B

Terms & Conditions

1. Subject to Morbi Jurisdiction
2. The printers/scanners have to deliver at your cost and risk at PGVCL, Circle Office, Morbi & successful bidder has to install & commission the printers at location given in the specification & as per the instruction of Junior Programmer, PGVCL, Circle Office, Morbi **within 15 days** after delivery of material.
3. During warranty / guarantee period, services will be provided at installed location at your risk and cost.
4. Bidder should invariably submit photocopy of sales tax registration certificate. The tenders without sales tax registration certificate will be rejected outrightly.
5. The supplier should submit all catalogue of the printers mentioned above with (technical specification) being supplied with the technical bid for necessary scrutiny at out end.
6. Offers are invited from TIN holder vendors only.
7. You have to Supply the Printer of make as mentioned in the “**Schedule-A**” & in the **Specification** should be offered against each type of printer and 100% quantity should be offered otherwise your offer will be outrightly rejected.
8. Printer is required as per specification & as per Schedule-A. (Mentioned in a separate file.)
9. **Your offer must be sent through RPAD / speed post only**
10. Late offer will not be considered.
11. If any dispute arises, decision from “Superintending Engineer - Morbi” is final
12. Quote rates F.O.R Morbi.
13. Delivery of the material will be required **with 30 Days** from the date of receipt of order at PGVCL, Circle Office, Morbi & same is to be install at location given in the specification & as per the instruction of Engineer in charge **within 15 days** after receipt of material at Circle. The time limit being essence of order must be strictly adhered to.

Superintending Engineer,
PGVCL, Circle Office, Morbi



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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 Tender Notice. This is mandatory.

- 2 **PRICE EVALUATION:-**

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis. The evaluation is to be carry out on End Cost as per the Schedule - A. Net unit end cost after buy back. 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.

- 3 The estimated cost of tender items is notified in the tender notice. Tenderer has to pay EMD as mentioned in the Tender Notice
- 4 **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 Morbi.

The envelope shall be addressed to the Superintending Engineer, Circle office, Morbi of PGVCL, and PGVCL will not be responsible for the transit loss or misplacement.

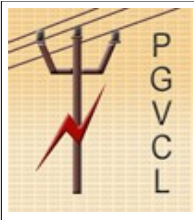
Alternatively, the tenderers can pay the tender fee in CASH, PGVCL, Circle Office, Morbi - Cash counter and enclosed the original Money receipt in the EMD Cover.

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.

- 5 **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),

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 outrightly. **NO LATE TENDER / DELAYED TENDER SHALL BE CONSIDERED.**



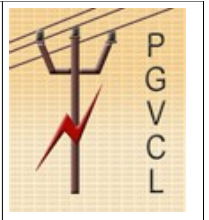
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6 PRICES:-

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the offices of PGVCL Circle Office Morbi). However, the Tenderer should indicate in the Schedule - "A" i.e. Price Bid only, the break-up of Unit F.O.R. Destination Prices. 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 - "A" 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,

2) Where the Trader quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price,

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 outrightly.

7 SALES TAX:-

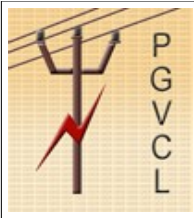
The prices should be quoted Exclusive of Sales Tax i.e. Without GST or CST. The amount / percentage of Sales Tax (GST or CST) should clearly be indicated separately. The Stores are required for consumption in Generation, Transmission and Distribution of electrical energy and as such, Gujarat State sales 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 Gujarat State.

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

8 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.



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9 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.

10 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.

11 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.

12 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.

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

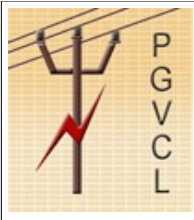
14 GUARANTEE:-

If the goods, equipment 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.

15 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.

16 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.



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17 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.

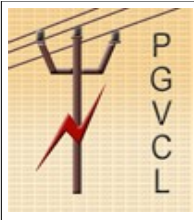
Further, "PGVCL reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses,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

18 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.

19 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. Morbi.



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- 20 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.
- 21 PGVCL reserves the right to increase or decrease the quantity against each item/s while placing the order.
- 22 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.
- 23 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.
- 24 **THE TENDER SHOULD BE SENT BY R.P.A.D. OR BY SPEED POST ONLY AND ADDRESSED TO THE SUPERINTENDING ENGINEER, PASCHIM GUJARAT VIJ COMPANY LTD, Circle Office, "Shanti Bhuvan", New Palace Compound, Morbi-363642. (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 RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.
- 25 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.
- 26 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.
- 27 Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.
- 28 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.