



PASCHIM GUJARAT VIJ COMPANY LIMITED

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

Tender No. RRC/T-2/Tender/22-23/17/11126 Dt: 31.12.22

GENERAL COMMERCIAL TERMS AND CONDITIONS OF TENDER

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

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

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

Further bidders are requested to submit Technical bid documents and price – bid (Schedule – B) on-line only and not to submit in physical form (Except tender fees & EMD proof in case of payment made through cash receipt/DD/Banker's cheque). This is mandatory. If it is submitted in physical form, same will not be opened and only on -line submitted bids will be considered for evaluation

[C] **Bidders should submit the documents online as per checklist in Schedule A.**

3. TENDER FEE:

Tender fee plus GST (Non-refundable) as notified in the tender notice should invariably be paid by way of RTGS/NEFT/Demand Draft / Banker's Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Paschim Gujarat Vij Company Ltd.", Payable at **Rajkot**. (Tender fee will be accepted in cash upto Rs. 10,000/- only at PGVCL Corporate office, Rajkot cash counter during

Signature of Tenderer

Company's Round Seal

Date:

Place:



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working days between 11.00 AM to 02.00 PM and on working Saturday between 11.00 AM to 12.30 PM.

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

In case of payment through DD / Banker's cheque, the scanned copy of original document shall have to be uploaded with the bid and original copy of the same will have to be submitted, at the office address specified and time mentioned in tender notice

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

4. EARNEST MONEY DEPOSIT: (E.M.D.)

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

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

The validity of the Bank Guarantee for EMD should be for a period of at least 7 (Seven) Months from the date of opening of technical bid.

In case of payment through DD / Banker's cheque / Pay order/ Bank Guarantee, the scanned copy of original document shall have to be uploaded with the bid and original copy of the same will have to be submitted, at the office address specified and time mentioned in tender notice

If the EMD amount is more than Rs. 1 lakh, it should be paid either by demand draft or Banker's cheque or pay order or Bank Guarantee. Otherwise it should be paid either in cash (upto Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque or pay order only. Payment of EMD by RTGS/NEFT/online shall be encouraged.

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

EMD will be forfeited if (i) The tender, which it covers, is withdrawn during the validity of the offer or (ii) the Tenderer fails to furnish / deposit the Security deposit towards Execution Period as per Condition of contract clause no. 2.0.

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The EMD of unsuccessful tenderer beyond L3, if paid will be returned promptly on submission of application and original Money Receipt. The EMD will be returned to the successful tenderer and remaining unsuccessful tenderer after successful tenderer furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further work.

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

5. TENDER STAGES

Tender should be in two bids.

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

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

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.

The tenders are to be submitted by the intending bidder by Two Bid system in which only Preliminary bid cover is to be enclosed in one Main Envelope having written on it Tender for work of **Carting of 8000 Nos. of 8 Meter PSC Poles from Khodiyar krupa Enterprise - Ganod Pole Factory and any other pole factory of PGVCL to any location of PGVCL.**

The envelope to be enclosed is as below:-

A. Preliminary Bid COVER

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

- Documents towards payment of Tender fee in case of payment through DD / Banker's cheque / copy of cash receipt (upto Rs. 10,000); the same may please be kept in the Preliminary bid cover only and shall be reached within specified time as mentioned in tender notice
- Documents towards payment of Earnest Money Deposit (EMD) in case of payment through DD / Banker's cheque / Bank Guarantee & tender. Fee may please be kept in the EMD cover only and shall be reached within specified time as mentioned in tender notice.

Bids submitted without Earnest Money Deposit by the firms will be rejected without entering into further correspondence in this regard.

- Undertaking duly notarized on Rs. 300/- stamp paper regarding restrictions on works from a bidder of a country which shares a land border with India

6. Technical bid documents to be submitted online only as per list of documents mentioned in Schedule A.

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7. Bids are invited under a Single Stage – Two bid procedures. Bidders are to submit TECHNICAL BID & PRICE BID ONLY BY ONLINE & if it will be submitted physically the same will not be opened & will not be considered.

The technical proposal along with qualification information will be subjected to an evaluation process contained as a part of the tender document and bidders those who found fit to qualify will be eligible for opening of the price bid. PGVCL reserves its absolute and unchallengeable right to qualify or disqualify one or all bidders by following an objective and transparent system. The envelope containing the technical bid will be opened first of the bidders and evaluation of their technical proposals and to determine the responsiveness of the bids. Price bids of only those contractors who are declared as substantial responsive to the requirements of the bid documents will be opened only online for further evaluation. Qualification requirement specifying financial capacity, technical, minimum acceptable levels with regards to bidder's experience in relevant projects and other relevant factors, such as work in hand, etc. will be evaluated first, and those qualifying criteria will be considered for further price evaluation. Technical proposal, which are not substantially responsive will be rejected.

