

**TENDER NO. PGVCL/PROC/PPP/Steel Item/1013****PASCHIM GUJARAT VIJ COMPANY LIMITED**

REGD. &amp; 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

**TENDER NOTICE**

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

All the bidders, in respect of tender item must have valid vendor registration with the GUVNL or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCVL / UGVCL / PGCVL prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened. For more details of requirement of vendor registration certificate, refer clause no.2 of commercial terms and conditions of the tender.

Sr. No.	Description			
1	Tender No.:	PGVCL/PROC/PPP/Steel Item/1013		
2	Tender Item & Quantity	Item	Quantity in MT	
		MS Angle 50X50X6 mm	7448	
		MS Angle 65X65X6 mm	20354	
		MS Channel 100X50X5 mm	1119	
		MS Flat 50X6 mm	4679	
3	Tender Fee in Rs. ( non-refundable)	Rs. 10,000 + 18 % GST = 11,800/- (Rs. Eleven Thousand Eight Hundred Only)		
		Item	for MSME units	for Non-MSME units
4	Earnest Money Deposit amount in Rs. (For more details refer clause no.7 of this document & clause no.10 of tender commercial terms and conditions)	MS Angle 50X50X6 mm	4,25,000/-	11,00,000/-
		MS Angle 65X65X6 mm	4,75,000/-	15,00,000/-
		MS Channel 100X50X5 mm	2,00,000/-	3,00,000/-
		MS Flat 50X6 mm	4,00,000/-	7,00,000/-
		MS Roundbar 16mm	4,00,000/-	7,00,000/-

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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5	Online Preliminary, Technical & Price bid i.e. On line ( e-tendering ) / offer submission last date (This is mandatory)	31/12/2021 up to 18:00 Hrs.
6	Relevant Documents Physically (By Registered Post A.D. or Speed Post only) submission last Date (This is mandatory )	07/01/2022 up to 18:00 Hrs.
7	Date of opening of Tender fee & EMD cover documents physical as well as on line	10/01/2022 up to 11:00 Hrs.
8	Date of opening of Technical Bid physical as well as on - line	11/01/2022 up to 11:00 Hrs.
9	Date of On line Opening of Price Bid (Tentative, if possible)	21/01/2022 up to 11:00 Hrs.

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

### IMPORTANT:

- (1) As per the notice of the invitation of tender (newspaper advertisement), the tender is invited by e-tendering (on - line) mode, for which following conditions are mandatory and any deviation will be found in that case, the tenders / offer will be out rightly rejected and no any further communication in the matter will be entertained.
- (2) All the relevant documents as mentioned in clause no.7 & 10 of commercial terms and condition of the Tender is to be submitted physically in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.
- (3) Required documents as mentioned in clause no. 39 of commercial terms and condition / as mentioned in annexure-11 of online tender should be uploaded in technical stage of online bid. In case of non-attachment of mandatory document or attachment of wrong document, bid may be rejected at discretion of PGVCL.
- (4) Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vender Registration, Technical and commercial documents etc.) of bidder, offer of the same shall be liable for rejection at the discretion of PGVCL.

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

Remarks for Price Bid: -

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

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

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

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

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

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

i/c Chief Engineer (Material)  
PGVCL, Rajkot

Download Tender Documents in (PDF Format) which consists of:

- Part - I : Schedule "A" indicating the quantities & items.
- Part-II : Commercial Terms & Conditions
- Part - III: Technical Specifications, GTP& drawing if any.

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

**NOTE:**

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

(n) Procure Cell

(n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road, Bodakdev

Ahmedabad - 380054 (Gujarat)

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

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: [nproucre@gnvfc.net](mailto:nproucre@gnvfc.net)

Other Terms & Conditions as per detailed tender document

Signature of Tenderer:

Date:

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### SCHEDULE - "A"

Sr. No.	Description of Item (Steel Items as per tender technical specifications and GTP)	Unit	DISCOM wise tentative quantity of Steel Item				
			PGVCL	UGVCL	MGVCL	DGVCL	Total
1	MS Angle 50X50X6 mm	MT	5106	666	526	1150	7448
2	MS Angle 65X65X6 mm	MT	8014	5311	2579	4450	20354
3	MS Channel 100X50X5 mm	MT	493	53	73	500	1119
4	MS Flat 50 X6 mm	MT	2527	632	670	850	4679
5	MS Roundbar 16 mm	MT	1468	286	645	850	3249

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

**Delivery Period:-** In general, the delivery of total allocated quantity of each tender item against this tender shall be completed within 7(Seven) months in equal monthly lots (Single Lot per month) as decided by respective DISCOMs after a commencement period of 45 days from the date of receipt of Letter of Acceptance (LOA) of the respective DISCOM and as per clause no. 22 & 23 of tender commercial terms and conditions.

