



DAKSHIN GUJARAT VIJ COMPANY LIMITED
CIN U40102GJ2003SGC042909

Regd. & Corporate Office:
"Urja Sadan", Nana Varachha Road, Kapodara Char Rasta,
SURAT-395 006

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COMMERCIAL TERMS AND CONDITIONS (e –procurement)

1 VENDOR REGISTRATION:

1.1. REGISTRATION: All new suppliers shall get themselves registered by paying non-refundable registration fees as detailed below to the concerned subsidiary company with Vendor Registration application form and all relevant documents.

1.1.1. For factory within Gujarat State: Rs. 15,000/-

1.1.2. Within Country but out of Gujarat State: Rs. 50,000/-

1.1.3. Out of Country: Rs. 2,00,000/-

1.1.4. In case of multiple locations, fees shall be paid for each location

1.1.5. The registration charge shall be reviewed every three years.

1.1.6. Registration charge shall be non refundable even if registration is denied.

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 respective subsidiary company.

1.2. PERIOD: The registration is valid for five years from date of vendor registration. The subsidiary companies of Gujarat Urja Vikas Nigam Limited (i.e. GUVNL) shall inspect factories every two years, if required.

1.3. EXISTING REGISTERED VENDOR: The registration of existing Vendors of GUVNL & its Subsidiary companies [i.e. Dakshin Gujarat Vij Co. Ltd. (i.e. DGVCL)/ Madhya Gujarat Vij Co. Ltd. (i.e. MGVCL) / Uttar Gujarat Vij Co. Ltd. (i.e. UGVCL) / Paschim Gujarat Vij Co. Ltd. (i.e. PGVCL) / Gujarat Energy Transmission Corporation Ltd. (i.e. GETCO) / Gujarat State Electricity Corporation Ltd. (i.e. GESCL)] would continue for the period prescribed in the Vendor Registration order. Upon expiry of the validity period, they shall re-register themselves by following the prescribed procedure as stipulated herein. **Existing Vendor has to apply for re-registration at least before two months from the last date of expiry of registration, failing which the vendor shall not be considered as a Registered Vendor in the ensuing tenders floated after the date of re-registrations. On expiry of Vendor registration, the party has to apply for a fresh registration.**

1.4. GUIDELINES FOR VENDOR REGISTRATION:

1.4.1. The vendor registration application form duly filled in with requisite registration fees and relevant documents (**format attached herewith at the end part of this commercial terms and conditions**) shall be submitted to the concerned Company. Incomplete application /documents, all type test reports as per relevant IS/IEC specifications conducted at NABL accredited laboratory older than Five Years shall be returned within 15 working days of receipt of the application with reasons for such rejection highlighting the list of incomplete documents/ information. The application will then be treated as disposed off.

- 1.4.2.** If deficiencies are found on factory inspection, the application shall be rejected and the application shall be treated as disposed off. However, the reasons for rejection shall be informed to the applicant.
- 1.4.3.** The prospective vendor may then submit a fresh application along with fresh Registration fees after rectifying / complying with all the deficiencies. Such application shall be treated as fresh application for all purposes.
- 1.4.4.** The vendor registration process shall be completed within 60 days of receipt of the application complete in all respects.
- 1.4.5.** In case of shifting of factory premises of the registered vendor, such vendor has to pay re-registration charges towards registration fees and factory inspection shall be carried out as per norms.
- 1.4.6.** In case of change in name or ownership or control of the Company / Firm of the registered vendor, such Company / Firm shall inform in writing along with supporting documents within 30 days of such change. The Company/Firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items and that change is only in the name / ownership / control of the Company/ Firm. In such a case, the company/Firm shall have to submit application and relevant documents as proof that such change is lawful / legitimate along with processing fees of Rs. 5000/-.
- 1.4.7.** **The vendor who submitted their application for vendor registration with all required fees and all the requisite documents at least 60 days prior to the date of publication of tender in the news paper shall be allowed to participate in the tender, subject to the condition that such bidder should submit vendor registration certificate before scheduled date of opening of price bid. If such bidder fails to submit the vendor registration certificate before scheduled date of price bid opening, their bid shall be rejected and their price bid shall not be opened. The participating company must enclose copy of receipt of the fees paid towards vendor registration along with the Tender Fees / EMD payment receipt in EMD Cover documents in physical form otherwise their bill will be rejected.**
- 1.4.8.** There shall be no relaxation in 60 days stipulation as the Companies also require reasonable time to evaluate the Vendor's credentials and complete the process of registration.
- 1.4.9.** At the time of re-registration, the Vendor's works / factory shall be re-inspected either departmentally or through third party inspection.
- 1.4.10.** In order to streamline vendor registration process and to avoid overburdening any particular DISCOM with vendor registration work, all new vendor registrations and re-registrations of existing vendors on completion of 5 years in respect of Vendors whose factories are in Gujarat shall be done by the concerned DISCOM within whose licensee areas such factories are located for the items used by DISCOMs.
- 1.4.11.** Vendors whose factories are located in Torrent Power Ltd license area of Ahmedabad--Gandhinagar shall be the responsibility of UGVCL and those in Surat shall be the responsibility of DGVCL.
- 1.4.12.** For factories outside Gujarat, the responsibility for registration and re-registration of Vendors shall be as under:
- 1.4.12.1.** Northern Region ----- UGVCL
- 1.4.12.2.** Western Region ----- PGVCL
- 1.4.12.3.** Southern Region ----- DGVCL
- 1.4.12.4.** Eastern and North-Eastern Region ----- MGVCL

The regions have been defined as shown in the map attached herewith in tender documents.(Page no.54)

- 1.4.13.** For overseas Vendors having their works / factories outside India, responsibility shall be taken by the concerned DISCOM to whom application for vendor registration is made by the prospective Vendor to undertake the required procedure.
- 1.4.14.** For the items specifically used by GETCO and GSECL, all new Vendor registrations and re-registrations of existing Vendors on completion of 5 years shall be processed by respective Companies.
- 1.4.15.** The new Vendor for the items, commonly used by DISCOMs and by GETCO / GSECL the application will be entertained by either GETCO or GSECL or by the DISCOM as per above jurisdiction criteria and to whom the application is made by the prospective Vendor.
- 1.4.16.** Re-registrations of existing Vendors on completion of 5 years shall be done by GETCO or GSECL in respect of their registered vendors, whereas in respect of Vendors registered by any DISCOMs, the re-registration will be done by DISCOMs as per above jurisdiction criteria.
- 1.4.17.** For the material specifically used in GETCO, GSECL and not utilized by DISCOMs, the vendor registration of those items shall not be done by DISCOMs and vice-versa.
- 1.4.18.** No tender document is to be entertained for the party / from any company, who is not registered as supplier/ vendor with GEB / GUVNL & its subsidiary companies. However, the tender submitted by a party may be considered for evaluation, **if it fulfill clause No. 1.4.7** above.
- 1.4.19.** Factory inspection is mandatory in respect of new vendors, no inspection waiver request shall be considered. Factory inspection of existing vendors may be conducted every two years departmentally or through third party.
- 1.4.20.** The Subsidiary Companies of GUVNL have to inspect factory of applicant within 25 days from the date of application in case of first registration within which inspection has to be carried either departmentally or through Third Party at least for works in India.
- 1.4.21.** During factory inspection, it is required to have video shooting of the company premises, infrastructure facility, testing equipment and machineries. The vendors have to submit their consent for video shooting.
- 1.4.22.** New vendor registration shall be given in the name of item only. The relevant IS of the material shall be mentioned in the bracket for that item only.
- 1.4.23.** Mere Vendor registration shall not itself vest any right on a party to receive orders from GUVNL's any subsidiary company or to claim any damages or compensation for non-placement of the order against any tender. DGVC 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.