Tenders will be opened on the day & time indicated in the tender notice in the presence of such bidders who wish to remain present.

8. The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & General terms & conditions of the contract.
9. The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the PGVCL due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.
10. The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion & as decided by the PGVCL but no Compensation or idle charges will be paid to the contractor under any circumstances.
11. The tenderers shall be presumed to have carefully examined the conditions & specifications of the work & to have acquainted themselves with all the details of the existing site conditions, locations, & weather conditions/characteristics, labour conditions & in general necessary information & data etc. pertaining to & need of the work.

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12. On acceptance of the tender the name(s) of the accredited representative(s) of the tenderers who would be responsible for taking instructions from the Engineers of the PGVCL shall be communicated to the Superintending Engineer, Paschim Gujarat Vij Co. Limited, **Rajkot rural circle**

Special terms and conditions

[1] The tender pertains to the transportation of PSC poles of 8 Meter long of the estimate quantity in the Schedule-'B' for a period specified in Schedule 'A' or till the poles quantity shown in schedule 'B' is fully transported, whichever is earlier.

"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 work 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 works 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 Owner shall be at liberty to take over from the contractor at a price to be fixed by the Managing Director, which shall be final.

Time limit extension:- If due to any stoppages, or litigation / stay order etc. work is suspended then no idle charges will be paid. Only suitable time limit extension will be granted based on genuine reason but no extra claim will be entertained.

[2] Validity of tender shall be for a period of 180 days from the date of opening the Tenders and may be further extended to 30 days by PGVCL if require and all the tenderer shall be bound to execute the work with quoting rate in this tender.

[3] The contractor has to cart all the poles allotted / instructed to cart within that month, no poles should be lapse, otherwise Company reserve right to take penalty action as per clause No. 10-A/B or as decided by competent authority.

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[4] The location to which the poles are to be transported from the pole factories shall be decided by concerned engineer or representative under their jurisdiction.

Any poles carted to the place/location other than the destination specified in the IR / MO/ gate pass, such poles shall be re-carted by contractor to the location/destination specified in the IR / MO / gate pass In the event of failure of the contractor to do so, it will be carted either by the Company or through other agency and at the risk and cost of the contractor.

[5] The rates quoted by the contractor shall be inclusive of loading of poles at the factories, transportation of poles from factory to the destination as directed by the concerned engineer of the Company and unloading and stacking the same at destination in good condition.

*Contractor shall have to cart & unload poles **at maximum 4 different destinations per 20 poles** as per instruction of engineer-in-charge if it falls in same route.*

[6] Contractor shall be solely responsible for damages if any caused to the poles during loading, transporting, unloading and stacking the poles at the site. The cost of damages to the poles if any shall be recovered from the contractor. The field officer of the Company in whose jurisdiction the poles are carted will fix the cost of such damages. His decision shall be treated as final.

[7] The date of issue of Letter of Acceptance/work order will be treated as date of commencement or the commencement date given by order placing authority and the entire quantity is to be transported within time limit.

[8] The contractor shall have to transport the poles every month as per allotment of poles from the concern pole factory. The quantity of poles and destination to which the poles are to be transported shall be intimated by Company's office from time to time.

[9] It must be clearly understood that the estimated quantity of poles indicated above are approximate and that they are likely to be increase or decrease or to be nil any month or at any time of the contractual period. The actual quantity to be transported will entirely depend upon actual availability/requirements of poles by the Company from time to time. The Company's officer reserves the right to increase or decrease the quantity of poles to be transported or delayed any item either partly or wholly during the contractual period. The payment of such work will be based on the offered rates and measurement of work which actually done. No increase in rates will be allowed for such increase or decrease in quantity.

[10-A] If the contractor fails to transport the poles allotted during any month as directed by the Company's officers, the Paschim Gujarat Vij Company Limited reserves the right to transport these poles through any other agency or departmentally at the risk and cost of the contractor without giving any notice or observing any formalities in this regard and in that case any expenses that may be incurred in excess of the sum which would have been paid to the original contractor if the said work had been

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executed by him shall be borne and shall be paid by the original contractor. The contractor will have no claim for compensation for any loss sustain by him owing to such action.