Note that final delivery period shall be decided by each respective DISCOM as per their requirement and the delivery schedule will be given by respective DISCOM in their LOA & A/T.

### IMPORTANT

1	The quantity mentioned above is tentative. No Dispute for non-purchase or purchase of very less quantity shall be entertained and PGVCL's decision in this regards, shall be binding to the Bidders. The PGVCL reserve the right to reduce the tender quantity as per their requirement at the time of finalization of the tender.
2	Tender item is under Non Critical category. Please refer Clause no. 6.1.2.2 of Tender Commercial Terms & Condition for quantity distribution.
3	Seal and signature in "Important Instruction" is MUST.
4	If the physical documents of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even of successful submission of on Line Tender.
5	The bid which is not opened due to any reason/s in that case the same will not be returned to the bidder in any case / Circumstances, however the same shall be at the discretion of PGVCL.

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

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6	Bidder should furnish required Tender Documents as per clause no. 10 of commercial terms & conditions duly filled and Sealed & signed along with EMD Cover Documents & Technical Bid documents.																		
7	<p>Guideline for payment of EMD Amount:</p> <p>The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration is eligible for exemption from the payment of EMD amount on submission of duly notarized copy of minimum one certificate from group A &amp; B (i.e. one certificate from group A <b>AND</b> one certificate from group B).</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th colspan="2" style="text-align: center;">A Group</th> <th colspan="2" style="text-align: center;">B Group</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Udyam Registration Certificate</td> <td style="text-align: center;">1</td> <td>CSPO Registration Certificates</td> </tr> <tr> <td style="text-align: center;">2</td> <td>SSI Registration Certificates</td> <td style="text-align: center;">2</td> <td>NSIC Registration Certificates</td> </tr> <tr> <td style="text-align: center;">3</td> <td>MSME Part - II Registration Certificate</td> <td rowspan="2" style="text-align: center;">3</td> <td rowspan="2">DGS&amp;D Registration Certificates</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Udhyog Aadhaar Memorandum</td> </tr> </tbody> </table> <p>In view of Ministry of Micro, Small &amp; Medium Enterprises, Govt. of India, New Delhi notification S.O. 2119(E) dated 26th Jun, 2020 and clarifications issued vide O.M. No. 2/1(5)/2019-P&amp;G/Policy (pt. IV) dated 6th August,2020, Amended Notification S.O.2347 (E) dated 16th June,2021 and subsequent amendments, if any issued by MSME in future; Only “UDYAM REGISTRATION CERTIFICATE” out of SSI/MSME part II/Udhyog Aadhaar Memorandum/Udyam Registration certificate shall remain valid from 1st January,2022 OR from the date as amended in future by the ministry of Micro, Small &amp; Medium enterprises (MSME), Govt. of India.</p> <p>The MSME (manufacturing) Unit is eligible for benefit of submission of lower side EMD amount on submission of duly notarized copy of any one certificate from above mentioned Group A &amp; B.</p> <p><b>Note :</b> The Certificates should indicate the manufacture of items offered &amp; in case of Udyam Registration Certificate/ Udhyog Aadhaar Memorandum, it should indicate the manufacture of related group of item. Further submitted certificate should be valid, wherever applicable.</p> <p>For more information, please refer clause no. 10 of commercial terms &amp; conditions of the Tender.</p>	A Group		B Group		1	Udyam Registration Certificate	1	CSPO Registration Certificates	2	SSI Registration Certificates	2	NSIC Registration Certificates	3	MSME Part - II Registration Certificate	3	DGS&D Registration Certificates	4	Udhyog Aadhaar Memorandum
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8	Bidders are requested to ensure that quantity offered details in on-line EMD form; Annexure-4 (on-line) of Commercial Terms and Condition and in Price bid (on-line) should be same. In case of any discrepancy, quantity offered in Annexure-4 shall be considered as final quoted quantity.																		
9	Note:-Bidders are requested to read carefully clause no.11:- PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD:- (i.e. SECURITY DEPOSIT):- (Should be submitted within 15 (fifteen) days from date of Letter of Acceptance).																		

Signature of Tenderer:

Date:

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10	The Bidders shall execute Agreement within 20 days from the date of issue of Letter of Acceptance from respective DISCOM. If, not executed within 20 (Twenty) days from the date of Letter of Acceptance (LOA), then the LOA will be out rightly cancelled at the risk & cost of the bidder (at the discretion of respective DISCOM) and without entering into any correspondences and this will be binding on the bidder and actions shall be taken against such defaulter like stop dealing or any other actions as decided by respective DISCOM.																										
11	Bidders are requested to submit details of Annexure-13 in online in technical stage and this is mandatory. If bidder does not submit the Annexure-13, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.																										
12	Bidder has to ensure that the offered quantity of tender item should be commensurate with the PGVCL's delivery schedule otherwise offer is liable to be rejected out rightly. The quantity to be purchased will be decided by PGVCL.																										
13	In case, if any bidder has submitted false information/Data against this tender, PGVCL shall exercise its discretionary power to take action like Periodic/ Permanent stop deal/cancellation of vendor registration/forfeit EMD and reject Bid/forfeit the performance guarantee towards execution (Security Deposit) in favor of PGVCL/forfeit the performance guarantee towards Warranty in favor of PGVCL, etc. Decision of PGVCL shall be final and binding to bidder in this regard without entering into any correspondences.																										
14	The firm, stop deal or banned for business dealing by GUVNL / its subsidiary Company shall be considered as a stop deal or banned for business dealing for PGVCL also. However, the same shall be at the discretion of PGVCL.																										
15	<p><b>MINIMUM TENDER QUANTITY:-</b></p> <p>The Bidder, who submits their Bid for a minimum quantity, as specified below, for which the firm participated, shall only be considered for price evaluation for particular item.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th rowspan="2" style="width: 5%;">Sr. No.</th> <th rowspan="2" style="width: 45%;">Description of Item (Steel Items as per tender technical specifications and GTP)</th> <th colspan="2" style="width: 50%;">Minimum quantity to be offered by</th> </tr> <tr> <th style="width: 25%;">For MSME bidders</th> <th style="width: 25%;">For other bidders</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">MS Angle 50X50X6 mm</td> <td style="text-align: center;">745 MT (10%)</td> <td style="text-align: center;">1862 MT (25%)</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">MS Angle 65X65X6 mm</td> <td style="text-align: center;">509 MT (2.5%)</td> <td style="text-align: center;">2036 MT (10%)</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">MS Channel 100X50X5 mm</td> <td style="text-align: center;">280 MT (25%)</td> <td style="text-align: center;">448 MT (40%)</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">MS Flat 50 X6 mm</td> <td style="text-align: center;">702 MT (15%)</td> <td style="text-align: center;">1170 MT (25%)</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">MS Roundbar 16 mm</td> <td style="text-align: center;">488 MT (15%)</td> <td style="text-align: center;">813 MT (25%)</td> </tr> </tbody> </table> <p>Please refer The clause no.: 77 of Commercial Terms &amp; Condition of tender for more details.</p>	Sr. No.	Description of Item (Steel Items as per tender technical specifications and GTP)	Minimum quantity to be offered by		For MSME bidders	For other bidders	1	MS Angle 50X50X6 mm	745 MT (10%)	1862 MT (25%)	2	MS Angle 65X65X6 mm	509 MT (2.5%)	2036 MT (10%)	3	MS Channel 100X50X5 mm	280 MT (25%)	448 MT (40%)	4	MS Flat 50 X6 mm	702 MT (15%)	1170 MT (25%)	5	MS Roundbar 16 mm	488 MT (15%)	813 MT (25%)
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### 16 PRICE VARIATION CLAUSE:-

Tender is invited on Price Variation basis.

As the tender is invited on Price Variation Basis, read in the first line of clause no. 9, as 'VARIABLE'.

The price variation formula is as under;

$$P = P_o \left[ 0.11 + 0.66 \left( \frac{SBIR}{SBIR_0} \right) + 0.23 \left( \frac{W}{W_0} \right) \right]$$

Wherein,

P= Price payable as adjusted in accordance with the above formula

Po= Price quoted/confirmed as per AT.