All the tenderers are required to invariably submit copies of vendor registration approval letter for the tendered item / items or must enclose copy of receipt of the fees paid towards vendor registration along with the Tender Fees / EMD payment receipt as per clause no.:1.4.7 above, in the EMD cover. THIS IS A MUST; otherwise their tender is liable to be ignored without any further communication in the matter.

Only the courts at Surat (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.

<p>2</p>	<p>NEW PARTIES: The parties, who have not supplied to GUVNL or their any subsidiary company 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 GUVNL or their any subsidiary company. As far as possible, only manufacturers will be considered and no traders shall be encouraged.</p> <p>The firm who have supplied to GUVNL or their any subsidiary company or other firms should furnish a self certified list of orders executed for similar tender items, indicating quantity supplied along with performance certificates for the items supplied. This is a MUST.</p>
<p>3</p>	<p>TENDER SPECIFICATIONS: All technical specification should be ISS/ISI/BIS. Specification framed out by DGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and DGVCL decision shall be final. DGVCL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificate within 2 years from 1/1/2001. The technical scrutiny committee of DGVCL shall evaluate the techno-commercial view of the tender. DGVCL 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 as well as additional condition / deviation in on line submission of tender.</p> <p>Tender should be in two bids. a) Techno – Commercial Bid and b) Price Bid.</p> <p>Incomplete bids and amendments and additions to bids after opening of the bids will be ignored outrightly.</p> <p>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.</p>
<p>4</p>	<p>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 VAT/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, who is technically acceptable. DGVCL may go to the price L-2 depending upon the exigency. If DGVCL feels that there is lack of serious competition or any other reasons, DGVCL may negotiate with the L-1 party. DGVCL's decision shall be final and binding on all the parties.</p>
<p>5</p>	<p>[A] QUANTITY DISTRIBUTION:(CRITICAL ITEM) 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.70 i.e. Minimum tendering quantity) will only be considered for price evaluation. DGVCL will not consider the price bid of any party who quotes for lesser quantity.</p> <p>[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.</p>

	<p>[b]In the second floated tenderfor the purchase of similar tendered item, the quantitydistributionwillbelimitedto 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.</p> <p>[c]The new suppliers (either New-1 or New-2) willbe 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.</p> <p>But if there are no regularsuppliers OR if the rateof regular supplier is very high, the above conditionno. (a) and (b) shall be suitably relaxed by DGVCL. DGVCL would not place order on more than 50% of the total parties who are biddingfor the order. L-1 regular party however will get heavy weightagein orderplacement.</p>
<p>5</p>	<p>[B] QUANTITY DISTRIBUTION: :(NON CRITICAL ITEM) As percurent practice, in case where the quantity is tobe distributed to more than one supplier, 50% quantity shall be reservedfor Gujarat based parties who are techno-commercially qualified and who match the L-1 endcost as per Government of Gujarat guidelines. The parties whether new or regular who have offered minimum 15% / 25% of the totaltender quantity for each of their offered items (and fulfilled tender condition no.70 i.e. Minimum tendering quantity) will only be considered for price evaluation. DGVCL will not consider the price bid of any party who quotes for lesser quantity.</p> <p>[a]At the first time while placing the order, the quantitydistributionto new suppliercanbeenhance up to 30% of the quantity requirement of the particular item, provided the price of new supplier is lower than the regular suppliers.</p> <p>[b]In the second floated tenderfor the purchase of similar item, the quantitydistributioncanbeenhance 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.</p> <p>[c]The new suppliers (either New-1 or New-2) willbe 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.</p> <p>But if there are no regularsuppliers OR if the rateof regular supplier is very high, the above conditionno. (a) and (b) shall be suitably relaxed by DGVCL. DGVCL would not place order on more than 50% of the total parties who are biddingfor the order. L-1 regular party however will get heavy weightagein orderplacement.</p>
<p>6</p>	<p>TENDER FEE : (Non-refundable) Tender Feeas notified in the tender notice should invariablybepaidby way of DemandDraft; otherwiseofferwill be ignored outrightly.Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Dakshin Gujarat Vij CompanyLtd.", Payable at Surat. Alternatively, the tenderers canpay the tender feein CASH at, "Dakshin Gujarat Vij Company Ltd. (DGVCL),Corporate Office, "Urja Sadan",Nana Varachha Road, Kapodara Char Rasta, SURAT-395 006, Cash counterduring working daybetween 11.00 A.M.to02.00 P.M.and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and enclose the self certified photo copy ofMoneyreceipt in the EMD Cover Documents (Please refer clause no.: 8 hereunder).</p> <p>THE EMD Cover Documents (in physical form) SHOULD BE SENT BY R.P.A.D.</p>

OR SPEED POST OF P & T DEPARTMENT OF GOVERNMENT OF INDIA ONLY ADDRESSED TO THE ADDITIONAL CHIEF ENGINEER (PROC.), DAKSHIN GUJARAT VIJ COMPANY LIMITED, CORPORATE OFFICE, " URJA SADAN",NANA VARACHHA ROAD, KAPODARA CHAR RASTA, SURAT-395 006. Courier service and hand delivery of **EMDCover Documents(in physical form)** are not allowed. The telegraphic or short offers received will not be accepted and the offers will be rejected out rightly.

DGVCLwill not be responsible for the transit loss or misplacement of theEMD Cover Documents.

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 and online technical bid will not be opened.

SAMPLE:

The samples asper the tendered technicalspecification and requirement must besubmitted during working day only and not later than 15.00 HRs. of date of physical submission of bid/documents to the following address only. **The bid shall be rejected out rightly, if sample/s not submitted in time.**

The Junior Engineer, Divisional StoreOffice, Dakshin Gujarat Vij Company Ltd., Nana Varachha Road, Kapodara Char Rasta, SURAT-395 006.

7 PRICES:

Prices quoted should be **FIRM** and on F.O.R. Destination basis (i.e. any of the stores of DGVCL in Gujarat). However, the Tenderer should indicate in the Schedule- "B" i.e. Price Bid in online mode only, the break-up of Unit F.O.R. Destination Prices stating the Unit Ex-works price for Excise purpose, Excise duty, VAT/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 DGVCL 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. Price bid shall be submitted in online mode only. Price bid submitted in physical mode will not be considered.

NOTE :

THE BIDDERS, WHOSE END COST PRICES ARE FOUND ALMOST EQUAL, THE QUANTITY DISTRIBUTION LIMITING TO FEW OF SUCH BIDDERS WILL BE DECIDED ON DRAW SYSTEM AND THE SOLE DISCRETION OF DGVCL.

Only for Traders:

[i] 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.

[ii] Where the Trader quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price, the Trader is not eligibleforstatutory 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.

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

The estimated cost of tender items is notified in the tender notice. Tenderer has to pay E.M.D. @ 1% of the cost of all their quoted Items. The E.M.D. is payable either in Cash or by Demand Draft in favour of the DAKSHIN Gujarat Vij Company Ltd. on any Scheduled / Nationalized Banks in Surat. It can also be furnished by way of an irrecoverable Bank Guarantee from designated banks in a standard format prescribed by DGVCL (Format attached with 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 Dakshin Gujarat Vij Company Ltd. on any Scheduled Bank in Surat and balance 50% by Bank Guarantee from any Scheduled / Nationalized Banks in a standard format prescribed by DGVCL (Format given in this tender document). Cheques are not acceptable. CORPORATE BANK GUARANTEES NOT ALLOWED. However, the bidders may pay full amount of EMD by way of cash or DD, if desires.

The exemption in payment of E.M.D. shall be given to the Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender subject to furnishing of the authenticated notary certificate copy of the above certificates. No relaxation shall be given to the bidders having valid SSI/NSIC certificate of Outside Gujarat State. No relaxation shall be given to the bidders having only one registration number from Government of Gujarat but no subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender.

If, **Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates submit SSI and CSPO/NSIC/DGS&D registration certificates for the item under tender subject** against EMD, then they should be authenticated from notary. NSIC/CSPO/DGS&D certificate more than **03** years old will not be considered 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.

All the **"SSI" and "CSPO/NSIC/DGS&D" registration certificates** Documents furnished along with the tender submitted by the bidders having **Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat** should have clear validity as per the tender and should invariably be renewed as per the norms of **"SSI" and "CSPO/NSIC/DGS&D" registration certificates** Otherwise they shall have to pay E.M.D. 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.

The SSI & NSIC/CSPO/DGS&D certificate should indicate the manufacture of items offered under this tender. Provisional Registration Certificates are NOT allowed.

Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D. No

Interest will be allowed against payment of E.M.D.

The validity of the Bank Guarantee for E.M.D. should be for the period of at least 06 months of due date of opening of tender or to be extended as required by DGVCL.

The bidder has to submit the following documents (in physical form) in separate sealed cover, super scribing "**E.M.D. Cover Documents**" of Tender no.: "_____" & due date of opening along with the bidder name & address", on or before due date and time of submission of documents **in PHYSICAL FORM. This is mandatory.** In case of non submission of E.M.D. Cover Documents in physical form, onlinetechnical bid will not be opened and bid will be rejected / ignored out rightly.

First the E.M.D cover (Physical documents) will be opened & if the documents towards payment of Tender Fee, E.M.D. and E.M.D. cover documents are found OK then only e – tendered (i.e. online form) Technical Bid will be opened which may please be noted **otherwise** online bid / e-tender will not be opened / say rejected out rightly and no correspondence in this regard will be entertained.

EMD COVER DOCUMENTS: [TO BE SUBMITTED IN PHYSICAL FORM]

The EMD Cover should contain the following documents: [i.e. (1) to (8) as under]

[1] Tender fee amount by way of demand draft **or** photo copy of money receipt of tender fee (self certified), if tender fee paid in cash at corporate office of DGVCL. **This is mandatory**

[2] Earnest Money Deposit (E.M.D) amount by way of demand draft **and /or** valid Bank Guarantee in original **OR** copy of money receipt, if EMD paid in cash at corporate office of DGVCL **OR** documents like **authenticated notarized** certificate copies of (a) registration with small scale industries of Govt. of Gujarat (i.e. SSI certificate issued by Govt. of Gujarat) and (b) registration with CSPO/NSIC/DGS&D, for availing exemption in payment of E.M.D. **This is mandatory.**

[3] The Copy of valid vendor registration approval letter of tender item/s issued by GUVNL or their any subsidiary company **OR** the copy of receipt of the fees paid towards vendor registration as per clause no.: **1.4.7** above. **This is mandatory unless otherwise mentioned in the tender document.**

[4] The Copy of valid Bureau of Indian Standard (BIS) license **duly notarized. This is mandatory when ever applicable as per technical specification / requirement of tender documents.**

[5] Valid Type test report of tender item/s from the Govt. recognized laboratory or laboratory as per tender requirement / technical specification, **duly notarized.**

[6] List of Orders executed of last three (3) years including supplies made / status of supply of pending orders etc. to GUVNL (Formerly GEB) or their subsidiary companies viz. DGVCL/MGVCL/UGVCL/PGVCL/GETCO/GSECL, for the tendered items, duly self attested.

[7] Drawing/s of tender duly signed & stamped of the bidder **as per technical specification / requirement of tender documents.**

[8] The Copy of High Quality ISO certificate duly notarized

E.M.D. 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 Performance Guarantee towards Execution Period (security deposit) as per below **clause no.9.**

E.M.D. of the unsuccessful tenderer's will be returned within 60 days of placing of the **LOA (Letter of Acceptance)** on the successful Tenderer, subject to the Tenderer returning the original receipt of the EMD together with the advance stamped receipt, to Additional Chief Engineer (Proc.) of DGVCL. E.M.D. will be returned to the successful bidders, only on their submission of performance guarantee towards execution period (i.e. security deposit) and execution of agreement against **LOA** released on them.

NOTE:

In clause no. 8, 9 & 43 of this commercial terms and conditions of tender, wherever Bank Guarantee is / are to be submitted towards E.M.D., Security Deposit (SD BG), Performance Guarantee towards Warranty / Guarantee (PBG) respectively, DGVCL would accept Bank Guarantee issued by the following Banks:

- (1) All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
- (2) Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

If Bank Guarantee (s) is / are submitted of the bank other than above banks, it will not be accepted by DGVCL and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly. Bidders may note the same.

**"NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE."
CORPORATE GUARANTEES ARE NOT ALLOWED.**

**9 PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD:
(i.e. SECURITY DEPOSIT):**

THE SECURITY DEPOSIT AMOUNT SHOULD BE PAID BY THE SUCCESSFUL BIDDER WITHIN 30 DAYS FROM THE DATE OF RECEIPT OF LETTER OF ACCEPTANCE.

The successful tenderers **except** the Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat will be required to pay an amount equivalent to 10% (Ten) of the value of the order as a Performance Guarantee (Security Deposit) for successful execution of the contract. Such Performance Guarantee (Security Deposit) for satisfactory/successful execution will be payable either in Cash / D.D. / Bank Guarantees only. Bank Guarantees from Scheduled / Nationalized Banks will be acceptable if the amount of security deposit payable exceeds Rs.5,000/-. The Bank Guarantees will be executed on the standard form prescribed by DGVCL.

In case of the Bank Guarantees furnished / submitted, they should have clear one time validity till the completion of the order in all respects. 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 (i.e. without vacuum period and without waiting for DGVCL's intimation seeking extension) failing which DGVCL will be at liberty to encash the same.

CORPORATE GUARANTEES AND STAGewise BANK GUARANTEES ARE 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.

ONLY FOR GUJARAT BIDDER/S:

The Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat have to submit the security deposit of (i.e. performance Guarantee towards execution) **6%** of total value of order instead of 10 % of order value.

The above relaxation in payment of performance Guarantee towards execution period (Security Deposit) shall be given to the small, cottage & Tiny industrial Units registered under small scale industries of Govt. of Gujarat and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender. It is mandatory for the bidders of Gujarat state to submit the notarized copy of valid SSI certificate or applicable valid acknowledgement of memorandum filed by Small, cottage and tiny industrial units with the District Industrial Centre (DIC) of Gujarat State **and** notarized copy of subsequent registration certificate of CSPO/NSIC/DGS&D otherwise bidder have to pay the security deposit **10%** of order value. **No relaxation shall be given to the bidders having only one registration numbers from Government of Gujarat but no subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender.**

No exemption as well as relaxation shall be given to outside Gujarat based parties.

The successful bidder shall have to furnish PG (i.e. Performance Guarantee) against warranty / Guarantee (as per condition no.43 of this tender commercial terms & condition) of the contract value separately as applicable as per this tender condition.

NOTE:

GUVNL and their any subsidiary company viz. DGVCL / MGVCL / 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 Performance Guarantee towards Execution Period (Security Deposit) amount is not paid within 30 (Thirty) days after the receipt of the LOA, then the LOA will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of DGVCL) without entering into any correspondences and this will be binding on the Tenderer and no final A/T will be placed and if placed, it will also be out rightly cancelled".

10 VALIDITY 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.

11 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 DGVCL Office of Surat.

	<p>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.</p> <p>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 up to DGVCL stores i.e. F.O.R. Destination.</p>
12	<p>PACKING AND FORWARDING CHARGES:</p> <p>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.</p>
13	<p>TRANSIT INSURANCE:</p> <p>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 DGVCL 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.</p> <p>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.</p>
14	<p>ACCEPTANCE OF STORES:</p> <p>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 DGVCL for this purpose. DGVCL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.</p>
15	<p>EXCISE DUTY:</p> <p>The price should be quoted Exclusive of excise duty and in single slab only. Multiple Excise duty slabs based on turnover / 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.</p> <p>The offers having price INCLUSIVE OF EXCISE DUTY is likely to be rejected if the rate of excise duty is not mentioned clearly. DGVCL 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.</p> <p>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 DGVCL statutory variation clause shall apply.</p> <p>MODVAT BENEFIT</p>

	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 DGVCL and you should inform such changes to DGVCL from time to time.
16	<p>SALES TAX / VAT (VALUE ADDED TAX): The prices should be quoted Exclusive of VAT / Sales Tax i.e. Without VAT or Central Sales Tax (CST). The amount / percentage of Tax (VAT or CST) should clearly be indicated separately. The Stores are required for consumption in Transmission and Distribution of electrical energy and as such, Gujarat State VAT will be paid as per rules. Central "c" form will be issued at the time of payment of bills whenever applicable. You are requested to quote your VAT (TIN) / Central Sales Tax Registration Number & date in all the bills.</p> <p>The Gujarat Sales Tax (VAT) is applicable on Freight Component also for the dispatches within Gujarat State.</p> <p><u>As per Government of Gujarat directives, while evaluating your offer the incidence of Tax (VAT / CST) will NOT be loaded.</u></p>
17	<p>OCTROI: Octroi if applicable shall be paid extra by DGVCL at consignee end, against submission of documentary evidence of payment.</p>
18	<p>UNLOADING: Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by DGVCL.</p>
19	<p>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 DGVCL 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 DGVCL.</p>
20	<p>PAYMENT TERMS: Payment shall be made by DGVCL, either directly to you or to suppliers Banker for the materials supplied as per DGVCL standard payment terms and conditions i.e. 80% of Ex-Work price including 100% of F&I, Taxes & duties, on receipt on Truck Receipt Certificate (TRC) within 30 (Thirty) days on verifying required documents as per A/T conditions and balance 20% of Ex-Works within 45 days (Forty Five) on receipt of Store Receipt (S.R.) Note from the consignee.</p> <p>Alternatively, DGVCL 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.</p> <p>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).</p> <p>In case of payment through SIDBI / ICICI necessary, stamp charges and interest charge shall be borne by DGVCL. Other charges, if any shall have to be borne by the supplier.</p> <p>Tenderer, while quoting need specifically agree to receive payment under any of the aforesaid alternative at the option of DGVCL.</p> <p>You shall invariably instruct your Bankers to accept lesser amount than IBC amount</p>

(Bank Advice amount) in case DGVCL Cheque amount differs from claimed amount / IBC amount supported with deduction memo.

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 DGVCL 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 DGVCL format only and should be duly NOTARIZED).

While extending the above facility, DGVCL 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.

DGVCL 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 DGVCL.

21 REPEAT/ADDITIONAL ORDERS:

DGVCL reserves the right to place repeat orders / additional orders on the successful tenderers up to 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 DGVCL will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

22 DELIVERY SCHEDULE OF DGVCL:

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 DGVCL will be considered and in such case, no subsequent complaint will be entertained.

The delivery Schedule proposed by DGVCL 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 DGVCL requirement will be given on pro-rata basis and also based on the quantity allocations done by DGVCL.

23 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(online format only)**. 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] The date of inspection of materials will be reckoned, as the date of dispatch, provided the due quantity of materials are offered for inspection giving two week's time to DGVCL for arranging the inspection. 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. In case the material is offered for inspection on the last week of the scheduled period, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract.

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 DGVCL.

[b] In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by DGVCL subject to levy of penalty as per clause **no.25** 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 DGVCL 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, if the materials are found OK then written dispatch instruction will be given by DGVCL inspector at suppliers works and the date on which these written instructions are issued will be reckoned as date of dispatch instructions and materials are to be dispatched to respective consignees within 15 days thereafter OR if written dispatch instructions are not given by DGVCL inspector at works, then materials are to be dispatched to respective consignees within 15 days from date of DI received by you, from DGVCL.

If the materials are not dispatched within 15 (fifteen) days from the date of dispatch instructions received by you as mentioned above, special penal charge shall be recovered at ½% per week (for actual delay in dispatches), maximum up to 3% of the Dispatch instructions consignment value. This will be in addition to DGVCL 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 DGVCL' 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 DGVCL will be to tenderers account. This will be binding on you.

24 SUPPLY OF MATERIALS AT DGVCL'S STORES:

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

25 PENALTY FOR LATE DELIVERY:

25.1 Penalty shall be @ 0.5% per week or part thereof on delayed portion subject to maximum 10% of the order 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.

- 25.2 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 consignee's 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 at 0.5% per week or part thereof, maximum up to 3% of the dispatch instructions consignment value.
- 25.3 In case of Foreign OEM / Indian trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the dispatch instructions are already issued, the supplier shall dispatch the materials to respective consignees within 60 days from the date of dispatch instructions. If materials are not dispatched within 60 days from the date of dispatch instruction, the special penalty charges shall be recovered at 0.5% per week or part thereof, maximum up to 3% of the consignment value of the lot of respective dispatches instruction. For calculation of penalty date of bill of lading / airway bill / courier receipt shall be considered as date of delivery.

25.4 General Guide lines:

25.4.1 In order to avoid delay & possible attraction of penalty,

25.4.2 The firm has to offer the inspection call 15 days prior to propose date of inspection and prior to 30 days from the due date of delivery schedule.

25.4.3 If above **clause No. 25.4.2** is fulfilled by firm then any delay in inspection and any delay in issuance of Dispatch instruction, said delay period will not be considered for penalty purpose.

25.4.4 However, in case the material is offered for inspection but does not fulfill criteria as per **clause No. 25.4.2** and does not supply material as per delivery schedule, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract.

Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond suppliers control (e.g. 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 outright without any correspondence.

No request for waiver / levy of penalty will be entertained / reviewed during the execution of order.

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

"If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)", then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for

	<p>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.</p> <p>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 of the company, which shall be final, all unused undamaged and acceptable materials bought 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, bought out component and stores as the supplier may with concurrence of the Purchaser elect to retain”.</p>
<p>26</p>	<p>Extension In Contractual Delivery Date:</p> <p>It will be supplier’s responsibility to ensure that goods are delivered within the stipulated delivery period. However, on account of reasons beyond ones control as laid down in the DGS & D Force Major Conditions DGVCL may consider extension of delivery period with or without statutory variations and with or without price variation.</p> <p>However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay. Such extension will be subject to the following conditions shown hereunder.</p> <ul style="list-style-type: none"> (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 P.O 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 P.O 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 P.O., which takes place or on after the contractual delivery date of the said P.O.
<p>27</p>	<p>REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:</p> <p>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, DGVCL will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.</p>
<p>28</p>	<p>POST TENDER CORRESPONDENCE / ENQUIRIES:</p> <p>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 DGVCL, as otherwise the same would</p>

	also amount to disqualification of the tender.
29	<p>Tenderer may submit requisite descriptive literature and all other required documents like technical data, literatures, list of testing equipments, list of equipments / machinery of manufacturing the tender item/s etc. duly scanned / photo copy as an attachments with e-tender / online submission.</p> <p>Tenderer will be at full liberty to provide information and data about his products.</p>
30	<p>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, DGVCL will not be responsible for any delay in payment on this account.</p>
31	<p>TYPE TESTS: (TO BE SUBMITTED IN E.M.D. COVER DOCUMENTS IN PHYSICAL FORM AS PER CLAUSE NO.: 8 OF THIS COMMERCIALS TERMS AND CONDITIONS)</p> <p>All the necessary Type tests will have to be carried out before submission of the tender and to be submitted duly notarised along with EMD Cover Documents as per clause no.: 8 of this commercial terms and condition (to be kept in EMD Cover in physical form). 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. G.T.P'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 DGVCL sole discretion to accept them or NOT.</p> <p>However, depending up on DGVCL requirement, if the Letter of Acceptance (LOA) 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 LOA or at DGVCL discretion, failure to do so the LOA 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.</p>
32	The purchaser (i.e. DGVCL) 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 DGVCL at its sole discretion at any time before the due date of opening of the tender.
33	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 of e-tender only . 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.
34	DGVCL 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.
35	<p>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 Annexure-12 of e-tender only.</p> <p>If technical deviations furnished by the Tenderer are not agreeable to DGVCL, the offers may be ignored. However it will be solely at DGVCL discretion to consider the technical deviations OR not for considering the Tenderer. No correspondences of the</p>

	Tenderer after opening of the bid will be entertained in this matter.
36	Please indicate whether the goods offered are first sale or second sale so as to determine the payment of sales tax.
37	<p>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 package, wagon No. etc. so that he may make arrangements for crane in advance. In case if DGVCL has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers.</p> <p>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.</p>
38	<p>TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS / DOCUMENTS: Bidders are requested to submit the scanned / photocopy of each of the following documents.</p> <ol style="list-style-type: none"> (1) List of testing equipments (must have been calibrated up dated) for tender items/s (2) List of machinery installed for manufacturing tender item/s (3) Annual production capacity (with shift in operation) of each item manufactured (4) Sales Tax Registration no. and date and issuing authority (5) Valid factory license (for manufacturer) (6) Registration No. under shops and Estt. Act and issuing authority (if applicable) (7) Audited Accounts and financial turnover of last three years of the firm (8) Performance reports, if any (9) Consent letter from their principals to manufacture such items when ever applicable (10) Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC (11) Copy of order/s of tender item/s of DISCOM of GUVNL executed in last three years (to be submitted in physical form in "EMD Cover Document" also) (12) Copy of order/s of tender item/s of DISCOM of GUVNL and other DISCOM/ SEB, under execution (to be submitted in physical form in "EMD Cover Document" also as per cl. no. 8)
39	Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.
40	Tenderers should indicate the name of their Partners / Proprietor / Directors of their manufacturing firm and updated Address / Telephone, e-mail ID, Fax Numbers (Office & Residential) etc., along with the name of authorized signatory in the Annexure – 3 of online / e-tender invariably. Bidder are informed that only their employee authorized in writing will only be allowed as their "Authorized Representative" for all purpose to deal with DGVCL in respect of this tender.
41	Please give suitable declarations in e-tendering / online format that "I / We declare that we are manufacturer for all the tendered items". (Please refer Annexure-15 of online form)
42	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.

43 PERFORMANCE GUARANTEE (PG): (To Cover Warranty / Guarantee Period)

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

The bidder except the Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat shall have to submit the Performance Guarantee in the form of Bank Guarantee to cover warranty / guarantee period wherever applicable for the items to be purchased, as mentioned in **TABLE-A** hereunder. The Performance Bank Guarantee towards warranty/guarantee will be retained till completion of the warranty / guarantee period. This guarantee shall be applicable for all the bidders except the Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat irrespective whether they are SSI & NSIC/CSPO/DGS&D units.

TABLE-A (Outside Gujarat Bidder)

Sr. No	Items	Amount.	Mode of payment of Performance Guarantee amount
1	Distribution Transformers (All types)	5 % (Five) of the contract value in the form of B/G to cover the Warranty period.	For all the cases the, Performance Guarantee amount will have to be paid either in the form of Bank Guarantees OR in Cash / Demand Draft.
2	Meters of all types	5% (Five) of the contract value in the form of B/G to recover the Warranty period.	
3	Conductors, Cables, Insulators, Steel Items	5% (Five) of the contract value in the form of B/G to cover the Warranty period.	
4	Metal Meter Boxes, G.I.Wires, Stay Wires, Earthing Plates,	2% (Two) of the contract value in the form of B/G to cover the Warranty period.	
5	Kit-Kat fuses, L.T.Distribution boxes, Transformer Oil, Line Hardwares, and PVC Pipe.	5% (Five) of the contract value in the form of B/G 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..	10 % (Ten) of the contract value in the form of B/G to cover the Warranty period.	
7	Other Items.		

ONLY FOR GUJARAT BIDDER/S:

The Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat shall have to submit the Performance Guarantee in the form of Bank Guarantee to cover warranty / guarantee period wherever applicable for the items to be purchased, as mentioned in TABLE-B hereunder. The Performance Bank Guarantee towards warranty/guarantee will be retained till completion of the warranty / guarantee period.

TABLE-B (Gujarat Bidder)

Sr. No	Items	Amount.	Mode of payment of Performance Guarantee amount
1	Distribution Transformers (All types)	3 % (Three) of the contract value in the form of B/G to cover the Warranty period.	For all the cases the, Performance Guarantee amount will have to be paid either in the form of Bank Guarantees OR in Cash / Demand Draft.
2	Meters of all types	3% (Three) of the contract value in the form of B/G to recover the Warranty period.	
3	Conductors, Cables, Insulators, Steel Items	3% (Three) of the contract value in the form of B/G to cover the Warranty period.	
4	Metal Meter Boxes, G.I.Wires, Stay Wires, Earthing Plates,	2% (Two) of the contract value in the form of B/G 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 B/G 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 B/G to cover the Warranty period.	
7	Other Items.		

The above relaxation in payment of performance Guarantee towards Guarantee / warranty period shall be given to the small, cottage & Tiny industrial Units registered under small scale industries of Govt. of Gujarat and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender. It is mandatory for the bidders of Gujarat state to submit the notarized copy of valid SSI certificate or applicable valid acknowledgement of memorandum filed by Small, cottage and tiny industrial units with the District Industrial Centre (DIC) of Gujarat State and notarized copy of subsequent registration certificate of CSPO/NSIC/DGS&D otherwise bidder have to pay performance guarantee towards warranty/guarantee

	<p>of amount as mentioned in TABLE-A.</p> <p>No relaxation shall be given to the bidders having only one registration numbers from Government of Gujarat but no subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender. No exemption as well as relaxation shall be given to outside Gujarat based parties.</p> <p>The Performance Guarantee to cover warranty/guarantee for the tendered items wherever applicable as above shall be furnished in the form of D.D./Cash and by Bank Guarantee, by the successful Tenderer for satisfactory performance of the materials, which should be valid for 12 months from the <u>date of commissioning</u> OR 18 months or <u>as specified from the last date of delivery of supply</u> whichever is earlier. The PG submitted should be for the full period i.e.18/24/36/48/60 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.</p> <p>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 failing which DGVCL will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.</p> <p style="text-align: center;">"NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE." CORPORATE GUARANTEES ARE NOT ALLOWED.</p>
44	<p>APPROVAL:</p> <p>The goods shall be subject to the approval of the concerned consignee after receipt of the stores at site.</p>
45	<p>DGVCL 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.</p> <p>The Tenderer should ensure that minimum production, manufacturing and routine testing facility required for manufacturing of the tendered products as per IS standard is available in-house. If the same is available elsewhere, then DGVCL reserves right to reject the offer out rightly.</p> <p>DGVCL 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.</p>
46	<p>OTHER CONDITION OF SUPPLY:</p> <p>DGVCL General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of DGVCL 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 DGVCL Office.</p>
47	<p>Although the materials have to be supplied as per ISS and or as per the tender specifications, DGVCL will take random samples from the materials supplied and subject them to tests according to ISS in Government 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.</p>
48	<p>DGVCL 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</p>

	<p>noticed. Such reduction for the whole lot will be maximum up to 30% (Thirty) of the End Cost Price, provided DGVCL accepts the materials. In this respect the decision of DGVCL will be final and will be binding on the supplier.</p>
49	<p>If in any company, the interest of any employee of the DGVCL. or his relative as defined in Section VI of the Company's Act. 1956, is 10% or more, DGVCL 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 DGVCL.</p>
50	<p>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.</p> <p>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.</p>
51	<p>AUDIT INSPECTION:</p> <p>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 DGVCL or other stores of DGVCL at random for quality check only.</p> <p>The samples picked up will be tested for acceptance test / type test or as decided by DGVCL at Government approved laboratory in presence of representatives of supplier and DGVCL as per relevant ISS/BIS/ DGVCL specifications. The test results will be binding on the suppliers and DGVCL, 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 due to consumption of the materials then in that case for whole of the rejected lot, DGVCL will deduct maximum upto 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then DGVCL may ask for replacement at sole discretion of DGVCL or may accept with maximum deduction upto 30% (Thirty) of the End Cost Price, and all these will be binding on the supplier.</p> <p>In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by DGVCL for testing and if subsequent testing are to be carried out (which will solely at DGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by DGVCL will be to supplier's account. The decision in this regard for acceptance as above of DGVCL shall be final and this will be binding on the supplier.</p>
52	<p>INSPECTION:</p> <p>All supplies are to be offered to the inspection and approval of DGVCL. DGVCL 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 DGVCL.</p> <p>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 DGVCL to detail on inspection.</p> <p>DGVCL 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.</p>

<p>53</p>	<p>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, DGVCL shall exercise its discretionary power <u>either</u>: [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.</p> <p>In the event of the risk purchase of stores of similar description, the opinion of DGVCL 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 DGVCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.</p> <p>The decision of DGVCL shall be final as regards the acceptability of stores supplied by the supplier and DGVCL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.</p> <p>Further, "DGVCL 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."</p>
<p>54</p>	<p>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 DGVCL, 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.</p>
<p>55</p>	<p>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, <u>is situated i.e.Surat.</u></p>
<p>56</p>	<p>Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.</p>
<p>57</p>	<p>SUBMISSION OF OFFERS: The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case firm have to pay separate tender fee, E.M.D., vendor registration etc. for all works / factory and if separate tender fee, E.M.D., vendor registration etc. not paid / submitted, DGVCL reserves the right to consider the offer/s against which the tender fee, E.M.D., vendor registration etc. are paid / submitted. If all above are submitted in such case DGVCL will consider only one lowest offer for allocation of quantity if decided.</p>

	Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by DGVCL.
58	The Tenderer if being an agent, who submits its offer to DGVCL, will have to give information and declare the name of the principle from which he will procure the materials and supply to DGVCL alongwith 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.
59	Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by DGVCL Representative prior to dispatch of materials for DGVCL approval.
60	DGVCL reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons. Also in case DGVCL finds that there is an attempt of cartel in the prices, DGVCL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.
61	DGVCL reserves the right to increase or decrease the quantity against each item/s while placing the order.
62	QUANTITY TOLERANCE: (When the Order placed is in terms of Weight basis / Length basis) The quantity tolerance shall be allowed $\pm 3\%$ 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.
63	The tenderers should invariably write the Tender no., Due date of opening of tender, name and address of the Company / bidder, on sealed covers of EMD Cover Documents, otherwise the tender covers without these details will not be opened which may please be noted.
64	All the suppliers / manufacturers should possess high quality ISO 9001 / ISO 9002 Certificate within 2 years.
65	The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) in online format of tender only.
66	All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by DGVCL, are to be borne by you as per the Govt. Of India's latest guidelines.
67	Tenderer should invariably fill up all the details of all the Annexure of online /e-tendering including the prices in the Price Bid format. This is mandatory.
68	EMBOSSING OR ENGRAVING: The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of DGVCL" 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 DGVCL. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.
69	If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if DGVCL suffers any financial loss due to this, then DGVCL will be at liberty to adjust the amount from other orders of the same firm or by encasing the Bank Guarantee.

<p>70</p>	<p>MINIMUM TENDERING QUANTITY:</p> <p>The Tenderer must have to offer for minimum quantity as under for all their offered / quoted tendered items and also have to accept DGVCL delivery conditions given in the tender.</p> <p>[1] In respect of tender items like Distribution Transformers, Single Phase and Three Phase Meter Boxes, Conductors, Cables and LT Distribution Boxes, the minimum tendering quantity to be quoted shall be 15% each for the quoted item of the tender.</p> <p>[2] For all other items, minimum tendering quantity to be quoted shall be 25% each for the quoted item of the tender.</p> <p>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.</p>
<p>71</p>	<p>Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.35 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.</p>
<p>72</p>	<p>All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.</p>
<p>73</p>	<p>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 DGVCL are furnished by the bidder.</p>
<p>74</p>	<p>PURCHASE AGREEMENT</p> <p>The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 100/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee.</p> <p>The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between ACE (proc) & the authorized representative of successful bidder as mentioned hereunder.</p> <ol style="list-style-type: none"> 1. 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. 2. If it is a private or public limited firm, a copy of the resolution, authorizing the person to execute & 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. 3. If it is a proprietary firm, then the proprietor himself should execute & sign the agreement and his full residential address must be available in the file. <p>Upon submission of security deposit and signing of Agreement, DGVCL shall issue a detailed A/T /order incorporating various terms and conditions.</p>
<p>75</p>	<p>In case due to any technical snag at bidders end or at service providers for e-tendering, the bidder could not submit their on line tender in prescribed time limit, DGVCL is not held responsible for the same and in that case DGVCL will not entertained any request / representation</p>

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: GUVNL / _____
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'Tenderer') wish to participate in the tender No. _____ for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ **Dakshin 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) which is required to **be submitted by the Tenderer along with the Tender.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having 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 immediately on demand in writing from the **Dakshin Gujarat Vij company 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 **Dakshin Gujarat Vij company Ltd.** on behalf of the Tenderer.

We _____ (name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer within its validity or Non-submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Gujarat Urja Vikas Nigam 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 Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the DGVCL.

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

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ **(Date of validity of the Guarantee)**, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

Signature of the Bank's Authorised Signatory with Official Round Seal.

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

FORM OF BANKER'S UNDERTAKING

**[For Performance Guarantee (PG) for supply period
as per Commercial Terms and Conditions of Tender]**

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Dakshin Gujarat Vij company Ltd.** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Dakshin Gujarat Vij company Ltd.** on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

L.O.A. 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 _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (**Date of validity of the Guarantee**), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorised Signatory with Official Round Seal.
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NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

FORM OF BANKER'S UNDERTAKING

**[For Performance Guarantee (PG) for Warrantee Period
as per commercial terms and conditions of tender]**

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Dakshin Gujarat Vij company Ltd.** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Dakshin Gujarat Vij company 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 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 _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ **(Date of validity of the Guarantee)**, all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorised Signatory with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

ANNEXURE – 1

Subject: Supply of _____

Reference: Tender enquiry No.: DGVCL/ /
Due on date: / / 201 .

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.35 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.35 of this tender document), our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Authorised Representatives of
the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

ANNEXURE – 2

I / WE, confirm that following documents are filled in / submitted in the online / e-tendering format of the technical bid.

Sr. No	Details	Confirmation (Tick <input type="checkbox"/> 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	List of Performance certificates as per "Annexure-7"	YES / NO
6	List of Type test reports as per "Annexure-8"	YES / NO
7	Certificate -A	YES / NO
8	Confirmation of DGVCL technical specification	YES / NO
9	Guaranteed Technical particulars submitted in DGVCL Performa only.	YES / NO
10	ANNEXURE - 10	YES / NO
11	ANNEXURE - 11	YES / NO
12	ANNEXURE - 12	YES / NO
13	ANNEXURE - 14:Undertaking in regard to Stop Deal / Black List thereof	YES / NO
14	ANNEXURE-15:Declaration as manufacturer of tender Item/s	YES / NO
15	Important Instruction	YES / NO

ANNEXURE – 3

DETAILS OF THE FIRM

These details are necessary to create the database of suppliers

Supplier Name			
Works/factory at			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Authorized dealer/distributor/Trader/Agent	
Vendor Registration Letter No. & Date			
Vendor Registration Fee for New Entrants/Re-registration		Not applicable/Paid / Not Paid	
Vendor Registration /Re-registration fee paid Date			
Vendor Registration Validity Period		From Date_____ to Date_____	
GST No. and GST Date			
MSEs / SSI Certificate /EM No. and Date			
NSIC/DGS&D/CSPO Certificate No. (Should be revalidated since last 3 yrs.)@			
NSIC/ DGS&D/CSPO Certificate Date. @			
Whether under NSIC/ DGS&D/CSPO scheme. If Yes then Monetary limit. @		Rs.	
Custom No. and Date (If applicable)			
ISO Certification Details			
Name of ISO Certification Agency			
Validity Period of ISO Certification		From Date_____ to Date_____	
Address of	Registered Office	Factory / Works	Authorized Representative (As per cond. no.:40 above)
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			
Specimen signature			

ANNEXURE – 3 (Continued)

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

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

ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

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

@ No. of shift per day in operation at factory/works considered for working out annual production capacity may be mentioned.

ANNEXURE – 5

DELIVERY SCHEDULE

Tenderer should furnish their Delivery Schedule of the tendered items in the following table in online / e-tendering only

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

Sr. No.	Details of the Items / Equipments Offered	Tenderer's Commencement Period as per tender	Tenderer's Delivery Schedule after Commencement period.

Note: The bid will be rejected if offered delivery is more than the requirement of tender, without going in to further correspondence with bidder.

ANNEXURE- 6

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

Sr · No	ITEMS SUPPLIED TO	ORDER REFEREN CE No. & DATE	Nam e of ITE MS	ORDE R QUAN TITY	ORDER FULLY EXECUT ED YES/NO	STATUS, IF ORDER UNDER EXECUTI ON	Qty. on hand if order under execution	REMARK S
A	GUVNL (Formerly GEB) DGVCL/UGVCL/MGVCL/PGVCL/GETCO/GSECL (List of orders to be submitted in EMD Cover Document in physical form. Refer clause no. 8)							
1)								
2)								
3)								
4)								
5)								
B	OTHER STATE ELECTRICITY BOARD:							
1)								
2)								
3)								
4)								
5)								
C	PRIVATE FIRMS:							
1)								
2)								
3)								
4)								
5)								

ANNEXURE – 7

LIST OF PERFORMANCE CERTIFICATES

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

ANNEXURE- 8

LIST OF TYPE TESTS REPORTS

(TO BE SUBMITTED / e-TENDER FORMAT AND ALSO PHOTO COPY DULY NOTARIZED OF EACH OFFERED ITEM AS PER REQUIREMENT OF TENDER TO BE SUBMITTED IN PHYSICAL FORM IN EMD COVER as per clause no. 8)

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.

ANNEXURE – 9

LIST OF THE TENDER DRAWINGS

(TO BE SUBMITTED / e-TENDER FORMAT AND COPY OF EACH AS PER REQUIREMENT OF TENDER IN PHYSICAL FORM WITH E.M.D. COVER as per clause no. 8)

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

ANNEXURE – 10

1	PRICES: [FIRM /VARIABLE]	VARIABLE
2	GST:[In percentage] (Please Specify EXCLUSIVE of Ex-work price/ EXEMPTED/Not Applicable)	_____ %
3	GST: [IN PERCENTAGE] (Please Specify EXCLUSIVE / EXEMPTED/ NOT APPLICABLE) Please quote your GST Registration No. & Date. Goods offered are First sale or second	_____ % First/Second
4	PENALTY TERMS OF TENDER AGREED: (Clause no.:25) (Please Specify YES / NO.)	YES / NO
5	PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF TENDER AGREED: (Cl.no.9)(Please Specify YES / NO.)	YES / NO
6	PERFORMANCE GUARANTEE TOCOVERWARRANTYPERIOD TERMS OF TENDERAGREED: (Wherever applicable): (Cl.no.43) (Please Specify YES / NO.)	YES / NO
7	DELIVERY TERMS OF TENDERAGREED: (Please Specify YES / NO.) (It should not be different than declared / mentioned in Annexure-5) (Cl. no. 23 of comm. T & C and as per schedule-A)	YES / NO
8	VALIDITY OF THE OFFER OF TENDERAGREED (clause no.:10)(Please Specify YES / NO.)	YES / NO
9	PAYMENT TERMS OF TENDER AGREED: (Clause no.:20) (Please Specify YES / NO.)	YES / NO
10	ITEMS OFFERED : Briefdescription :	1.
		2.
		3.
		4.
		5.
11	QUANTITY OFFERED (It should not be different than declared / mentioned in Annexure-4)	1.
		2.
		3.
		4.
		5.

ANNEXURE – 11

Vendors must furnish the below details /documents along with technical.

- (1) List of testing equipments (must have been calibrated up dated) for tender items/s
- (2) List of machinery installed for manufacturing tender item/s
- (3) Annual production capacity (with shift in operation) of each item manufactured
- (4) GST Registration no. and date and issuing authority
- (5) Valid factory license (for manufacturer)
- (6) Registration No.under shops and Estt. Act and issuing authority (if applicable)
- (7) Audited Accounts and financial turnover of last three years of the firm
- (8) Performance reports, if any
- (9) Consent letter from their principals to manufacture such items when ever applicable
- (10) Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC
- (11) Copy of order/s of tender item/s of DISCOM of GUVNL executed in last three years (to be submitted in physical form in "EMD Cover Document" also)
- (12) Copy of order/s of tender item/s of DISCOM of GUVNL and other DISCOM/ SEB, under execution (to be submitted in physical form in "EMD Cover Document" also as per cl. no. 8)

Note: In case of non attachment of mandatory document or submission of wrong document, bid/offer will be rejected out rightly.

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ANNEXURE – 12

TECHNICAL AND COMMERCIAL DEVIATIONS IF ANY TOBE FURNISHED IN THIS ANNEXURE ONLY

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide technical and commercial deviations if any are to be furnished.

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 item/s of the tender along with online Technical)

We accept and undertake that Company is authorized to place LOA/Purchase Order at lower 'unit ex-works price with GST on ex-works price' than the 'unit ex-works price with GST on ex-works price' quoted/offered by us in the present tender of COMPANY for tendered item/(s) with similar specifications as per the above tender of COMPANY, which is quoted/offered to other subsidiary company of GUVNL, during the period of past 30 days from last date of submission of this tender to next 30 days after the last date of submission of bid of this tender by COMPANY.

We also understand that LOA /Purchase Order placed by one Subsidiaries of GUVNL on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender by other Subsidiaries of GUVNL, if it is not within period mentioned above.

I / We accepts above undertaking.

ANNEXURE – 14

Sub: Undertaking in regard to Stop Deal / Black List Thereof.

Ref: Tender No.: DGVCL / / / /
.....

I / We _____

authorized signatory of M/S _____ here by

certify that M/S _____ is not stop deal /

black listed by GUVNL and or their any subsidiary company viz. GSECL / GETCO / DGVCL /

DGVCL / UGVCL / PGVCL for the tendered item.

ANNEXURE-15

Ref.:

Date:

"I / We declare that we are manufacturer for all the tendered items".

Confirm / Not Confirm: _____

Name of Bidder / Manufacturer: _____

Address of the works: _____

Tender for Supply of _____

Tender No. DGVCL/
Due On:

On Firm's Letter Head

CERTIFICATE – "A"

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

Seal of the Firm

Signature of the Tenderer
With Designation

Place:

Date:

DAKSHIN GUJARAT VIJ COMPANAY LTD.
REGD. OFFICE: Corporate Office, " Urja Sadan", Nana Varachha Road, Kapodara Char Rasta,
SURAT-395 006,
Tender No. DGVCL/

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 DGVCL 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.35 of this tender document) in the offer from DGVCL Tender Specification.** I undertake to abide by DGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per DGVCL 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 DGVCL, 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 DGVCL specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then DGVCL 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.

VENDOR REGISTRATION APPLICATION FORM:

1	Details of Firm	
a	Name of the firm	
b	Year of Establishment	
c	The date of commencement of Commercial production.	
d	PAN / TAN No. (Attach certified copy).	
e	GST No.	
2	Address of the factory/works from where material will be supplied	
a	Full Address:	
b	Telephone No.	
c	Fax No.	
d	e-mail I.D.	
3	Address of the registered office.	
a	Full Address:	
b	Telephone No.	
c	Fax No.	
d	e-mail I.D.	
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.	
6(b)	Details of registration non refundable fees of Rs. _____ vide D.D. No. _____ dated _____ issuing Bank _____	

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, along with the date of assessment of said value.	
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.				
	Sr. No.	Designation	Name	Qualification	Experience
	a	Managerial			
	b	Production / Work Staff			
c	Quality Control Staff				
23(b)	Other Personnel working in the factory and their experience.				
	Sr. No.	Designation	Name	Qualification	Experience
	a.	Skilled			
	b.	Unskilled			
c.	Other				
24(a)	Is testing record maintained and if so, since when.				
24(b)	Type tests as per Standards (This is must for registration)				
25	Method adopted for Quality Control				
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)				
29(b)	Maximum production per annum (in qty. as well as value) achieved so far.				
30(a)	Details of order executed indicating quantity, value for each item / materials to be registered for supply, self certified statement to be attached.				
	Purchaser's name				
	Order No. & Date				
Quantity supplied till actual completion Date					

30(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	

Round Seal of Firm

Date:

Place:

Signature of the authorized
Person/Representative of the
Firm with designation

Sr. No.	List of Notarized Documents Required for Vendor Registration
1	List of items / materials to be registered for supply with rating / description. The relevant IS number shall be mentioned.
2	Partnership deed or Memorandum of Article of Association.
3	Complete Audited balance sheet of last three year
4	Factory License
5	Registration Certificate
6	ISI / BIS / International Licenses
7	List of Machineries.
8	List of testing equipments
9	List of order executed (for each item to be registered) along with details of highest single value order give up name of purchase, order no. & date & date of supplies.
10	ISO 9001 certificates.
11	Copy of Pan Card
12	Telephone / Electricity bill (Xerox Copy)
13	Type test report for each ratings/size of items to be registered not older Seven years.
14	Approved plan & site sketch of factory.
15	If premises are on lease base / rental base, registered documents are required.
16	Name and address of all the Partners / Directors.
17	The complete details of Partners / Directors involved in other company.
18	Declaration that, none of the Partners or Directors is/are either a partner or on Board of an entity, which is in default to GUVNL or any of its subsidiaries.
19	GST No.

Dakshin Gujarat Vij Company Limited, Surat
SCHEDULE –'B' (PRICE-BID FORMAT)
 (To be filled in On Line/e-tender format only)

Name of the Tenderer:

Tender No.

Sr. No	Description of material/Services with detail Specification	HSN/SAC Code of the Material/ Services	GST Rate with Cess if any	Tender Quantity	Quantity Offered By the Tenderer In Nos.	Unit Ex-works price in Rs.	Unit freight, packing and forwarding charges in Rs.	Unit Insurance charges in Rs.	Total Unit FOR Destination cost in Rs.	Unit GST with cess if any in Rs.	Unit Total end cost with GST	Total F.O.R Cost in Rs.	Total end cost in Rs.
1	2	3	4	5	6	7	8	9	10 (7+8+9)	11	12(10+11)	13 (6x10)	14 (6x12)

Remarks:

1. Applicable GST rates needs to be mentioned in column 4 above and in case of tenderers opting for Composition Scheme "C" shall be mentioned and amount (in Rs.) shall be "0" in column 11.
2. I/We agree to supply the articles noted above at the rates herein tendered by me/us subject to condition of tender and supply at the Tender inquiry which I / We have carefully read and which I/ We have thoroughly understood and to which I/ we agree.
3. I/ we hereby agree to keep this offer open for 120 days after returnable day of tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Date:

Yours Faithfully

(Signature of Tenderer)
 (With Company's Round Seal)

DISCOM wise Jurisdiction Map for Vendor registration Out side Gujarat