[10-B] Also the Company reserves the right at the discretion of competent authority of the Company to impose penalty @ 1/2% per week or part thereof plus GST subject to a maximum of 10% plus GST on the amount of pole not carted in stipulated time. For working out the penalty, the material requisitions remained uncarted will be considered. If this is a backlog, the same shall also be counted. Provided always that the delay in carting by the contractor will be condoned on account of non-availability of PSC poles or due to unforeseen circumstances on his furnishing satisfactory reasons and/or production of documentary proof thereof.

[11] The contractor shall have to enter into an agreement and indemnity bond with the Company on stamp paper of appropriate value in the prescribed form whose cost shall be borne by the contractor.

[12] QUANTITY DISTRIBUTION:

The Company shall decide to consider nos. of bidders for placement of order, at its own discretion however L-1 party will get heavy weightage in order placement considering his pole carting capacity.

In case of placement of orders more than one bidder, the company reserves the right to review and redistribute the issued ordered quantity at any time on the basis of performance of contractors.

[13] PAYMENT OF CARTING BILLS:

(A) The payment of poles carted in any trip will be paid for the stage of farthest destination.

(B) Payment beyond 60 Kms will be paid on "per pole per Km basis" or fixed charges for 31 to 60 Kms whichever is higher.

The contractor has to submit monthly bill along with relevant documents and the payment shall be made by the Executive Engineer (O&M) of concern Div. based on the certificates of the sub-division offices for whom the poles are carted.

[14-A] TERMINATION OF THE CONTRACT:- In case the contractor fails to cart the requisite number of PSC poles as allotted from time to time within the specified period of delivery or any retention thereof the Engineer-in-charge shall exercise his discretionary powers either

(i) to recover from contractor, damages by way of penalty as stated in the clause 10 above or

(ii) to entrust the work of carting elsewhere after giving due notice to the contractor on account of and at the risk of contractor without canceling the contract in respect of the unexecuted work or

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[14-B] In the event of Company taking action under clause no.14 (A) (i) or (ii) stated above the contractor shall be liable for any loss if the Company may sustain on that account but the contractor shall not be entitled to any gain on such account made against his default.

[15] The loading and unloading of the PSC poles shall be done with two points lifting and single point lifting will not be allowed under any circumstances.

[16] **Security Deposit:-** The contractor has to pay 5% of work order value towards the security deposit within 15 (Fifteen) days of issuance of LOA. If the contractor fails to pay the Security Deposit within the stipulated time then the Company reserves the right to forfeit the Earnest Money Deposit and terminate the contract after giving 15 (Fifteen) days notice in writing to pay the Security Deposit as per work order.

[17] The Company may need to cart huge quantity of poles in short times in special circumstance then Company reserve the right to cart through other carting contractor without information to contractor to whom order is placed for particular pole factory.

[18] The Company may place the work order with two different agencies in respect of tender inquiry and reserve the right to share the quantity of poles between two agencies at discretion of PGVCL.

[19] The poles for carting will be available to the carting contractor from the pole factory during working hour of pole factory as directed by Company's in charge officer.

[20] It will be the responsibility of the contractor to send SMS through mobile phone to consignees as soon as the poles are loaded in the truck for transportation so that contractor may get receipt of poles from concerned consignees early.

[21] In case, poles lifted from pole factory do not reach at proper destinations/site and found missing or broken then the cost of such pole will be recovered from the carting contractor without any further reference at standard price.

[22] The recovery of broken PSC poles found at site the same should be got jointly inspected by concern EE and his report will be final and bound to the contractor and accordingly recovery of broken poles will be made as per Company's rule.

[23] **Rate escalation clause:** Due to increase in the rate diesel per liter increase or decrease of diesel rate declared by the Government, the rate will be increased or decreased as under:

(a) **1st stage (0 to 30 Kms.) :-**

The rate will be increased or decreased per pole by 25 (Twenty Five) paisa on every increase or decrease in the rate of diesel price by 1 (One) Rupee per liter.

(b) **2nd stage (Above 30 to 60 Kms.) :-**

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The rate will be increased or decreased per pole by 55 (Fifty Five) paisa on every increase or decrease in the rate of diesel price by 1 (One) Rupee per liter.

(c) 3rd stage (Above 30 to 60 Kms.) :-

The rate will be increased or decreased per pole per KM by one paisa on every increase or decrease in the rate of diesel price by 50 paisa per liter.

(d) For escalation of rate, basic rate of diesel per liter will be considered as on date of last date of submission of tender and same will be mentioned in LOA / W.O.