SBIR= Price of Steel Billets(as published by IEEMA)

This price is as applicable on the 1<sup>st</sup> working day of the month, Two months prior to the date of delivery.

SBIR<sub>0</sub>=Price of Steel Billets(as published by IEEMA)

This price is as applicable on the 1<sup>st</sup> working day of the month, One month prior to the date of tendering.

W= All India Average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India(base 2001=100).

This index number is applicable on the first working day of the month., 4 months prior to the date of delivery.

W<sub>0</sub>= All India Average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (base 2001=100).

This index number is as applicable on the first working day of the month, 3 months prior to the date of tendering.

#### Note: -

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

Signature of Tenderer:

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	<p>3. For delayed deliveries and also beyond the contractual delivery period, price shall be payable at lower of the following:-</p> <p>a. Worked out with indices applicable for scheduled date of delivery / month <b>OR</b></p> <p>b. Worked out with indices applicable for actual date of delivery of material/ month <b>OR</b></p> <p>c. Worked out with indices applicable for last date of Contractual Delivery period.</p> <p>4. The preponed of delivery should not be entertained to avoid the inventory carrying cost unless it is extremely essential for the work under execution. However, the price as worked out with indices applicable for actual date of delivery of material/month shall be payable.</p> <p>5. The date of delivery is the date on which the material is notified as being ready for inspection/dispatch subject to condition that material is received within 15 days for Gujarat based suppliers / 21 days for out of Gujarat based suppliers from the date of dispatch instruction. Otherwise actual date of receipt of material at store is to be considered.</p> <p>6. The supplier will have to submit all supporting documents like IEEMA circulars, PV Calculation sheet etc. duly attested along with his invoice.</p> <p>7. The clause at point no.3 will apply only if the company decides to accept materials beyond the contractual delivery period.</p> <p>8. For delayed delivery beyond schedule delivery date, the penalty shall be applicable as per tender/AT terms &amp; condition.</p> <p><b>The Base date shall be considered as one month prior to the date of opening of tender for price variation formula.</b></p> <p><b><u>For Calculating Consumer Price Index (W) refer IEEMA Circular No:- 213/PVC/SOR/07 November 05, 2020.</u></b></p>
17	<p><b>GUARANTEE:-</b></p> <p>If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 months of their receipt at site or 12 months from the date of commissioning of equipments whichever is earlier.</p> <p>You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.</p>
18	<p><b>Dispatch of Material:</b></p> <p>The tender is invited on behalf of different DISTRIBUTION COMPANIES (i.e. DISCOMs viz. PGVCL, MGVCL, DGVCL and UGVCL). The successful bidder will have to dispatch the ordered material anywhere in Gujarat.</p>

Signature of Tenderer:

Date:

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19	<p>Following clauses of tender commercial terms and conditions may please be considered (not applicable) as deleted for this tender.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 10%; text-align: center;">Sr. No.</td> <td>This tender commercial terms and conditions, below mentioned Cl. no. to be considered as deleted.</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Cl. no. 6.1.2.1 - Quantity Distribution (For Critical Item)</td> </tr> </table>	Sr. No.	This tender commercial terms and conditions, below mentioned Cl. no. to be considered as deleted.	1	Cl. no. 6.1.2.1 - Quantity Distribution (For Critical Item)
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1	Cl. no. 6.1.2.1 - Quantity Distribution (For Critical Item)				
20	<p><b>UNLOADING :-</b> "PGVCL" will unload all the Materials". If the Firms unload the materials at Consignees end, then maximum Rs. 50=00 per MT extra will be given.</p>				
21	<p>Tender should invariably furnish a Notarized Copy of the BIS License (with Schedules I and II) held by the Firm for using IS Mark for the Tendered Items. <u>IF THE LICENSES ARE NOT FURNISHED THEN THEIR OFFERS FOR THOSE ITEMS WILL NOT BE CONSIDERED. PROVISIONAL CERTIFICATES NOT ALLOWED. NO FURTHER CORRESPONDANCES WILL BE ENTERTAINED IN THIS MATTER.</u></p>				
22	<p>You shall have to make your own arrangements for procurement of Raw Materials such as Ingots, Billets, Blooms, Slabs, Wire Rods etc., and PGVCL shall not entertain any requests from you to inform the raw materials suppliers for allocation of Raw Materials to you on this account.</p>				
23	<p>The material supplied shall be confirming to Indian standard specification and also with ISI marking and even after inspection of the lot, if the material received at the site is found without ISI marking, the lot shall be rejected and no further correspondence shall be entertained in this regard.</p>				
24	<p><b>Refund of EMD:</b> Earnest Money Deposit (EMD) will be returned/refunded to the successful bidder only on their submission of Security Deposit (S.D.) against the order placed on them at respective DISCOM, confirmation thereof by respective DISCOM and 'No Objection Certification' towards release of Earnest money Deposit (EMD) given by the respective DISCOM or concern DISCOM.</p>				
25	<p><b>Invitation of tender:</b> This tender is invited on behalf of PGVCL, MGVCL, DGVCL &amp; UGVCL. After finalization of tender, Letter of Intent (LOI)/Price matching Letters shall be issued by PGVCL and after receipt of confirmation from bidders, the Master Letter of Acceptance (LOA) for allocation of quantity (DISCOM wise/Successful bidder wise) shall be issued by PGVCL. However, the respective DISCOM will issue LOA as per allocated quantity, prices and required delivery period for their DISCOM. Detailed purchase order will be issued by respective DISCOM after carrying out necessary formalities regarding submission of Security Deposit Bank Guarantee and Execution of purchase Agreement by the supplier as per tender terms and conditions. Bidders will have to abide all the terms and conditions of the LOI/LOA placed by PGVCL and final LOA and detailed purchase order placed by respective DISCOM.</p>				

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

# TENDER NO. PGVCL/PROC/PPP/Steel Item/1013



## PASCHIM GUJARAT VIJ COMPANY LIMITED

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

Telephone Nos:-0281-2380425/427/2360182

Fax No:-0281-2368175

Website:-www.pgvcl.com

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

26	<p>Bidders are requested to fill details of authorized representative (said person must be employee of your Firm/Company), if any, in respect of this tender and <i>submit online Annexure-3 considering clause no.41 of Commercial terms &amp; Conditions of tender.</i></p> <p><i>Also bidders have to submit notarized "Declaration" as per attached format on 300/- Rs. Non-judicial stamp paper and to be submitted in technical bid indicating/declaring names of Authorized signatory and Authorized Representative by signing/signatures of both jointly along with designation and contact details (office address, Mobile No., E-mail ID) and details of employee mentioning particular tender number.</i></p>
27	<p>In case, supplier fails to deliver the stores / materials / equipments or any consignment thereof within schedule/contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, or in breach of any tender/contract conditions, PGCVL shall exercise its discretionary power to take action like Stop deal for some period/permanent stop deal/cancellation of vendor registration/forfeit the performance guarantee towards execution (Security Deposit) in favor of PGCVL/ forfeit the performance guarantee towards Warranty in favor of PGCVL, etc.</p>
28	<p><b>Supply of Material:</b>                  Supplier must have to supply order material in open body vehicle. No close body vehicle is allowed, if material will supply in close body vehicle then same shall not be unloaded at PGCVL's store &amp; no any correspondence in this matter will be entertained.</p>
29	<p>In Commercial Terms &amp; Conditions whenever "plus GST" mentioned, it is to be replaced with "plus GST and Cess as applicable".</p>

**REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

- I. Any bidder from a country which shares a land border with India i.e. China, Pakistan and Bhutan will be eligible to bid in this tender only if the bidder is registered with the Registration committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" as mentioned above for the purpose of this Order means: -

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



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- a. An entity incorporated, established or registered in such a country as mentioned above; or
- b. A subsidiary of an entity incorporated, established or registered in such a country as mentioned above; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country as mentioned above; or
- d. An entity whose beneficial owner is situated in such a country as mentioned above; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country as mentioned above; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**Every bidder/s should, at the time of submission of bid, give a declaration as per attached Certificate for above with EMD cover.**

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

# TENDER NO. PGVCL/PROC/PPP/Steel Item/1013



## PASCHIM GUJARAT VIJ COMPANY LIMITED

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### CHECK LIST (This is mandatory)

Check list & documents required in following order with continuous serial no to be submitted with EMD and technical bid cover.

#### With EMD Cover:

Sr. No.	Documents in following order to be attached	Bidder's comment	Page no. from/to
1.	Tender Fee DD	Yes/No	
2.	EMD DD/EMD Bank Guarantee	Yes/No	
3.	EMD Documents (As per above clause No. 6) if applicable	Yes/No	
4.	Copy of Vendor Registration	Yes/No	
5.	Country Boundary Certificate on 300/- Rs. non judicial stamp paper (as per attached format)	Yes/No	
6.	Notarized declaration on Rs. 300/- Non judicial stamp paper as per attached format for Authorized representative (as per attached format)	Yes/No	

#### With Technical Bid Cover:

Sr. No.	Documents in following order to be attached	Bidder's comment	Page no. from/to
<b>Tender Documents with duly signed and sealed</b>			
1.	Notarized power of Attorney on 300/- Rs. non judicial stamp paper in favour of a person authorized to sign tender documents	Yes/No	
2.	GTP & Technical Specification of tender with duly signed and seal	Yes/No	
3.	All Amendment in ascending Order with duly signed and sealed.(if any)	Yes/No	
4.	Certificate-A of the Tender duly signed & sealed on Company's letterhead.	Yes/No	
5.	"Important Instructions" of the Tender duly signed & sealed	Yes/No	
6.	Tender Commercial Terms and conditions duly signed and sealed	Yes/No	
7.	Copies of executed order with GUVNL subsidiary companies (PGVCL/UGVCL/MGVCL/DGVCL)	Yes/No	
8.	Notarized copy of valid ISO Certificate	Yes/No	
9.	Valid copy of Factory License	Yes/No	
10.	Import / Export Certificate	Yes/No	
11.	Self-certified Copy of PAN card	Yes/No	
12.	List of Partners/Directors on Company's letterhead with MoA	Yes/No	
13.	List of Plant & Machinery and Testing Facility	Yes/No	
14.	Certified copy of Last Three years Audited Account	Yes/No	
<b>Certificates</b>			
15.	Self- notarized copy of GSTN Registration Certificate	Yes/No	
16.	Notarized Copy of BIS License (if applicable)	Yes/No	
17.	BEE Certificate (if applicable)	Yes/No	
18.	Notarize copy of Type test for all tender Item	Yes/No	
<b>Additional Details on Firms letter Head</b>			
19.	Quality Assurance Plan	Yes/No	

**Bidder must submit this check list on front of EMD/Technical Bid cover and must submit all above documents invariably wherever required/applicable as per Tender conditions. It's PGVCL sole discretion to reject the offer without any of above documents.**

i/c Chief Engineer (Material)  
PGVCL, Rajkot

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



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**Declaration**

(Duly Notarized) on Rs. 300/- Non-Judicial Stamp Paper  
(As per tender condition)

I \_\_\_\_\_ authorized signatory  
of M/s \_\_\_\_\_ for Tender No. \_\_\_\_\_  
certify that Mr./ Mrs./ Ms. \_\_\_\_\_ is our  
Company's authorized representative and he/ she is employee of our Company/ Firm.  
It is further declared that he/ she is not representative/ employee of any other  
Company/ Firm.

He/ She is authorized for coordination/ follow up relating to this tender.

Details of Authorized Representative

Full Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Contact Number : \_\_\_\_\_  
Office Address : \_\_\_\_\_  
E-mail ID : \_\_\_\_\_

Accepted and confirmed the above facts

Specimen Signature : \_\_\_\_\_

It is certified that signed made by above authorized representative in my presence.

Signature of Authorized signatory: \_\_\_\_\_

Full Name : \_\_\_\_\_  
Contact Number : \_\_\_\_\_  
Office Address : \_\_\_\_\_  
E-mail ID : \_\_\_\_\_  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_

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



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[ON Rs.300/- Stamp Paper Duly Notarized]

**CERTIFICATE**

(To be submitted in Physical form with EMD Cover Documents)

Subject: Supply of \_\_\_\_\_

Reference: Tender enquiry No: PGMVCL/ / Due on date: / /2022

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India i.e. China, Pakistan and Bhutan. I/We certify that our firm is not from such a country and is eligible to be considered."

**OR**

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India i.e. China, Pakistan and Bhutan. I/We certify that our firm is from such a country as mentioned above and I/We have been registered with the Competent Authority [Registration committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)] [Evidence of valid registration by the Competent Authority is attached]. Further I/We hereby certify that our firm fulfills all requirements in this regard and is eligible to be considered."

*Seal of the Firm*

*Signature of the Authorized Representative of the firm*

Date:

Name:

Status:

Name of the Tendering Firm/Agency:

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