

SECTION 1: INSTRUCTION TO BIDDERS

1 Introduction

This part, Instruction to Bidders (ITB), Section-1 of the Bidding Documents provides the information necessary for bidders to prepare responsive bids for **“Expression of Interest for Empanelment of Learned Advocates / Advocates OR Attorney Firms (IP Firms) for Intellectual Property (IP) rights & related matters of Gujarat Power R&D Cell, (GPRD Cell), GUVNL, Gandhinagar & GUVNL’s subsidiary Companies/clients.”**

The Uttar Gujarat Vij Company Limited (UGVCL) invites expression of interest from the firms dealing in filing and prosecution of Intellectual Property. The selection and empanelment of the IP firms will be based on an internal evaluation process. UGVCL, Mehsana reserves the rights to shortlist firms at any point of assessment of their credentials for the empanelment. The advertisement does not constitute and will not be deemed to constitute any commitment on the part of UGVCL, Mehsana for the empanelment. UGVCL reserves the right to reject any EOI if it is not in the given format, at any time, a material misrepresentation is made or uncovered, or the firm does not respond promptly and thoroughly to request for supplementary information required for the evaluation of the EOI. This panel of IP advocates / Attorneys will be utilized by GPRD Cell for protecting the intellectual property generated in the respective organizations. This empanelment of the IP firms may also be used by any subsidiaries of GUVNL i.e. GSECL, GETCO, DGVCL, MGVL, UGVCL, and PGVCL. The UGVCL, hereinafter called 'Owner' will receive bids in respect of equipment to be furnished and erected as set-forth in the accompanying terms & conditions. All bids shall be prepared and submitted by bidders in accordance with instructions.

About GPRD Cell.....

The Gujarat Power Research & Development (GPRD) Cell of GUVNL established on April 29, 2016, the GPRD Cell is currently working through Indian Institute of Technology-Gandhinagar, Palaj. The GPRD is a central research center established by the Government of Gujarat for the R&D requirements in the power sector for Gujarat Urja Vikas Nigam Limited (GUVNL) and its subsidiary Companies. The subsidiaries of GUVNL are GSECL, GETCO, DGVCL, MGVL, and PGVCL. The Cell is working under Gujarat Urja Vikas Nigam Limited (GUVNL) and is funded by the Government of Gujarat through GUVNL. GUVNL is a parent holding Company for GSECL, GETCO, DGVCL, MGVL, UGVCL and PGVCL. GSECL is looking after the electricity generation, GETCO is looking after the transmission of electricity and DGVCL, MGVL, UGVCL and PGVCL are electricity distribution Companies looking after the distribution, operation and maintenance of electricity up to the consumer level in the state of Gujarat.

The Cell is equipped with necessary infrastructural facilities, manned with fully dedicated engineers having aptitude and who can deploy their skills, expertise and attention to research activities. The Study, Development and Experiments are carried out for innovations, updating or further improvement in designs of different type of materials, services being used in the power sector, improvement in the network components and efficiency, safety implementation of automation, IT enabled applications, cultivation of renewable energy resources, exploring energy storage, Electric Vehicles etc.

The Cell has been functioning on numbers of projects for Research and Development, which can get us the systems / devices / equipment / software to enhance the network parameters of the utilities. The GPRD Cell is working and developing certain concepts, ideas, software, systems and devices, which are new to the field. The Cell finds those innovations worth for Patent, Design, Copyright and Trademark, etc. Besides maintaining the confidentiality of the activities within the internal and external stakeholders, some legal formalities and the documentation are also required during the R&D process. It is also the need of the time to secure the interests of GUVNL and its

subsidiaries while working with any or all of the above. The research and development by the GPRD Cell needs to be protected by making certain and precise MoUs /Agreements with the respective counterparts for its IPR, Industry partners, StartUps, Educational Institutes, etc.

The GPRD Cell would like to procure the services of the learned Advocates/Advocates Firms (IP Firms) currently dealing in Intellectual Property Rights matters for its above mentioned activities more specifically listed in the 'Scope of Work'. The technical specifications, allied requirements and scope of services are given in Appendix.

2 General Instruction

- 2.1 The Chief Engineer (P&P), Uttar Gujarat Vij Company Limited (UGVCL), having its Corporate Office at, Visnagar Road, Mehsana-384001, Gujarat, India., hereafter called the "UGVCL" intends to invite Bid for Expression of Interest for Empanelment of Learned Advocates / Advocates Firms (IP Firms) for Intellectual Property (IP) rights & related matters of GPRD Cell, GUVNL and other subsidiaries of the GUVNL if requires
- 2.2 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected without any intimation.
- 2.3 The works referred herein shall cover the entire scope of work mentioned in tender document which the GPRD Cell, GUVNL, Gandhinagar desires to get executed.
- 2.4 The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.
- 2.5 Bidders are required to submit the technical bid and Financial Bid in the separate envelopes only. Also, the Documents towards payment of Tender fee and Earnest Money Deposit (EMD) should be kept in the separate EMD Envelope only. First, the EMD cover will be opened and if the documents towards payment of Tender fee and EMD are found in order then only envelope of technical bid will be opened. All those who are found technically competent to carry out the job will be considered as qualified bidders and only their financial bid will be opened.
- 2.6 At any time prior to the deadline for submission of bids, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, may modify the terms and conditions by issuing addenda in the UGVCL & GPRD Cell website, bidder must be vigil as this addenda's will be uploaded only.
- 2.7 UGVCL & GPRD Cell reserves the right to spread the order, if required.

3 Bid Submission and Contents of Standard Bidding Document:

- 3.1 The Bidders must ensure that all the schedules are completely filled in their Bids and the information called for is given in totality. A set of complete Bid documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of Bid documents. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.
- 3.2 The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition, the left-hand corner of the envelope or container should indicate the Bid number and the bid opening date and time.
- 3.3 The Bidder has to send the Bids by Registered Post or Speed Post only.
- 3.4 Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.
- 3.5 The UGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.
- 3.6 The bid evaluation shall be clearly as per three different stages as mentioned in the Schedule-A of this tender document.

4 Eligibility Criteria

The IP firms willing to be empanelled for these tasks shall fulfill the following criteria (further tabulated in Section VII of this EOI for evaluation) and shall provide satisfactory proof regarding the same:

- 4.1 The IP Firm should be of good standing and have an experience of at least 07 years in the practice of Intellectual Property Rights, Trade Marks, Copyrights, Design, Contract Act and other related matters and General laws clients-based services within India and/or abroad.
- 4.2 The IP firm should have minimum seven years of existence as an Indian entity.
- 4.3 The IP firm should possess professional expertise in handling all forms of intellectual property protection measures viz., patents, Industrial designs, trademarks, copyrights, Semiconductor Integrated Circuit layout & designs and geographical indications.
- 4.4 The IP firm must have the requisite infrastructure and in-house capability.
- 4.5 The IP firm must be having profits in the last three years.
- 4.6 The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
- 4.7 The IP firm should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services.
- 4.8 The IP firm which is going to be empanelled by UGVCL for the GPRD Cell will sign an undertaking for providing the services to the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies/clients as per the final rate arrived at for the respective schedule of services.
- 4.9 The IP firm that will be empanelled will enter into a 'Confidentiality and Non-Disclosure Agreement' with the GPRD Cell for maintaining strict secrecy and confidentiality about the clients of the GPRD Cell and information shared by the GPRD Cell and its clients.
- 4.10 The IP firms empanelled by UGVCL will provide quality services within reasonable time frames. However, if at any point of time it is found that the services are not satisfactory and there is any delay in the services, the GPRD Cell has right to terminate their empanelment through UGVCL.
- 4.11 The IP firm shall require having technical experts, preferably minimum graduate engineers, in the field of Mechanical, Electrical and Electronic & Communication discipline. The firm should have a minimum of one technical expert in each discipline mentioned.
- 4.12 The IP firm shall require have qualifying and experiencing patent professionals who can appear before the patent office and should have a team of qualified and experienced advocates having experience in intellectual property litigations and general laws and should have appeared in various District courts, Commercial courts, High court/s, and Supreme Court.
- 4.13 The IP firm shall require to have minimum 3 patent Agents in the firm, with experience in drafting the patents and prosecutions, having successfully done prosecutions till the grant of the patent.
- 4.14 The IP firm shall require to have experience in filing Patent Common Treaty (PCT) applications and should be conversant with the PCT rules and regulations of the World Intellectual Property Organization (WIPO)
- 4.15 The IP firm shall require having experience in the prosecution of patents in the foreign countries.
- 4.16 The IP firm shall require having experience in the management of Patent Portfolio.
- 4.17 The IP firm shall require having vast experience of drafting the common and specific MoU, Collaborative Agreements, License Agreements, Contract, Agreements, other requirements for Trade Mark, Copy Rights, Design etc. to cover and secure the interests of the client. Preferably, it should have worked with any such organization.
- 4.18 The IP firm shall require filing the application in any court, here and abroad, for any encroachment over the secured interests of the client.
- 4.19 The IP firm shall be able for prosecution & litigation of patents to defend the secured interests of the client, within India and abroad.

- 4.20 The IP firm shall preferably, be located in the city of Ahmedabad OR Gandhinagar near the GPRD Cell functioning office.

5 Profile and Business Competencies of the IP Firms:

- 5.1 Full Name of IP firm, web address, telephone number, etc.
- 5.2 Complete address of the main office and all branch offices across the country along with telephone numbers and email addresses of the firm.
- 5.3 Place of work: Owned / Leased.
- 5.4 Date of establishment and Registration of the IP firm.
- 5.5 Legal status of the IP firm (attach attested copies of original document).
- 5.6 Particulars of registrations/certifications if any with various government/non-governmental bodies (attach attested photo copies).
- 5.7 Particulars of the membership of Bar Council (if partnership, for all partners).
- 5.8 Articles and memorandum of association (if any) of the IP firm.
- 5.9 Partnership agreement between the firm and its partner(s) clearly highlighting the scope of work for each.
- 5.10 Details of PAN (Permanent Account Number) of IP Firm, GST # (Tax deduction and Collection Account Number) and other Important Registration numbers may also be provided. If being a proprietor of Law offices and IP firms; if firms falls under Non Eligibility of GST Registration; then bidder have to submit notarized self-declaration of Non Eligibility for GST Registration (own format may use).
- 5.11 Balance sheet for last three financial years duly signed by the Advocate/IP Firm, to be certified by Chartered Accountant, if required under any law for the time being in force.
- 5.12 Complete list of all the assignments along with names of clients (Individual Inventors / Government / Private) handled by the IP firm during the last three years.
- 5.13 Area(s) of Specialization: (Patents / Trademarks / Copyright / Designs / Geographical Indications / Litigation / Opposition / Contracts / Other IP related activities).
- 5.14 Number of professionals (Partners/Associates) presently employed with the firm for patent related IP work in various fields and their profiles:

Sr. No.	Name of the Professional	Qualification	Patent Agent's registration No.	Area of expertise	Experience (No. of years)	Number of cases held (Specify whether it is for Copyright, Trade mark OR Patent OR Any other IP form, Litigation / Opposition)

- 5.15 Any other important / relevant information.
- 5.16 The bidder / bidding firms shall also require to submit the below mentioned written consent prescribed as "Format for Submitting Proposal".



Format for submitting proposal
(on letter head)

Ref.:

Date:

To,
Chief Engineer (P&P),
Uttar Gujarat Vij Company Limited,
Regd. & Corporate Office,
Visnagar Road, Mehsana – 384001

Sub: Submission of Expression of Interest for Empanelment of Advocates/Advocates Firms (IP Firms) for Intellectual Property Rights by the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies/clients

Sir,

I/We have carefully read the Tender No. _____ dated _____ inviting Expression of Interest for Empanelment of Intellectual Property (IP) Firms for GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies/clients. Having found myself/ourselves satisfying eligibility criteria given for the above work and being desirous, I/we hereby submit the EOI with separate envelope for Technical Bid and Financial Bid.

1. I/We hereby certify that all the statements made and information provided in EOI are true and correct.
2. I/We have furnished all information as required in "Profile and Business Competencies of the Firm" and "Technical Evaluation Criteria" which is necessary for EOI and have no further pertinent information to supply.
3. I/We also authorize UGVCL and Gujarat Power Research & Development Cell to approach individuals, employees, firms and institute to verify our competence and general reputation.
4. I/We will make comprehensive presentations before officials of UGVCL and GPRD Cell at various stages to explain the functioning and other matters necessary for the empanelment of the IP firm.
5. I/We submit the following tech documents in support of our suitability, technical know-how and capability for having successfully completed the following as signments.

Signature(s) of Applicant(s)

Seal of Firm

No. of Enclosures:

6 Scope of Work:

Scope of Work for Expression of Interest for Empanelment of Learned Advocates / Advocates Firms (IP Firms) for Intellectual Property (IP) rights & related matters of GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients is as below:

- 6.1 IP Management including drafting, filing, prosecution, opposition, maintaining and Licensing of Intellectual Property (IP) rights & related matters in India and Abroad.
- 6.2 Patent Searches such as Patentability search, Patent Validity Search, Patent Landscape Search, Freedom to Operate (FTO) Search, Invalidity / validity and State-of-the-Art Search.
- 6.3 Application and requisite process for registration of IPR under relevant IP Act (Trade Marks Act, 1999, The Patents Act, 1970, The Copyright Act, 1957, The Designs Act, 2000, The Geographical Indications of Goods (Registration and Protection) Act, 1999, The Semiconductor Integrated Circuits Layout Design Act, 2000, The Protection of Plant Varieties and Farmers' Right Act, 2001, The Information Technology Act, 2000 and other general laws etc.)
- 6.4 Aspects such as opposition, revocation and restoration of IP and any other proceeding under the relevant IP Act and other IP management matters in India and Abroad.
- 6.5 Handling foreign patent application for filing / IP securing.
- 6.6 Representing before the Offices of Controller/Registrar, Board/Appellate Board in India, miscellaneous actions under the relevant IP Act and general laws that mentioned in above item no.6.3.
- 6.7 Securing registration and maintenance of patent, copyright, design, trademark, layout design Geographical Indications, Litigation, Opposition, Contracts, Agreements, MoUs and others
- 6.8 Handling IP infringement cases
- 6.9 Interaction with GPRD Officials / inventors / Industries / Manufacturers / Start Ups / Educational Institutes / GO / NGO / NPO / related legal entities, etc.
- 6.10 All allied matters and all matters incidental to and arising out of the above.
- 6.11 Providing legal opinion/s on IPR matters referred by GPRD Cell GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients from time to time.

7 Standard & Regulation

IPR under relevant IP Act (Trade Marks Act, 1999, The Patents Act, 1970, The Copyright Act, 1957, The Designs Act, 2000, The Geographical Indications of Goods (Registration and Protection) Act, 1999, The Semiconductor Integrated Circuits Layout Design Act, 2000, The Protection of Plant Varieties and Farmers' Right Act, 2001, The Information Technology Act, 2000 and other general applicable laws etc.) and any other related acts and various amendments thereof.

8 Bid Price

- 8.1 The bidder shall quote in the appropriate schedule of bid form on item rate basis. However, the Bidder should indicate in the Schedule B (i.e. Price Bid), and percentage tax as applicable, which is a must.
- 8.2 If the bidder have opted for the Composition scheme of GST, the same must be clearly specified with valid declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. Price) mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier / contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
- 8.3 The offered prices to be indicated in physical form as per Schedule B of this tender.
- 8.4 Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

8.5 The Bidder / bidding firms participating in the bid process has to compulsory quotes fees for all services mentioned in Schedule – B. Any price – bid having no quote for any of their services will be disqualified for further process.

8.6 Price Evaluation shall be done on basis of total end cost with tax of Price Bid Formats.

9 Amendment Bid

- 9.1 At any time prior to the deadline for submission of bids, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by a respective bidder, modify the bidding documents by amendments.
- 9.2 The amendment will be notified on Websites only. UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.
- 9.3 Such amendments, clarification etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents (duly signed) as a part of the bid.

10 Clarifications on Bid Documents and Pre-Bid Meeting:

- 10.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to UGVCL at his mailing address indicated in bidding Documents.
- 10.2 Similarly, if a Bidder feels that any important provisions in the documents, such as Governing laws, Taxes and Duties, Limitation of Liability, Settlement of Disputes, Arbitration, Form of Contact & Agreement, Price Adjustment, Payments Terms, will be unacceptable, such an issue should be raised as above.
- 10.3 UGVCL, then, will issue interpretation(s) and clarification(s) as he may think fit in writing or modification of the Bidding Documents that it receives no later than Three (03) days prior to date of Pre-bid meeting. The UGVCL shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification received from the Bidder shall not be a ground for seeking extension in the deadline for submission of Bid. Verbal clarification and information given by UGVCL or his employee(s) or his representative(s) shall not in any way be binding on UGVCL.

11 Language of the Bid

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

12 Effect & Validity of Bid

The bid should be kept valid for a period of 120 DAYS from the opening date of the technical bid. Bid submitted by the bidder shall remain valid for acceptance for a period of 120 days from the date of opening of the financial bid. The Bidders shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's Earnest Money Deposit shall be forfeited by the UGVCL.

13 Earnest Money Deposit

- 13.1 The amount of EMD as per the Schedule-A of this tender document is payable by Demand Draft in favor of the Uttar Gujarat Vij Company Limited (UGVCL) payable at Mehsana on any scheduled / Nationalized banks or through Bank guarantee from any scheduled / nationalized bank decided by Government of Gujarat time to time.

- 13.2 EMD of the successful bidder to whom a contract is awarded will be returned after the signs the contract / agreement.
- 13.3 If the successful bidder fails to signs the contract / agreement within 15 days after the date of LOA of the contract or fails to sign the contract / agreement, then the EMD amount will be forfeited by UGVCL without any notice or proof of damages etc.
- 13.4 The EMD of all unsuccessful bidders will be returned after the award of the contract / agreement.
- 13.5 No interest will be payable by the UGVCL on the above Deposit.
- 13.6 Validity of EMD (six) is 6 months from the date of submission of bid.

14 Information Required with the Proposal

- 14.1 The Bidders, along with his proposal, shall submit all the relevant documents.
- 14.2 The Bidders must have to submit all the documentary evidence as per eligibility criteria.
- 14.3 The bids must clearly indicate all the parameter as per Clause No. 5 of Section – I.
- 14.4 Oral statements made by the Bidder at any time regarding quality, quantity or any other matter will not be considered.
- 14.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 14.6 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.
- 14.7 Any deviations furnished by the Bidder are not agreeable to UGVCL, the offers may be ignored. However, it will be solely at UGVCL discretion to consider the deviation OR not for considering the Bidder. No correspondences of the Bidder after opening of the bid will be entertained in this matter.

15 Delayed and Late Bids

No Bid shall be accepted/opened in any case which are received after due date and time of the receipt of Bid irrespective of delay due to postal services of any other reasons and UGVCL shall not assume any responsibility for late receipt of Bid. Any correspondence in the matter will not be entertained.

16 Rejection of Bid

- 16.1 The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of Bid not as per the specification will be at the Bidders risk may result in rejection.
- 16.2 The offer is liable summarily rejected, if it contains Deviation / Addition / Alternations / Omissions in bidding schedules or deviation and contradictions to the terms and conditions specified in this Bid.

17 Relationship with Bidder

Every bidder should, at the time of submission of bid, give a declaration as under.

"If in any Bidder Company / firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his / her relative as defined in Section 2(77) of the

Company's Act. 2013 is 10 percentages or more, the tendering Company will not deal with such Company / Firm at all.

Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the Bidder."

18 UGVCL'S Right

- 18.1 The UGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
- 18.2 The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal.
- 18.3 UGVCL reserves the right to split the contract into two or more bidders. In such cases, the term for completion period will be negotiated and reduced proportionate to the order quantity/value.
- 18.4 In case of any doubt or interpretation of the terms and condition, the decision of the CHIEF ENGINEER (P&P), Uttar Gujarat Vij Company Limited (UGVCL) will be final and binding upon the Bidders and no dispute in this regard will be entertained.
- 18.5 UGVCL reserves the right to accept any bid or reject any or all Bids or cancel / withdraw RE-INVITATION to bid without assigning any reason. Such decision of the UGVCL shall not be subject to question by any Bidders and the UGVCL shall bear no legal liability whatsoever for such decision.

19 Signature of Bidder

- 19.1 The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.
- 19.2 Bids by corporation / company must be signed with the legal name of the corporation / company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- 19.3 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.
- 19.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 19.5 The Bidder's name stated on the Bid shall be exact legal name of the firm.
- 19.6 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

20 Understanding & Clarifications on Documents & Specifications

- 20.1 The Bidder is required to carefully examine all the Bid Documents, Technical Specifications and Terms & Condition or any other terms & conditions and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation / clarification by the UGVCL. The UGVCL will issue interpretation and clarifications, if required.
- 20.2 Verbal clarifications and information given by the UGVCL or his employee(s) or his representative(s) shall not in any way be binding on the UGVCL.

21 Price Basis Currency & Payments

Bidder shall indicate bid prices in Indian Rupees only.

22 Evaluation & Comparison of Bids

- 22.1 Generally, the bids received and accepted will be evaluated by the internal evaluation process of the UGVCL.
- 22.2 The UGVCL will examine the Bid to determine, whether they are complete, whether they meet all the conditions of the Contract / Agreement, whether required Bid fee, Bid EMD and other required documents have been furnished, and whether the Bids are generally in order. Any Bid not fulfilling these requirements shall be rejected.
- 22.3 The bidders shall submit the relevant documents as prescribed in commercial and technical details as documentary proof for evaluation of their commercial and technical Bids.
- 22.4 The technical eligibility will be decided upon evaluation of documents submitted by bidders / bidding firms.
- 22.5 UGVCL can ask shortfall documents / clarifications / confirmation from bidders after opening of Technical Bid if required, at its sole discretion.
- 22.6 The UGVCL will evaluate and compare the financial rates quoted in the price schedule / BOQ of Bids of those bidders whose commercial and technical Bids are found responsive as per the conditions of the Bid.
- 22.7 Price Evaluation shall be done on basis of total end cost with tax of particular services of Price Bid Formats. OR UGVCL will preparing a master sheet of all the technically qualified bidders listing the schedule of services and the respective quotes submitted by each bidder. UGVCL will select the lowest quote of each of the services quoted by any of the qualifying bidder and subsequently a statement would be made listing all the schedule of services for each of the IPs with the lowest quoted against the respective schedule of services. Bidder which agrees for the above rate schedule may be invited for further discussion for the finalization of empanelment of IP firms.
- 22.8 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its Bid shall be rejected and its Bid security may be forfeited.

23 Arithmetical Errors

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price of all services, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.

However, the UGVCL shall be entitled to award the contract at the lowest of the prices arrived at from various schedules, identified for that purposes, in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.

24 Award of Contract

- 24.1 Notification of award of contract will be made in writing to the successful bidder by the UGVCL.
- 24.2 The empanelment of Advocate / Advocate firms is for Intellectual Property Right for GPRD Cell GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients. The acquisition of services

shall be initially for a period of two years from the date of the order. However, if the performance is found to be satisfactory, renewal of the same for a further period (whatever it) may be considered at the sole discretion of the UGVCL / GPRD Cell. Hence, empanelment of Advocate / Advocate firms has to provide service as and when requirement for the items mentioned in Schedule – B.

- 24.3 The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and UGVCL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A The responsive bid is one which accepts all terms and conditions of these specifications and documents without any modifications.
- 24.4 UGVCL shall not be bound to accept the lowest or any Bid and reserves to itself the right of accepting the whole or a portion of any of the Bid as it may deem fit, without assigning any reason thereof. The UGVCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the UGVCL's action.
- 24.5 Any approach / canvassing etc. official or otherwise by the bidder or his / their representative / agent to influence the consideration of their Bid shall render the Bid liable to summary rejection.
- 24.6 In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the bids of such bidders shall be summarily rejected.

25 Notification of Award

Prior to the expiration of the period of bid validity, the UGVCL will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

The UGVCL shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

26 Signing the Contract Agreement

The successful bidder should sign the Contract / Agreement within 15 days after receipt of LOA.

27 Agreement

- 27.1 The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee.
- 27.2 The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between CE (P&P) & the authorized representative of successful bidder as mentioned hereunder.
- 27.3 On approval of the offer of successful Bidder, a Agreement is required to be entered into between the CE (P&P) and the successful Bidder.
- 27.4 Any other agreement as per terms and conditions of tender documents.
- 27.5 From the successful Bidder's side, the Agreement can be signed by the Authorized Representative as under:
- 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;
 - If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to

execute and sign the Agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &

- If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.

Upon signing of Agreement, UGVCL shall issue a detailed order incorporating various terms and conditions.

28 Jurisdiction of Contract

The laws applicable to the contract shall be the laws in force in India. The courts at **Ahmedabad**, Gujarat State only shall have **exclusive jurisdiction** to adjudicate/decide any disputes / differences or matters, whatsoever, arising out of or concerning this acquisition of services order.

29 Completion Period

The empanelment of Advocate / Advocate firms is for Intellectual Property Right for GPRD Cell GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients. The acquisition of services shall be initially for a period of two years from the date of the order. However, if the performance is found to be satisfactory, renewal of the same for a further period (whatever it) may be considered at the sole discretion of the UGVCL / GPRD Cell. Hence, empanelment of Advocate / Advocate firms has to provide service as and when requirement for the items mentioned in Schedule – B.

30 Cartel

If, the UGVCL during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the UGVCL being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the UGVCL without assigning any reason thereof.

Besides the above the purchaser UGVCL, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.

31 CONFLICT OF INTEREST AMONG BIDDERS /AGENTS

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) they have proprietor / partner(s) / Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative / agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid; give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.

SECTION 2: CONDITIONS OF CONTRACT

1 Terms and Conditions

The successful law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall have to agree to the following terms and conditions:-

- 1.1 The acquisition of services shall be initially for a period of two years from the date of the order. However, if the performance is found to be satisfactory, renewal of the same for a further period (whatever it) may be considered at the sole discretion of the UGVCL / GPRD Cell.
- 1.2 The fee structure once finalized, shall be in force for the 2 (two) years from the date of the order for the Patent Application, the fees shall be applicable as per the order till the final result of the Patent. The conditions finalized for the payment shall be invariably adhered to, till the effect of the order.
- 1.3 Retainer fees or any other miscellaneous charges fees or fee shall not be paid.
- 1.4 The fees for the document draft preparation shall be paid after the finalization of the draft. It shall be paid in one stack.
- 1.5 The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys and their team shall be available for oral consultations at their office in Ahmedabad/Gandhinagar at a convenient time for both the parties, preferably during the office hours for which no remuneration OR retainer fees or any other miscellaneous charges or fee will be charged.
- 1.6 The Government fees during the patent process shall be paid as actual and against the claim with the submission of original receipt for the same. The advocate fees shall be paid after completion of the stage wise activity on producing the bill on time to time basis.
- 1.7 The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall make keen pursue to the Patent application filed and shall see, in all respect, that it gets through. He shall, also, be required to keep informed of the updates of the application/s registered, to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies. While all care shall be taken to protect the interest of the GPRD Cell- GUVNL Gandhinagar & GUVNL's subsidiary Companies, it shall also see that no futile expenditures are incurred to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies. The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies shall have its own discretion not to make payment to such expenditure, which are conceived futile.
- 1.8 The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall be required to submit the updates at each of the application filed, preferably quarterly & time to time, in the

- prescribed format to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies.
- 1.9 The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall also submit an "Annual Status Report" (ASR) in the prescribed format in force from time to time to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies before the 10th April of each year giving therein details of all pending cases of the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies with him / her as on 31st March of each year, in addition to any other information / details as may be called for by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies from him/her from time to time. The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall not be entitled to claim any charges or fees for submission of such details.
 - 1.10 The Certified copies of the order and related patent documents shall be obtained and submitted to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies by the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys, as soon as it is published. The post order activities, if any, shall be taken up by the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys immediately; in consultation with the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies.
 - 1.11 The Advocate / the Law firm / the Bidder shall not submit any matter or detail to the IP department except with the prior written consent of the Competent Authority of the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies.
 - 1.12 In future whenever requires, the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies may create a panel of the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys for the aforesaid works related to the principle subject of the services required. The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies reserves all the rights to create such panel, assign work to any of the empaneled law firm / associates /Company, Advocate, Patent & Trademarks Attorneys, to transfer any of the case initially assigned to any other law firm / associates /Company, Advocate, Patent & Trademarks Attorneys which may be in the panel OR not. The transfer of a case shall cease to the further payments to the former law firm / associates /Company, Advocate, Patent & Trademarks Attorneys.
 - 1.13 The acquisition of the services of the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys for the aforesaid core subject shall be terminated if,
 - 1.14 The response of the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys is felt sluggish, irresponsible or destructive at one or more instances.
 - 1.15 The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys fails to submit the quarterly progress report and whenever it requires in the three consecutive instances..
 - 1.16 The interests of the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies are not secured and the undue benefits get passed to other entity.
 - 1.17 The acquisition of the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys services can be terminated by GPRD cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies without assigning any reason thereof in which case the law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall not be entitled to claim any compensation / damages from GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies.
 - 1.18 The law firm / associates /Company, Advocate, Patent & Trademarks Attorneys shall no right to terminate their services during the contract /agreement period, if he does so, then he shall be liable to fulfill the loss to GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies if any.

Please note that **unless** the letter confirming the acceptance of the aforesaid conditions from the respective law firm / associates /Company, Advocate, Patent & Trademarks Attorneys, along with the offer, the offer shall be disqualified and shall not be considered for further evaluation without any intimation.

2 Change in Laws and Regulations

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion, the Contract / Agreement Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract / Agreement. However, these adjustments would be restricted to direct transactions between the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients and the Bidder and not on procurement of raw materials, intermediary components etc. by the Bidder for which the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

3 Dispute Resolution

- 3.1 Any dispute and/or difference arising out of or relating to this contract / agreement will be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved by joint discussions, then, the matter will be referred for adjudication to a Sole Arbitrator.
- 3.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time and rules formed there under.
- 3.3 The cost of arbitration shall be borne by the respective parties. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work / service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Gandhinagar only.

4 Regulation of Government Authorities & Statutes

- 4.1 The Contractor/IP firm shall comply with all the rules and regulations of Government Bodies during the performance of his field activities.
- 4.2 All initial registration and statutory inspection fees towards Government Bodies, if any, in respect of his work pursuant to this Contract / Agreement shall be reimbursed.

5 Taxes & Duties

- 5.1 Bought out items from vendors/sub-suppliers:
All levies, duties, GST and Cess etc. payable on equipment/material components, sub-assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the UGVCL.
- 5.2 UGVCL's GSTIN Registration Nos. is as under;
GSTIN: - 24AAACU6551F1Z1
- 5.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.
- 5.4 "In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay new tax or duty, then the owner shall reimburse the contractor the new tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner."

- 5.5 At the time of payment, statutory deduction will be made as per applicable rules and rates for TDS, WCT, welfare cess etc. All other statutory liabilities towards contract will be on the part of contractor.
- 5.6 Before quoting, the bidder may ascertain from the concerned tax authorities of Government the applicability of GST and Cess, etc. in respect of this work. No separate claim in this regard will be entertained by the UGVCL, as it is the responsibility of the Bidder to pay all these taxes.
- 5.7 **Goods and Service Tax (GST):**
The F.O.R. destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST/ and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).
- 5.8 The Bidder shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that The Bidder has not claimed Refund of any applicable GST/ and Cess, charged to GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST/ and Cess, is claimed by you, it will be immediately passed on to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients, without making any specific Claim, for the same, either from the Department or from The Bidder.
- 5.9 The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
- 5.10 If the Bidder has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Bidder from Composition scheme during the tenure of the contract / agreement, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder. In no case additional amount towards tax or otherwise will be paid / reimbursed to Bidder. Further Statutory Variation clause will not be applicable in case of Bidder has opted for Composition Scheme under GST.
- 5.11 Bidder should charge GST in Invoice at the rate as agreed to mention in acceptance of Bid only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the Bidder.
- 5.12 Further, the The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Bidder within the stipulated time limit.
- 5.13 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract / agreement, the provision of UGVCL's statutory variation clause shall apply.
- 5.14 **Input Tax Credit Benefit**
In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs/input services under the ambit of the Input Tax Credit

provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients and Bidder should inform such changes to The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients from time to time

6 Statutory Variation / Changes in Taxes

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess in the taxes subsequent to your offer if it takes place within the contract period will be UGVCL account subject to the claim being supported by documentary evidence. However, if any decrease takes place during contract period the advantage will have to be passed on UGVCL.

Statutory Variation clause shall not be applicable in case of Bidder has opted for Composition Scheme under GST.

7 Taxes, Permits & Licenses

- 7.1 The Bidder shall be liable and pay all foreign taxes, duties, levies lawfully assessed against the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients or the Bidder in pursuance of the Contract Agreement. In addition, the Bidder shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Bidder for his personal income & property only.

INCOME TAX –TDS & GST-TDS

- 7.2 "Income-tax at source & GST-TDS at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the Bidder, however added as Bidder has to submit separate invoice for supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value."

8 Payment Terms

- The payment to the Bidder for the performance of the works under the Contract / Agreement will be made by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients as per the guidelines and conditions specified herein. All payments made during the Bidder shall be on account payments only.
- **Currency of Payment**
All payments under the Contract / Agreement shall be in Indian Rupees only.
- **Payment Schedule**
Payment shall be as per Contract / Agreement-price schedule agreed based on unit rate.
- **Mode of Payment**
All payments under the Contract / Agreement shall be made after the issue of certificates by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients, for the quantum of work completed.
- **Deductions from Contract / Agreement Price**
All costs, damages or expenses which the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients may have paid, for which under the Contract / Agreement the Bidder is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients to the Bidder regularly as and when they fall due. Such bills shall be supported by appropriate and

certified vouchers or explanations, to enable the Bidder to properly identify such claims. Such claims shall be paid by the Bidder within thirty (30) days of the receipt of the corresponding bills and if not paid by the Bidder within the said period, the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients may then deduct the amount, from any monies due or becoming due by him to the Bidder under the Contract / Agreement or may be recovered by sections of Law or otherwise.

- **Terms of Payment**

The owner shall pay to the Bidder as per the terms of payment mentioned hereunder:

Regular payment will be made against bill for service provided. The payment shall be made as per the order in time to time manner for stage wise each activity, which is required to perform from the date of application to date of final result of the applied patent. Service wise bill is submitted only after completion of all the specified activities complete for each occasion & the work for the next stage is kept continued, if required.

1. 100% payment of the bills will be processed and paid within 45 / 60 days after completion of all the procedure (activity wise) of bills.
2. Payment of the actual service used and work done will be paid on above basis.
3. 100% Reimbursement of Government Fees paid by firms.

- **Presentation of Bills**

- Service wise (activity wise) bill is submitted only after completion of all the specified activities complete for each occasion & the work for the next stage is kept continued, if required.
- The Bidder empanelled for the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients after providing services should submit their bills (separately for the professional services rendered and for reimbursement of Government Fees paid) to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients for releasing of payment including the details as per the Schedule of Services.
- Service wise (activity wise) bills shall be serially numbered.
- The bill will be checked & certified at the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients and forwarded to corporate office, UGVCL for passing and payment.
- For non-submission or part submission of above information, no bills shall be processed.

9 Penalty

At any stage, if performances of the Bidder is found unsatisfactory and termination of contract / agreement by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients initiated then, actions for black listing will initiated as per norms of UGVCL.

10 Force Majeure

Force Majeure means any circumstances beyond the control of the parties including:

- 10.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 10.2 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

- 10.3 Rebellion, revolution, insurrection, military or usurped power and civil war;
- 10.4 Riot, commotion or disorder, except where solely restricted to employees of the Bidder.
- 10.5 Neither party shall be considered to be in default or in breach of his obligations under the Contract / agreement to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
- 10.6 If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- 10.7 Upon the occurrence of any circumstances of Force Majeure, the Bidder shall endeavor to continue to perform his obligations under the Contract / Agreement so far as reasonably practicable. The Bidder shall notify the concern authority of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Bidder shall not take any such steps unless directed so to do by the concern authority.
- 10.8 If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Bidder may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract / Agreement. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract / Agreement shall terminate.

11 Arbitration

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients and the Bidder upon or in relation to or in connection with the Contract / Agreement shall be referred to sole Arbitrator appointed by the Managing Director UGVCL for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties.

Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Mehsana, Corporate Office of UGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties.

Performance under this Contract / Agreement shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by UGVCL shall be withheld unless they are the subject matter of the Arbitration proceeding.

12 Termination of Contract /Agreement on the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients' Initiative

- 12.1 The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients reserves the right to terminate the Contract / agreement either in part or in full due to reasons other than those mentioned under clause entitled Bidder's Default'. The GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients shall in such an event give fifteen (15) days' notice in writing to the Bidder of his decision to do so.
- 12.2 The Bidder upon receipt of such notice shall discontinue the work on the date and to the extent

specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contract / Agreement to the extent they are related to the work terminated and terms satisfactory to the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients, stop all further sub-contracting or purchasing activity related to the work terminated, and assist GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients in maintenance, protection, and disposition of the works acquired under the Contract / Agreement by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients. In the event of such a termination the Bidder shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

- 12.3 If the Bidder is an individual or a proprietary concern and the individual or the proprietor dies and if the Bidder is a partnership concern and one of the partners dies then unless the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients is satisfied that the legal representatives of the individual Bidder or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract / Agreement the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients shall be entitled to cancel the Contract / Agreement as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Bidder and/or to the surviving partners of the Bidder's firm on account of the cancellation of the Contract / Agreement. The decision of the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients that the legal representatives of the deceased Bidder or surviving partners of the Bidder's firm cannot carry out and complete the Contract / Agreement shall be final and binding on the parties. In the event of such cancellation the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients shall not hold the estate of the deceased Bidder and/or the surviving partners of the estate of the deceased Bidder and/or the surviving partners of the Bidder's firm liable to damages for not completing the Contract / agreement.

13 Secrecy

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract / agreement are property of GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients and shall not be used for any other purpose, except for the execution of the contract / agreement. All rights related to the technical specifications, drawings and records are reserved by GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients only and no part or partial should be reproduced, copied or alter without prior permission to GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients in writing. In the event of the breach of this provision, GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients can claim the damages caused by such events.

14 Compliance with Laws

- 14.1 The contract / agreement shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the contract / agreement.
- 14.2 The Bidder shall be fully responsible for deducting the P.F. of the employees / labour Working under him as per statutory regulations and depositing the same with the concerned authorities.
- 14.3 The Bidder shall comply with the relevant laws of India.

15 Compliance of Laws

The successful bidder will certify that he has complied with the provisions of related laws. Copy of related challan to be submitted along with bill.

16 STOP DEAL

Bidder shall be put under Stop Deal due to following reasons.

- 16.1 Has submitted fake, false or forged documents/certificates.
 - 16.2 Has revised/withdrawn price bid after opening of Technical bid, until and unless it is sought for.
 - 16.3 Has tampered with the stipulated tendering process.
 - 16.4 Has refused to accept Letter of Acceptance/Purchase Order/Work Order after the same is issued by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients within the validity period and as per agreed terms and conditions.
 - 16.5 Has committed breach of contract / agreement or has failed to perform a contract / agreement or has abandoned the contract / agreement.
 - 16.6 Has failed to provide suitable expertise for the work as per prescheduled program
 - 16.7 Has failed to submit all the necessary Test reports/documents within time schedule / as per GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.
 - 16.8 Has indulged in construction and erection of defective works.
 - 16.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients.
 - 16.10 Has substituted materials In lieu of materials supplied by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients or has not returned or has short returned or has unauthorized disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients
 - 16.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage
 - 16.12 Has unauthorized obtained official company information or copies of documents, in relation to the Tender/Contract / agreement
 - 16.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
 - 16.14 Any other ground for which in the opinion of the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients makes it undesirable to deal with the Firm.
 - 16.15 In case the State Government directs the GPRD Cell, GUVNL Gandhinagar & GUVNL's subsidiary Companies/clients to place a firm in stop dealing/ banned for business dealing/ blacklisting.
 - 16.16 The firm, stop deal and/or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all GUVNL or any subsidiary Companies of GU
- 17 Effect of putting a Bidder for Stop dealing / Banned for business dealing are as below:**
- 17.1 Bidder of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing.
 - 17.2 Once the name of Bidder of the law firm appears in the list of Stop dealing / Banned for business dealing in any Company of GUVNL and its Subsidiary Companies,
 - I. No enquiry shall be issued to a law firm.
 - II. No bids / tender shall be considered for evaluation and the bid submitted by the Law Firm shall be returned.
 - 17.3 Action to be taken, when a Bidder of the Law firm is put on Stop dealing/ Banned for business dealing by GUVNL or any of its subsidiary Companies, during tender process: -

- I. Before opening Technical bids, the bid submitted by the Law Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.
 - II. After opening Technical bid but before opening the price bid, the price bid of the Law Firm should not be opened and the bid submitted by the Law Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Technical Bid.
 - III. After opening of price bid, the offer of the Law Firm should be ignored and will not be further evaluated. the Law Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.
 - IV. The BG/EMD submitted by the Law Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the Law firm.
- 17.4 If a Law Firm is put on Stop dealing / Banned for business dealing in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the Law firm should be allowed to complete such awarded work / supply.
- 17.5 The amount of EMD/SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the Law firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.
- 17.6 The Stop dealing/ Banned for business dealing shall be Firm- specific and when a Law Firm is put on Stop dealing/ Banned for business dealing, all the manufacturing works of the Law Firm shall be on Stop dealing/ Banned for business dealing for GUVNL and its Subsidiary Companies & for all Services of the Law Firm.
- 17.7 If the Law Firm placed on Stop Dealing/ Banned for business dealing is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing.
- 17.8 The Board of Directors of the concerned Bidder may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service from any Bidder for that the Law Firm only.
- 17.9 Every bidder should, at the time of submission of bid, give a declaration as per Annexure VIII attached with this Tender, that bidder of the Law firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.

INTEGRITY PACT

OUR COMMITMENT

WE COMMIT OURSELVES TO TRUST, TRANSPARENCY AND SETTING ETHICAL STANDARDS IN IMPLEMENTATION OF VARIOUS SERVICES FOR ULTIMATE LONG-TERM BENEFITS FOR SOCIETY. WE ALSO REITERATE OUR COMMITMENT TO DEVELOPMENT TO MUTUAL RESPECT AND BEST PRACTICES FOR SETTING VERY HIGH-QUALITY STANDARDS IN SERVICE AND ATTITUDE.

OUR CONDUCT

We abide to accomplish our work with

- Integrity and trust
- Ethics and courtesy
- Transparency and quality.

UGVCL Commitment	Bidder's Commitment
<ul style="list-style-type: none"> • To maintain high ethical standards • To ensure transparency in transactions • To ensure to abide by the terms of agreement of contract and to consider the views of parties objectively. • To try to ensure timely payments for work done. • To ensure that no improper demand is made by employees or by anyone on their behalf. • To provide maximum possible help to all contractors/vendors/suppliers and any other party working with us so that the contracted assignment is completed in time. <p>Uttar Gujarat Vij Company Limited</p>	<ul style="list-style-type: none"> • Not to bring pressure/recommendation from outside to influence decision. • To abide by general discipline to be maintained in our dealings. • To be prompt and reasonable in fulfilling the terms of agreement of contract and legal obligations. • To ensure high standards are set for quality of work or supplies at lowest possible cost. • Not to use any pressure, threat, intimidation or inducement of any kind of any of the employees. • To be true and honest in furnishing specification and information and make all efforts for completing the contracted assignment well in time. <p>Signature of Bidder</p>
Building ethical Partnership and working Together	

SECTION 3: APPENDIX

Sr. No.	Appendix Details	Particulars	Remarks
1	Appendix – I	Bank Guarantee Format for Earnest Money Deposit (EMD)	To be submitted with Bid Documents
2	Appendix – II	Contract / Agreement	To be submitted after LOA

APPENDIX - I

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: COMPANY / _____
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

WHEREAS M/s. _____ (name & address of the Law Firm / Bidder) having their registered office at _____ (address of the Law firms Registered Office) (hereinafter called the 'Tenderer/ Bidder') wish to participate in the tender No. _____ for _____ of (for Empanelment of Learned Advocates / Advocates Firms (IP Firms) for Intellectual Property (IP) rights & related matters) for _____ the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies 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 shall be valid for 06(six) months from the date of submission of bid for this tender 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 the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies 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 the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies. on behalf of the Tenderer / Bidder.

We _____ (name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer/Bidder within its validity or Non-submission of Security Deposit by the Tenderer / Bidder within one month from the date tender or a part thereof has been accepted by the the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies. would constitute a default on the part of the Tenderer / Bidder 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 / Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement / contract shall be valid and binding on this Bank up to 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/ Bidder 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 / Bidder and the the GPRD Cell, GUVNL, Gandhinagar & GUVNL's subsidiary Companies.

"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.

APPENDIX - II
AGREEMENT/ Contract

THIS AGREEMENT made on this ____ day of ____ Two Thousand Eighteen.

BETWEEN

M/s. _____, having Registered Office at _____,
India and it Works at _____
represented by Mr. _____ Authorized Person of the ONE PART.

AND

Uttar Gujarat Vij Company Ltd, having Registered Office at Vishnagar Road, Mehsana and
represented by _____ of the OTHER PART.

WHEREAS, the Supplier Bidder willingly submitted bids for the Tender No
_____ of the Purchaser company for supply of _____

_____ as specified and as per delivery instructions provided in the Acceptance of Tender (AT) /
Letter of Acceptance (LOA) issued vide No _____
_____ by the Purchaser Company at the accepted respective prices or rates
mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply
for the total sum of **Rs.** _____
(_____)

*including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

AND WHEREAS, a list is made out in the "**SCHEDULE**" hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the expression "**the Supply**" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

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

I) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. _____ as well as in the form of Acceptance of _____

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No: UGVCL/PROJECT-GPRD/IPR/113

Signature of Tenderer
Place:

Company's Round Seal
Signature of Tenderer

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Date:

Tender (AT) / Letter of Acceptance (LOA) No. _____
Dtd. _____ which will hold good & valid during the period of this Agreement / Contract.

- II) The supplier shall do and perform for all supplies and things in this agreement / Contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement/ Contract.
- III) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement / Contract and such payment to be made at such times and in such manner as provided in the agreement/ Contract.
- IV) In respect of the said Tender as per the terms & conditions of this Agreement/ Contract, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of **Rs** _____ (_____) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- V) Upon breach by the Supplier of any of the conditions of this Agreement / Contract, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- VI) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the agreement contract at any time after giving TWO MONTH'S NOTICE IN WRITING without compensating the Supplier.
- VII) This Agreement/ Contract shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- VIII) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- IX) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- X) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual contract agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement/ Contract and the agreement/ Contract so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- XI) The following is the Schedule forming part of this agreement / Contract as provided herein above:

SCHEDULE

List of documents:

1. Offer (Bid) of M/s. _____ for Tender No. _____
2. Tender technical specification and GTP.
3. Tender's terms and conditions.
4. LOA NO: _____ **Dtd.** _____



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

Place:

Date:

1. Signed, Sealed and delivered by:

For and on behalf of M/s. _____

Authorized Person

In the presence of Name, Full Address & Signature:

i) _____

ii) _____

2. Signed, Sealed and Delivered by:

For and on behalf of **M/s. DISCOM Gujarat Vij Company Ltd. (Purchaser)**,

DISCOM, Corporate office,

In the presence of Name, Full Address & Signature:

i) _____

ii) _____