(e) For price variation in diesel price, the rate of diesel will be considered prevailing on 1st day of the month.

This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.

[24] Conditional tender will be outright rejected.

[25] In emergency and urgent need of poles, the contractor shall engage big capacity trucks to cart the pole in mass quantity.

[26] Repeat Order:- The PGVCL reserve the right to place repeat order up to 25% of the original work order amount, at the same Price, Terms and Conditions stipulated in the tender/original contract within contractual period.

In special circumstances PGVCL reserve the right to place repeat order up to 100% of the original work order amount, at the same price, terms and conditions stipulated in the original Contract, as mutually agreed upon.

[27] Taxes:- The rates are excluding all taxes.

[28] EPF Code / norms should be submitted and followed by contractor

[29] Pole carting truck should be separate for each pole factory. If it is found that the detail of truck submitted in tender, runs under order of some other pole factory, the tender will not be acceptable.

Truck should be loaded with specified capacity, as per rules of RTO.

[30] Price evaluation:- Rates to be quoted for various stage considering approximate quantity shown in schedule B, The lowest rates will be decided on the sum of all three stages.

The tenderer have to quote fix rate per pole for 1st and 2nd stage of pole carting i.e., 1st stage:- 0 to 30Kms. distance

2nd stage:- above 30 to 60Kms. distance.

For the 3rd stage i.e., above 60 Kms. of pole carting the rate will be considered per pole per Km.

The stagewise quantity shown in tender is tentative and to consider for price evaluation only, it may increase or decrease upto any extent as per company's requirement and no claim in this regard will be entertained.

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[31] Toll tax will be reimbursed by PGVCL on production of proof up to satisfaction of official of PGVCL; if presented at the time of passing of bill of carting of PSC pole.

[32] 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.

[33] Tenderer should invariably fill up all the details of this tender document. This is mandatory and also should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper.

[34] If the Tenderer fails or defaults in execution of the orders placed or if PGVCL suffers any financial loss due to this, then PGVCL will be at liberty to adjust the amount from other orders of the same firm or by forfeiting the security deposit.

[35] 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.

[36] 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

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ON STAMP PAPER OF RS.300/-

FORM OF BANKER'S UNDERTAKING

[For Security Deposit as per clause no.16 of commercial terms and conditions]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the **PASCHIM Gujarat Vij Co.Ltd.** Or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in _____ words) Rupees _____ to the said **Paschim Gujarat Vij Co.Ltd** on behalf on M/s. _____ who have entered into a contract for the supply/works specified below:
LOA No. _____ dated _____.

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

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

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

Place:
Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	SIGNATURE OF THE BANK'S AUTHORISED SIGNATORY WITH OFFICIAL ROUND SEAL
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Signature of Tenderer Company's Round Seal Date: Place:



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TENDER NO.:

DOCUMENTS REQUIRED IN FOLLOWING ORDER TO BE SUBMITTED IN **ONLINE**

Following documents as applicable are to be attached online.

Sr. No.	Document to be submitted	Enclosed Copy (Online)
1	Tender Notice and Schedule-A duly signed and sealed	YES / NO
2	Commercial terms and condition with duly signed and sealed	YES / NO
3	In case of partnership firm Notarized copy of power of Attorney in favour of a person authorized to sign tender documents	YES / NO
4	All Amendments duly signed and sealed. (if any)	YES / NO
5	Vehicle ownership documents, vehicle insurance detail and RTO registration certificate	YES / NO
6	Employee Provident fund certificate	YES / NO
7	Photocopy of PAN Card	YES / NO
8	Solvency certificate issued by scheduled bank of RBI	YES / NO
9	List of Partners in case of partnership firm	YES / NO
10	List of successful orders executed in GUVNL and their Subsidiary companies, i.e. PGVCL/MGVCL/UGVCL/DGVCL.	YES / NO

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ANNEXURE - 1 DETAILS OF THE FIRM

Bidder may MANDATORILY fill all the details in this form.

TENDER NO.:

Firm Name			
Address of	Registered Office	Factory / Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos. (Office)			
Fax Nos.			
STD Code.			
Mobile No.			
Email			
Specimen signature			

Signature of Tenderer

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ANNEXURE - 2

(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.:

(All bidders will have to furnish the following undertaking duly filled in, signed and stamped along with the Technical Bid.)

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

Signature of the Tenderer

Seal of the Firm

Signature of Tenderer

Company's Round Seal

Date:

Place: