
	<p><b>DAKSHIN GUJARAT VIJ CO. LTD.</b> <b>CORPORATE OFFICE: "URJA SADAN"</b> <b>Kapodara Char Rasta, Nana Varacha Road, SURAT</b> <b>Phone No. 0261– 2506151/2506152</b> <b>Fax No.: 0261 – 2506169</b> <b>e-mail :acepdgvcl@yahoo.in</b> <b>CIN No. CIN U40102GJ2003SGCO42909</b></p>	
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**TENDER NO.: DGVCL/SP/20011/ G I Plain Wire & G I Stay Wire**

**Add. Chief Engineer (Proc.)** invites "On line Tenders" from registered manufacturers whose works in India having GST registration for the supply of **G I Plain Wire & G I Stay Wire** as per specifications, terms and condition of DGVCL tender. Tender Papers & Specifications may be down loaded from web site <http://dgvcl.nprocure.com> (For view, down load and on line submission), [www.dgvcl.com](http://www.dgvcl.com) (For view & down load Tender fee may be paid along with submission of physical tender in EMD cover. "All the relevant documents of tender to be submitted physically will be received only by **Registered Post A.D. or Speed Post** addressed to The Additional Chief Engineer (P), DAKSHIN GUJARAT VIJ COMPANY LTD., "UrjaSadan" Corporate Office, Nana Varachha Road, Kapodara, Surat – 395006. "NO COURIERSERVICEORHAND DELIVERY" will be allowed.

The physical bid having all documents should be strictly submitted on or before due date and time otherwise the offer will not be considered and no any further communication in the matter will be entertained.

All bidders, in respect of tender items must have vendor registration with the GUVNL or its subsidiary companies viz. DGVCL/ MGVCL/ UGVCL/ PGVCL/ GETCO/GSECL prior to the date of opening of technical bid of the tender. However, if the bidder is not having valid vendor registration and has applied for new vendor registration or renewal of the same **prior to the date of publication of Tender in the Newspaper**, the self-attested photocopy of money receipt for payment of vendor registration charges must be submitted along with the Tender Fees / EMD in the EMD cover of physical bid. **Such bidders must have to produce valid vendor registration certificate before opening of price bid otherwise their bid will be rejected and their price bids will not be opened.** However, the process of tender shall not be delayed by the Company merely because of vendor application of a bidder is in process.

BRIEF DETAILS REGARDING TENDER IS AS UNDER:

Sr. No.	Description		
1	Tender No.:	DGVCL/SP/20011/_G I Plain Wire & G I Stay Wire	
2	Purchase of G I Plain Wire & G I Stay Wire.		
3	Tender Fee in Rs. (Non refundable)	Rs. 10000.00+18% GST (Rs. 1800)=Rs. 11800.00	
	<u>Earnest Money Deposit (EMD): Clause no 8 of Commercial Terms &amp; Condition is modified as under.</u>		
4	Earnest Money Deposit amount in Rs.	<b>For MSME:</b>	<b>For Non MEME:</b>
	G I Wire 8 SWG	<b>Rs. 1,50,000.00</b>	<b>Rs. 2,50,000.00</b>
	G I Wire 10 SWG	<b>Rs. 35,000.00</b>	<b>Rs. 40,000.00</b>
	G I STAY Wire 7/12 SWG	<b>Rs. 1,50,000.00</b>	<b>Rs. 2,50,000.00</b>
5	Last date & Time of Online (e-tender) submission of offer (This is mandatory)	<b>19.12.2019 (up to 18.00hrs)</b>	
6	Last Date & Time of submission of Physical tender and Sample/s, if any by RPAD or SPEEDPOST only	<b>21.12.2019 (up to 18.00hrs.)</b>	
7	Date of opening of physically as well as preliminary stage and technical stage (except online form: Annexure-13) in on – line mode	<b>23.12.2019 (at 11.00hrs.)</b>	
8	Tentative Date of opening of Annexure-13 of Technical Bid and Price bid in online mode / e-tender (if possible)	<b>06.01.2020 (at 11.00hrs.)</b>	

Note: Bidders shall submit Price Bid On-Line only and not in physical form.

\* MSME-Medium, small & Micro Enterprises.

**# Every bidder shall have to inform their GSTIN No. at the time of payment of applicable fees.**

Tender fee/EMD will be accepted in form of CTS Demand draft drawn on any Scheduled / Nationalized Bank situated at Surat drawn in favor of Dakshin Gujarat Vij Company Ltd. (Cheques are not accepted). **Tender submitted with DD other than CTS will not be considered and offer will be rejected.** Tenders submitted without tender fee will not be accepted.

No exemption from payment of tender fees and no price preference shall be given to any bidder.

DD for payment of tender fee & EMD must be placed in the cover super scribing "Tender fee & EMD" along with requisite documents as mentioned in the EMD condition. (EMD and

Tender Fee cover should be kept as separate enclosure & should be submitted with Technical Bid.)

The physical tender document is to be submitted in two parts in **single copy** namely Technical bid & Commercial bid including commercial terms & conditions with all enclosures of the tender documents super scribing the respective covers accordingly along with the tender number.

The Copy of valid Bureau of Indian Standard (BIS) license Or copy of application of renewal (applied before expiry of license) of such license along with photo copy of license (expired) and copy of money receipt / acknowledge of BIS, if license expired at the time of bidding, duly notarized. This is mandatory wherever applicable as per technical specification / requirement of tender documents.

**Bidders shall submit Annexure-13 & Price Bid On-Line only and not in physical form.**

Bidders are requested to submit Revised Annexure-13 in online in technical stage of tender and this is mandatory. If bidder does not submit the revised Annexure-13, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.

## **1 TECHNICAL AND COMMERCIAL BID:**

The technical and commercial bid shall comprise of all the technical details of the equipment's/stores/materials offered in accordance with the Company's specifications/drawings, Guaranteed Technical Particulars and all the Annexure 1 to 15 in chronological order.

The Technical Bids of those bidders whose physical submission for Tender Fee & EMD, samples etc. are fulfilled, shall be **opened on line at 11:00 hrs. (11:00 AM.) on date 23.12.2019** or next day as feasible. The name of vendors whose bids are opened shall be put up on line same day.

- a. Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vendor Registration, Technical and commercial documents etc.) of bidder, the online submitted Data / Details / Documents will be considered for evaluation.
- b. It is mandatory for all bidders to submit their tender/s documents in both the forms of online(e-tendering) and physically in scheduled date & time. If Tender is submitted in any one form, i.e. either by on line OR physically, the bid shall not be considered.

## **2 PRICE BID:**

Bidders are requested to submit price bid (Schedule – B) in on-line (e-tendering form) only. **This is mandatory.** If price bid is submitted in physical form, same will not be opened / considered and only on-line submitted price bid will be considered for evaluation.

The Price Bid must be submitted strictly as per Schedule – “B”. The time and date of opening of the Price Bid is tentative & any change shall be put up on website. The “TECHNICAL” and “PRICE” Bids shall contain adequate cross-reference wherever necessary to ensure clear and proper co-relation of the two bids without ambiguities whatsoever. **Price Bid is to be submitted On Line only.**

**3** The following documents only are to be submitted in physical form:-

[A] **Tender fee and EMD cover:** - Tender fee, EMD, Vendor Registration document, **Copy of GST registration no.** & List of orders executed.

[B] **Technical & Commercial Bid cover:** -

(i) Annexure 1 to 15 in chronological order only.

(ii) Guaranteed Technical Particulars & Drawings.

(iii) Notarized/Attested abridged balance sheet for last 3 years.

(iv) Certified copies of relevant & valid Type Test certificate with detailed list of Type Test submission, ISO certificate, Factory License, Performance report from clients.

(v) Schedule – A; Un priced Schedule-B & Notes to Schedule - A

The bid received with irrelevant Type Test certificates (other than those called for in the technical specification) shall be liable for outright rejection under non conformity to tender stipulation.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Additional Chief Engineer (Proc.), DGVCL, “Urja Sadan”, Corporate Office, Nana Varachha Road, Kapodara, Surat - 395 006.

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

For and on behalf of DGVCL,

(R. J. Pereira)  
Add. Chief Engineer (Proc.)

Tender Documents in (PDF Format) which consists of:

Part – I: Commercial Terms & Conditions

Part–II: Schedule “A” (Important condition and tender notice) indicating the quantities, Specifications of tender item/s, drawing (if any), Purchase Agreement.

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

**NOTE:**

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

**(n) Procure Cell**

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

**403, GNFC Infotower, S.G. Road, Bodakdev**

**Ahmedabad – 380054 (Gujarat)**

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

**Phone No. 079-26857315 / 316 / 317**

**Fax: 079-26857321 / 40007533**

**Email: [nproucre@gnfc.net](mailto:nproucre@gnfc.net)**

**Other terms & conditions are as per tender documents**

**SCHEDULE-- 'A'**

**TENDER NO.: DGVCL/SP/20011/G I Plain Wire and G I Stay Wire**

Description of Material	Tentative Tender Quantity in MT
G I Wire 8 SWG	652
G I Wire 10 SWG	65
G I STAY Wire 7/12 SWG	560

**NOTE: IMPORTANT**

<b>1</b>	<p>The quantity mentioned above is tentative. No Dispute for non-purchase or purchase of very less quantity shall be entertained and DGVCL's decision in this regards, shall be binding to the Bidders. The DGVCL reserve the right to reduce the tender quantity as per their requirement at the time of finalization of the tender.</p>
<b>2</b>	<p><b><u>'EMD COVER' MUST CONTAIN THE FOLLOWING DOCUMENTS:</u></b></p> <p>The following 4 nos. of documents as stated hereunder out of 8 documents mentioned in Clause no.: 8 of commercial terms and condition of tender are required to be submitted in physical form under Seal cover of "EMD cover Documents". However, the other text matter and conditions mentioned in Clause no.:8 of commercial terms and condition remains same.</p> <p><b>2[1]</b> Tender fee amount by way of demand draft <b>or</b> photo copy of money receipt of tender fee (self certified), if tender fee paid in cash at corporate office of DGVCL. <b>This is mandatory</b></p> <p><b>2[2] Copy of GST registration no. This is mandatory.</b></p> <p>Tender fee (Non-refundable) plus GST as applicable notified in the tender should invariably be paid by way of Demand Draft/ Bankers Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) &amp; Cheques are not acceptable. Demand draft / Bankers cheque should be in the "Name of Company", payable at DGVCL.</p> <p>The tender fee plus GST is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/scrap of tender, in such case tender fee may be refunded to bidder(s), at sole discretion of the purchaser company.</p> <p><b>2[3]</b></p> <p>All the bidders shall be required to pay EMD, except those who are exempted as per Gujarat State Purchase Policy-2016, vide industries &amp; Mines Department, GoG Resolution No. SPO/102015/691093/CH dated: 03.06.2016.</p> <p>Earnest Money Deposit (E.M.D) amount by way of demand draft or Banker's Cheque or valid Bank Guarantee in original <b>OR</b> copy of money receipt, if EMD paid in cash at Corporate Office of DGVCL.</p> <p>You can pay EMD by RTGS/NEFT also. If EMD amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT should be submitted along with EMD cover documents. Details of RTGS/ NEFT is shown below.</p>

**-: Performa of R.T.G.S. Details:-**

<b>Sr.No.</b>	<b>Particulars</b>	<b>Requisite Details</b>
1	Name of Bank	Bank of Baroda
2	Name of Branch	Surat Main Branch, Bhagalpur Road, Surat
3	IFSC Code	BARBOBHAGAT
4	Name of Account	Dakshin Gujarat Vij Company Ltd.
5	Account No(Cash Credit Account)	02590500000025

If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque only.

b) **Guideline for payment of EMD Amount: (For MSME Bidders)**

The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration is eligible for exemption from the payment of EMD amount on submission of duly notarized copy of minimum one certificate from group A & B (i.e. one certificate from group A **AND** one certificate from group B).

<b>A Group</b>		<b>B Group</b>	
<b>1</b>	<b>SSI Registration Certificates</b>	<b>1</b>	<b>CSPO Registration Certificates</b>
<b>2</b>	<b>MSME Part-II Registration Certificates</b>	<b>2</b>	<b>NSIC Registration Certificates</b>
<b>3</b>	<b>UdhyogAdhar Memorandum</b>	<b>3</b>	<b>DGS&amp;D Registration Certificates</b>

The MSME (manufacturing) Unit is eligible for benefit of submission of lower side EMD amount on submission of duly notarized copy of any one certificate from above mentioned Group A & B.

**Note:** The Certificates should indicate the manufacture of items offered & in case of Udyog Aadhaar Memorandum, it should indicate the manufacture of related group of item. Further submitted certificate should be valid, wherever applicable.

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.

Provisional Registration Certificates are NOT allowed.

Also take note that, if the EMD be paid by way of Bank Guarantee, the validity of Bank Guarantee must be for **6 Months** from the date of submission of the bid for this tender.

**This is mandatory.**

**2[4]**

The Copy of valid vendor registration letter of tender item/s issued by GUVNL or its any subsidiary company **OR** the copy of receipt of the fees paid towards vendor registration. The complete guideline for registration of vendors & Vendor development policy is attached herewith **as APPENDIX-1. This is mandatory.**

**(Clause No.1: Vendor Registration, of Commercial Terms & Conditions is replaced by attached Appendix-1)**

**Note: The bid will be rejected out rightly, if the above mandatory documents i.e. (At Sr. No.: 2[1] to 2[4]) are not submitted in physical form in "EMD Cover Documents".**

E.M.D. will be forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and / or (ii) the Tenderer fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit)

a) EMD of the unsuccessful Tenderer if paid in Cash / Demand Draft / Banker's Cheque will be returned within 15 days from the date of placing of the order to the successful Tenderer through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD against original Money Receipt shall be entertained by the Company. The Bank Guarantee of the unsuccessful Tenderer towards EMD shall be returned within 15 days from the date of placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids.

The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc...

b) EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against order released on them.

**3** **SAMPLE:** (Refer Cl.no.6 of commercial Terms & condition of this tender).

**This clause mention here under is not applicable to this tender.**

**4** **DELIVERY PERIOD:**

The delivery period of the material (each tender item) against this tender shall be completed **in Seven (7) months** on equal monthly basis. However, the delivery period shall be reckoned after **45 days (Forty Five Days)** from the date of receipt of Letter of Acceptance (LOA) issued by respective DISCOM and as per last para of clause no.: 22, "DELIVERY SCHEDULE OF DGVCL" of tendered commercial terms and conditions.

However, if any DISCOM / Company require earlier delivery; the same should be delivered as per their requirement.

The respective DISCOM may distribute their requirement either on equal/bi-monthly/quarter monthly basis or on month wise delivery schedule basis considering 07 months as delivery period.

If the quantity to be procured is reduced by the Tenderer while placing the order, in that case delivery period will also be reduced proportionately or it will be at discretion of respective DISCOM.

The successful bidder/s has to (i) Pay the security deposit amount within **15 days** from



	<p>the date of receipt of LOA and (ii) Execute the agreement within <b>20 days</b> from the date of receipt of letter of acceptance (LOA).</p> <p>However, the bidder/s has to submit drawings &amp; Proto inspection offer 21 days &amp; 10 days respectively prior to date of completion of commencement period, wherever applicable.</p> <p>Further, before commencing the supply, the submission of type test reports shall have to be completed.</p> <p>DGVCL may short close the orders in case of various reasons Viz. changes in Budgetary Provision, Amendment in Indian Standard, policy change by Central/State Govt., if beneficiary not available etc.</p> <p>In case of deferment in delivery, supplier should be intimated in writing well before two months.</p> <p>Other text matter &amp; condition of Clause No.23 of commercial Terms and Conditions shall remain unchanged.</p>
<p><b>5</b></p>	<p><b><u>GUARANTEE:</u></b></p> <p>If the goods, stores and equipment found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within <b>18 months</b> of their receipt at site or <b>12 months</b> from the date of commissioning of equipment whichever is earlier.</p> <p>The successful supplier will be responsible for the proper performance of the equipment /materials for the respective guarantee period.</p>
<p><b>6</b></p>	<p><b><u>Cartel:-</u></b></p> <p>If, the Company 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 Company 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 Company without assigning any reason thereof.</p> <p>Besides the above the purchaser Company, 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.</p>
<p><b>7</b></p>	<p>In clause no. <b>8, 9 &amp; 43</b> of commercial terms and conditions of tender, wherever Bank Guarantee is / are to be submitted towards EMD, Security Deposit, Performance Guarantee towards Warranty / Guarantee etc., <b>DGVCL</b> would accept Bank Guarantee issued by the following Banks.</p> <p>DGVCL will accept Bank Guarantee issued by the following banks / banks notified under latest G.R. by finance department of Govt. of Gujarat:</p> <ul style="list-style-type: none"> <li>(i) All Nationalized banks including the Public Sector Bank - IDBI bank Ltd.</li> <li>(ii) Private sector banks authorized by RBI to undertake State Government business which are; (at present Axis Bank; HDFC bank &amp; ICICI bank)</li> </ul> <p>If Bank Guarantee(s) is / are submitted of the bank other than above banks / banks notified under latest G.R. by finance department of Govt. of Gujarat, it will not be accepted by DGVCL</p>

	and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly.
<b>8</b>	<b>Bidders are requested to submit details of Annexure-13 in online in technical stage and this is mandatory. If bidder does not submit the Annexure-13 (By clicking <input checked="" type="checkbox"/> for I / We accepts above undertaking), the bid shall be rejected out rightly, despite the bidder is technically qualified &amp; in such case price bid shall not be opened. No further correspondence in this regard will be entertained.</b>
<b>9</b>	The bid (EMD Cover Document) which is not opened due to any reason/s in that case the physical bid may not be returned to the bidder (at discretion of DGVCL).
<b>10</b>	The bidders are requested to submit their bids by on line through our service provider M/s(n) Code Solutions before one day of the due date to avoid complication / dispute at later stage.
<b>11</b>	Bidders are informed that 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. Non-employee cannot deal/should not be allowed to deal with the Company.
<b>12</b>	<p>Clause no.: 9 &amp; 43 of commercial Terms and Conditions of tender is modified as under;</p> <p><b>SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:</b></p> <p>Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.</p> <p>12.1 The Supplier shall submit the Security Deposit / Performance Bank Guarantee to cover execution period by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance.</p> <p>12.2 The successful bidder has to give Bank Guarantee with validity period of additional 01 (One) month i.e. more than actual Guarantee / warrantee period to safeguard Company's interest in case any eventuality happening on the last day of the Guarantee / Warrantee period after office hours of the Bank or Bank holidays.</p> <p>12.3 The Performance Bank Guarantee to cover Guarantee / Warrantee period is required to be submitted before the date of completion of last supply and should be valid till the completion of Guarantee Period to be reckoned from the date of last supply.</p> <p>12.4 Item wise Security Deposit / Performance Guarantee are given in attached <b>APPENDIX-2</b></p> <ul style="list-style-type: none"> <li>• Performance Bank guarantee for above said tender item are as under: <ul style="list-style-type: none"> <li>➤ 05% of the contract value in the form of CTS Demand draft/Bank guarantees to cover Execution period.</li> <li>➤ 02% of the contract value in the form of CTS Demand draft/Bank guarantees to cover the Guarantee/Warrantee period.</li> </ul> </li> </ul> <p><b><u>The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee /Warrantee period, equivalent to higher of two Bank Guarantees i.e. Security Deposit and Performance Guarantee</u></b></p> <p><b><u>It should be valid till the completion of Guarantee /Warrantee period including additional one month.</u></b></p> <p><b><u>However, in case of the delay in execution / delivery extension of Purchase</u></b></p>

	<p><b>Order, the supplier shall have to extend such Bank Guarantee accordingly.</b></p> <p>1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-</p> <p>1.1 It is allowed for distribution items only and at respective company level.</p> <p>1.2 10% of the highest of the following</p> <p>1.2.1 Total order(s) value of the current financial year or</p> <p>1.2.2 Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period</p> <p>1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.</p> <p>1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.</p> <p>1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</p> <p>1.6 The vendor have to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.</p> <p>Other text matter &amp; condition of 9 &amp; 43 of commercial Terms and Conditions shall remain unchanged.</p>
13	<p><b>VALIDITY OF THE OFFERS:</b></p> <p>The offers will have to be kept valid for a period of <b>120 days from the date of opening of technical bids.</b></p>
14	<p>The tender item/s supplied shall be confirming to Indian Standard Specification and also with ISI marking and even after inspection of the lot, if the materials received at site is found without ISI marking, the lot shall be rejected and no further correspondence shall be entertained in this regard.”</p>
15	<p>It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods &amp; services for the ultimate benefit of the society and Nation. <b>DGVCL</b> management desires to have an integrity pact attached herewith to be confirmed by bidder. However this document is voluntarily and does not have any legal binding.</p>
16	<p>In case of any bidder / firm is Stop dealing / Banned for business dealing/ blacklisting by GUVNL or their any subsidiary company in that case the following shall be applicable. Bidders may note:</p> <p>16.1 The proprietor / all the partners / directors of the stop deal / banned for business dealing / blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.</p> <p>16.2 Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,</p>

a. No enquiry shall be issued to a firm.

b. No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

16.3 The following action will be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-

a. Before opening Technical bids, the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.

b. After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Technical Bid.

c. After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The 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.

d. The BG/EMD submitted by the 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 firm.

16.4 If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.

16.5 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 firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.

16.6 The Stop dealing/ Banned for business dealing/ blacklist shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies & for all Services of the Firm.

16.7 If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist 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/ blacklist. The Managing Director of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply, for his Company only.

**17 Negotiation and Price matching:-**

17.1 If the Company feels that there is lack of serious competition, or any other valid reasons, the Company may negotiate with the L-1 New and lowest Regular Categories.

17.2 If more than one firm is to be considered for placement of order, then New

Supplier has to match price with L-1 Supplier and Regular Supplier has to match with L-1 Regular Supplier, as the case may be, who is technically acceptable.

17.3 The firm, who has submitted their consent for price matching with Regular/ New L-1 bidder, as the case may be, for allotted quantity shall only be considered for placement of order. The consent for price matching with reduction in quantity shall not be considered for placement of order.

17.4 If an order is under execution by a Firm placed by the Company and in the meanwhile Tender is invited for the same item by same Company or by other Company on behalf of them, and the rates received/ negotiated in this subsequent Tender from same Firm are lower than the rates at which the current order is placed, then the lower rates shall apply for the balance quantity of the order under execution, subject to the condition that the technical specifications remain unchanged and the delivery schedule of the order is already completed.

**18 MINIMUM TENDER QUANTITY:**

The clause no.: 70 of Commercial Terms & Condition of tender is modified as under:

The Bidder, who submits their Bid for a minimum quantity, as specified below, for which the firm participated, shall only be considered for price evaluation for particular item.

Sr. No.	Item	Minimum quantity to be offered by bidder in <b>MT</b>	
		MSME bidders	Non MSME bidders
1	G I Wire 8 SWG	163 (25%)	260.8 (40%)
2	G I Wire 10 SWG	16.25 (25%)	26 (40%)
3	G I STAY Wire 7/12 SWG	140 (25%)	224 (40%)

For getting benefit of above relaxation, Bidders [i.e. Micro, Small Scale Industries (SSI) & Medium Enterprise Bidders only] shall have to submit Notarized copy of either certificate/acknowledgement of entrepreneur memorandum of SSI unit or valid NSIC certificate indicating MICRO AND SSI category of the firm. This certificate should also indicate the manufacture of items offered. This certificate is to be submitted in physical form seal cover in "EMD Cover Documents".

Bidders [i.e. Micro, Small Scale Industries (SSI) & Medium Enterprise Bidders only] are also requested to note that in the absence of above mentioned documents, no relaxation will be given for minimum tender quantity criteria and offer will be rejected out rightly without any correspondence.

Other condition of the clause 70 of Commercial Terms & Condition of tender remains unchanged.

If the bidder quotes for less than the above minimum tendering quantity for quoting item of tender 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 evaluation and offer will be ignored out rightly 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.

## **19 QUANTITY DISTRIBUTION**

### **19.1 Reservation for Gujarat based Parties:-**

- a. As per existing practice, not less than 50% of the quantity to be purchased may be given to parties, who propose to supply such materials from their manufacturing Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price end cost including **GST & Cess as applicable**, (if they themselves are not L-1). If they are L-1, even 100% quantity may be given at the option of the concerned Company and subject to their Financial and Technical capability to supply the materials as per the required Delivery Schedule.
- b. The benefit of Gujarat based reservation is applicable where the Quoted Unit End Cost **with GST and cess as applicable** of Gujarat based bidder is not higher than 15% of the quoted Unit End Cost **with GST and cess as applicable** of L-1 New /Regular bidder, as the case may be. If difference is higher than 15%, then reservation benefit of Gujarat based parties may not be applied.

### **19.2 The quantity distribution to New parties:-**

#### **19.2.1. For Critical items:**

- a. The quantity distribution to each New-1 Supplier will be restricted up to 10% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.
- b. The quantity distribution to each New-2 supplier will be limited to 25% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the Regular L-1 Supplier.
- c. The total Quantity to be allotted to New Suppliers (New-1 & 2) should be limited up to 50% (giving more weightage to New-2) of the quantity requirement of particular item and distributed amongst New Suppliers considering above Clauses, subject to price matching with L-1 bidder and the price of all new Suppliers should be lower than that of lowest Regular Supplier and balance quantity to Regular Suppliers.
- d. The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.
- e. In case of Cables, Conductor and Conveyor Belts, New Supplier shall be allotted up to 10% (New-1) / 25% (New-2) of Tender Quantity or Minimum Drum Length, whichever is higher.

**OR**

#### **19.2.2 For Non-Critical items:**

- a. The quantity distribution to each New-1 Supplier will be restricted up to 30% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.
- b. The quantity distribution to each New-2 Supplier will be limited to 40% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the lowest Regular Supplier.
- c. The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.

### **19.3 In case, if there is no Regular Supplier or if the rate quoted by Regular**

Suppliers is very high or the quantities quoted / accepted by Regular Suppliers is lower than requirement, the above conditions may be suitably relaxed by the concerned Competent Authority for acceptance of Tender as per DOP / Purchase Committee / Board. However, reasons for granting such relaxation shall be appropriately recorded.

19.4 In normal case, quantity allotted to successful bidders shall be restricted up to their offered quantity. However, if quantity accepted by successful bidders is less than the requirement of the Company, in such case, more quantity than what they offered, may be allotted to L-1, L-2 and so on, if bidder consented.

19.5 Company would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weightage in order placement. However, In case, the quantities offered/ accepted by 50% of total successful parties do not fulfill the requirement of the Company, then the Company may relax the above criteria at their discretion.

19.6 **Quantity distribution to Gujarat based Micro, Cottage and Small Scale Industries.**

**The company may consider for quantity allocation to Micro, Cottage and Small Scale Industrial Units of Gujarat state, if they are manufacturing item under tender and take participate in tender directly i.e. without intermediators as under.**

19.6.1 Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 10% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State.

19.6.2 Out of Micro, Cottage and Small Scale Industrial units of Gujarat State, if any unit having either (1) Women Proprietor or (2) All partners are Women, in case of Partnership firm or (3) All Share Holders are Women, in case of Company, has quoted up to 11% higher rate against rate quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State.

19.6.3 Quality based price preference: If for item under tender is not mandatory to provide ISI/BIS/ Agmark in any law, in such cases Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 5% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State, for their material having ISI/ BIS/ Agmark, shall get the benefits of price preference. If, it is mandatory to provide ISI/ BIS/ Agmark on material under any law, price preference is not allowed.

19.6.4 But in no case total 15% more than rate quoted shall be considered.

**Clarification:- It is to clarify that price preference does not mean to pay extra amount to bidder. Price preference is only for consideration for placement of order, if they are matching price with L-1. Further, it is to clarify that for price preference, rate should be considered Firm Price End Cost With GST and cess as applicable. While in case of tender is invited with Total Owning Cost (ToC), rate should be considered ToC basis.**

**20** Types of Supplier:-  
Category of bidder i.e. New-1, New-2 and Regular bidder shall be decided on manufacturing unit-wise order executed as per attached Appendix-3

**21** In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch



	<p>Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof, <b>maximum up to 3% of the Dispatch Instructions consignment value.</b></p>
<p><b>22</b></p>	<p>Evaluation: Cl. No 04 of <u>Commercial Terms &amp; Condition of tender</u> is modified as under:  No price preference shall be given on any account. All Tenders shall be evaluated on firm Price End Cost with GST and Cess as applicable basis unless otherwise mentioned in the Tender documents.</p> <p>If the Tender is invited with Total Owing Cost (TOC) clause, the evaluation shall be done accordingly. For the same, the bidders have to give detailed breakup of the End Cost.</p>
<p><b>23</b></p>	<p><b>PRICES:</b>  <b>Cl. No 07 of Commercial Terms &amp; Condition of tender is modified as under:</b></p> <p><b>PRICE VARIATION CLAUSE:-</b>  Please read clause no.7 (i.e. Prices) of commercial terms and condition of DGVCL for Tender No. DGVCL/SP/20011/ G I Plain Wire &amp; G I Stay Wire.</p> <p>As the tender is invited on <b>Price Variation Basis</b>, read in the first line of clause no. 7, "PRICE" as 'Variable' instead of 'Firm'.</p> <p>The price variation formula is as under;</p> $P = \frac{P_0}{100} \left( 20 + 70 \frac{FE}{FE_0} + 10 \frac{W}{W_0} \right)$ <p>Wherein,</p> <p>P = Ex work price payable as adjusted in accordance with the price variation clause</p> <p>Po = Ex-work Price quoted/Confirmed by bidder.</p> <p>FE = Prices of High tensile Galvanized Steel Wire in Rs./MT of appropriate size:, This price is applicable prevailing as on the first working day of the month, Two months prior to the date of delivery.</p> <p>FEo = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size. This price is applicable prevailing as on 1st working day of the month one month prior to the date of tender opening.</p> <p>W = All India average consumer price Index number for industrial workers, published by the labour Bureau, ministry of labour, Govt. of India (base:2001=100). This number is as applicable on the first working day of the month, four months prior to the date of delivery.</p> <p>Wo = All India average consumer price index number for industrial workers, published by the labour Bureau, ministry of labour, Govt. of India (base:2001=100). This number is as</p>



applicable on the first working day of the month, three months prior to the date of tender opening.

Points to be noted with reference to standard delivery terms: -

1. For the supplies made during the contractual delivery period and matching with the scheduled date of delivery, price shall be payable in accordance with the Price Variation Formula as per purchase order. (With positive/negative variation as the case may be).
2. For delayed deliveries but within contractual delivery period, price shall be payable at lower of the following:
  - a. Worked out with indices applicable for schedule date of delivery/month  
OR
  - b. Worked out with indices applicable for actual date of delivery of material/ month
3. For delayed deliveries and also beyond the contractual delivery period, price shall be payable at lower of the following,
  - a. Worked out with indices applicable for scheduled date of delivery/ month  
OR
  - b. Worked out with indices applicable for actual date of delivery of material/ month  
OR
  - c. Worked out with indices applicable for last date of Contractual Delivery period.
4. The preponed delivery should not be entertained to avoid the inventory carrying cost unless it is extremely essential for the work under execution. However, the price as worked out with indices applicable for actual date of delivery of material/month shall be payable.
5. The date of delivery is the date on which the material is notified as being ready for inspection/dispatch subject to condition that material is received within 15 days for Gujarat based suppliers / 21 days for out of Gujarat based suppliers from the date of dispatch instruction. Otherwise actual date of receipt of material at store is to be considered.
6. The supplier will have to submit all supporting documents like IEEMA circulars, PV Calculation sheet etc. duly attested along with his invoice.
7. The clause at point no.3 will apply only if the company decided to accept materials beyond the contractual delivery period.
8. For delayed delivery beyond schedule delivery date, the penalty shall be applicable as per tender/AT terms & condition.

**24**

**Cl. No.15 of Commercial Terms & Condition of tender is modified as under:**

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 and% 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).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY 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 COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

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. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor 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 Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax 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.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender 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 supplier / contractor.

Further, the Company 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 Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

**GST-TDS** as per GST, if applicable will be deducted from bill.

#### 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 COMPANY and you should inform such changes to COMPANY from time to time.

**25** Cl. No. 16 (Sales Tax/VAT), Cl. 17 (Octroi) & Cl. No. 36 of Commercial Terms & Condition of tender is considered as deleted:

**26** Cl. No. 19 of Commercial Terms & Condition of tender is modified as under:

**STATUTORY VARIATION:**

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 subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's 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 COMPANY.

Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

**27** In cl. No. 20 (Payment terms) & Cl no. 26 (Extension in Contractual delivery date) of commercial terms & condition where ever "Taxes & duties" shown is read as GST and Cess as applicable.

Following para is added in Cl no. 26 (Extension in Contractual delivery date)

(d) In case Supplier / Contractor has opted for Composition Scheme under GST, no increase in price on account of any statutory increase in GST and Cess as applicable shall be admissible after the original contractual delivery date.

**28** **PENALTY FOR LATE DELIVERY:**

28.1 Penalty shall be @ 0.5% per Week or part thereof plus GST on delayed portion subject to maximum 10% plus GST of the **delayed portion Value (End Cost with GST and Cess as applicable)** in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value with GST and Cess as applicable of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

28.2 In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST as applicable, maximum up to 3% plus GST as applicable of the Dispatch Instructions consignment value.

For COMPANY looking to the nature of products / materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.

28.3 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 deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST as applicable, maximum up to 3% plus GST as applicable 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.

**28.3.1** **General Guide lines.**

In order to avoid delay & possible attraction of penalty,

	<p>28.3.1.1 The Firm has to offer the Inspection Call 15 days prior to proposed date of inspection and 30 days prior to the due date of Delivery Schedule.</p> <p>28.3.1.2 If the above condition 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.</p> <p>28.3.1.3 However, the Company shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection.</p> <p>28.3.1.4 The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection.</p> <p>28.3.2 Due consideration will be given for waiver/ levy of penalty(excluding GST already collected and paid to the Govt. treasury thereon) only for the reasons absolutely beyond suppliers' control (e.g. Force Majeure conditions as laid down in the DGS &amp; D) for which documentary evidence will have to be provided.</p>
<p><b>29</b></p>	<p><b><u>Penalty on rejected Materials during testing</u> :-</b></p> <p>The representative of the Company may pick up samples from the lots supplied by the Supplier at the Stores of the Company at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the Company at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the Company as per relevant ISS/BIS/ Company's specifications. The test results will be binding on the suppliers and Company in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the materials then in that case for whole of the rejected lot, Company will deduct maximum up to 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price of the rejected lot plus GST as applicable, and all these will be binding on the supplier.</p> <p>Due consideration will be given for waiver / levy of penalty (excluding GST already collected and paid to the Govt. treasury thereon) only for the reasons absolutely beyond suppliers control (e.g. Force Majeure conditions as laid down in the DGS &amp; 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.</p> <p>The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence.</p>
<p><b>30</b></p>	<p>In cl. No. 38 point no (4) is replaced as below:</p> <p>(4) GST Registration no. and date and issuing authority of the location wherefrom supplier intends to supply the goods / services.</p> <p>Other part of the clause remains unchanged.</p>
<p><b>31</b></p>	<p>Cl. No. 51 (Audit Inspection) of <u>Commercial Terms &amp; Condition of tender</u> is <b>MODIFIED</b> as <u>under</u>:</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 COMPANY or other stores of COMPANY at random for quality check only.</p> <p>The samples picked up will be tested for acceptance test / type test or as decided by COMPANY at Government approved laboratory in presence of representatives of supplier and</p>

COMPANY as per relevant ISS/BIS/ COMPANY specifications. The test results will be binding on the suppliers and COMPANY, 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, COMPANY will deduct maximum upto 30% (Thirty) of the End Cost Price plus GST as applicable. If the same are not utilized / consumed, then COMPANY may ask for replacement at sole discretion of COMPANY or may accept with maximum deduction upto 30% (Thirty) of the End Cost Price plus GST as applicable, and all these will be binding on the supplier.

In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by COMPANY for testing and if subsequent testing are to be carried out (which will solely at COMPANY discretion), then all Testing fees, expenses of the inspector and other expenses incurred by COMPANY plus GST as applicable will be to supplier's account. The decision in this regard for acceptance as above of COMPANY shall be final and this will be binding on the supplier.

- a. On receipt of material at Store, COMPANY may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier.
- b. COMPANY should not utilize the material until the test reports of audit sample is received.
- c. If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.
- d. In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.

Sr. No.	Default	Penal Action
a)	Failure-1	Replacement of lot
b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot plus GST as applicable.
c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot plus GST as applicable.
d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract plus GST as applicable.

Note: - The aforesaid penal action should be for a particular contract issued by a COMPANY against a particular product/rating in that contract.

Other text matter & condition remains unchanged.

- 32** 1<sup>st</sup> para of Part [C] of cl. No: 53 (Termination of Contract) of commercial terms and conditions is read as under:
- [c] To cancel the contract.
- In the event of the risk purchase of stores of similar description, the opinion of COMPANY shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to

	<p>pay for any loss and applicable GST/Cess which COMPANY may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.</p> <p>Other part of the clause remains unchanged.</p>
<b>33</b>	<p><b>Cl. No. 69 of commercial terms &amp; condition is read as under:</b></p> <p>If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if COMPANY suffers any financial loss due to this, then COMPANY will be at liberty to adjust the amount plus GST as applicable from other orders of the same firm or by encashing the Bank Guarantee</p>
<b>34</b>	<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>
<b>35</b>	<p>The tender item is under <b>Non-Critical</b> Category</p>
<b>36</b>	<p>If any discrepancy found in particular clause of Commercial Terms &amp; Conditions and Note to Schedule-A of the Tender Document file, then the Clause of Note to Schedule-A of the Tender Document file will be considered as Final.</p>
<b>37</b>	<p><u>Clause no.21: REPEAT/ADDITIONAL ORDERS of commercial Terms and Conditions of tender is modified as under;</u></p> <ul style="list-style-type: none"> <li>➤ The Company may place repeat Order / additional Order, provided there is no conspicuous downtrend in the price of such item.</li> <li>➤ The Company should exercise their right to place repeat orders/ additional orders in case of exigency only.</li> <li>➤ In special circumstances GUVNL and its subsidiary Companies reserve the right to place Repeat order / additional order up to 100% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original Contract as mutually agreed upon.</li> <li>➤ The material supplied will be considered on FIFO basis i.e. first applied towards original order &amp; after completion of original order quantity, material supplied will be considered towards repeat / additional order.</li> </ul>
<b>38</b>	<p><u>Last Para of Clause no.53 : TERMINATION OF CONTRACT of commercial Terms and Conditions of tender is replaced as under :</u></p> <p>Further, "COMPANY 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 <u>TWO months</u> 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>Other text matter &amp; condition of CLAUSE No. 53 remains unchanged.</p>
<b>39</b>	<p><u>Point NO. 6 of PURCHASE AGREEMENT of tender is replaced as under :</u></p> <p>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 contract at any time after giving <u>TWO MONTH'S NOTICE IN WRITING</u> without compensating the Supplier.</p> <p>❖ Modified Final PURCHASE AGREEMENT form is uploaded in which above change is included.</p>

40	<p>While executing agreement after LOA is issued to the successful bidder, the documents required for each type of firm (Partnership/Public or Private Ltd./ Proprietary) mentioned in Clause No. 74 of Commercial Terms &amp; Conditions must be attached with the agreement and the agreement shall have to be executed by the Authorized Person mentioned in the above clause.</p>
41	<p><b>Conflict of Interest. Among Bidders /Agents:-</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>a) they have proprietor/ partner(s)/ Director(s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/ agent for purposes of this bid; or</li> <li>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</li> <li>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.</li> <li>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 authorise only one agent/ dealer. There can be only one bid from the following: <ul style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; And</li> <li>2. Indian/ foreign agent on behalf of only one principal.</li> </ul> </li> <li>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;</li> <li>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.</li> <li>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</li> </ul> <p>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.</p>



**INTGRITY PACT OUR ENDEAVOUR**

Date: \_\_\_\_\_

<b>DGVCL's COMMITMENT</b>	<b>PARTY's COMMITMENT</b>
• To maintain the highest ethical standards in business and professional	• Not to bring pressure recommendations from outside DGVCL to influence its decision
• Ensure maximum transparency to the satisfaction of stakeholders	• Not to use intimidation, threat, inducement or pressure of any kind on DGVCL or any of its employees under any circumstances
• To ensure to fulfill the terms of agreement/contract and to consider objectively the viewpoint of parties	• To be prompt and reasonable in fulfilling the contract, agreement, legal obligations
• To ensure regular and timely release of payment on due dates for work done	• To provide goods and/or services timely as per agreed quality and specification at minimum cost to DGVCL
• To ensure that no improper demand is made by employees or by anyone on our behalf	• To abide by the general discipline to be maintained in our dealings
• To give maximum possible assistance to all the vendors / Suppliers / Service Providers and other to enable them to complete the contract in time	• To be true and honest in furnishing information
• To provide all information to supplier/contractors relating to contract/job which facilitate him to complete the contract/job successfully in time	• Not to divulge any information, business details available during the course of business relationship to others without written consent of DGVCL
• To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement /contract/work order	• Not to enter into carter/syndicate/understanding whether formal/non formal so as to influence the price



## **APPENDIX-1**

### **1. REGISTRATION OF VENDORS:-**

#### **1.1. Registration:**

1.1.1 All new Suppliers shall get themselves registered by paying non-refundable Registration Fees plus GST as applicable, as detailed below, to the concerned subsidiary Company with Vendor Registration Application Form and all relevant documents. The Vendor Registration for non-Engineering items like stationery, uniforms etc., as per Annexure - I is not required. While for other items, Vendor Registration is compulsory for the Bidders to participate in the Tender.

For factory within the Gujarat State.

1.1.1.2. Rs. 15,000/- plus GST as applicable for Micro and Small Industries.

1.1.1.3. Rs. 25,000/- plus GST as applicable for all other category of Industries.

1.1.2. For factory within the Country but out of Gujarat State.

1.1.2.1. Rs. 50,000/- plus GST as applicable for Micro and Small Industries.

1.1.2.2. Rs. 75,000/- plus GST as applicable for all other category of Industries.

1.1.3. Out of Country: \$ 5,000 USD plus GST as applicable. To be remitted by the prospective Vendor through SWIFT (Purchaser to give Bank Account details)

1.1.4. For Re-Registration of already registered Vendor, the Vendor has to pay 50% of the Vendor Registration fees plus GST as applicable towards registration charges, provided the Vendor has successfully executed Purchase order in GUVNL or its any subsidiary Companies within two years before the date of expiry of existing Vendor registration, as otherwise, it will be as per regular Registration charges.

1.1.5. In case of multiple manufacturing locations of Vendor, fees shall be paid for each location.

1.1.6. Vendor Registration shall be issued on manufacturing unit-wise of the firm.

1.1.7. The Registration Charge shall be reviewed every three years.

1.1.8. Registration Charge shall be non-refundable even if registration is denied.

1.1.9. Payment of registration fees does not guarantee the registration as approved vendor.

1.1.10. Period: The registration is valid for five years from the date of Vendor Registration. The subsidiary Companies of GUVNL shall inspect the factories every two years, if required.

1.1.11. GST shall be charged extra as applicable from time to time for clause No.1.1.1 to 1.1.4.

#### **1.2. Existing Registered Vendor:-**

1.2.1. The registration of existing Vendors of GUVNL & its subsidiary Companies would continue for the period prescribed in the Vendor Registration Order. Upon expiry of the validity period, the Firm shall re-register themselves by following the prescribed procedure, as stipulated herein below. Existing Vendor should apply for re-registration at least two months before the date of expiry of their existing registration. If, firm has not applied for re-registration before two months from the date of expiry of their existing registration but applied prior to the date of publication of Tender in the Newspaper, in such case the Company reserves the right to consider or not to consider their bid at its sole discretion. However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.

1.2.2. In case, the registered vendor desires to add new item/(s) of lower capacity of relevant Indian Standard in their existing vendor registration certificate of higher capacity, the vendor has to pay Rs. 1000/- as registration charges plus GST as applicable and submit application along with following documents.

The applicability of vendor registration period shall be as per existing vendor registration for all items. Company may waive the inspection of factory premises, if deem fit.

1.2.2.1. Type test report for each rating/size of item/(s) to be registered not older than 7 years.

1.2.2.2. ISI/ BIS/ International Licenses, if applicable.

1.2.3. In case, the registered vendor desires to add new item/(s) of higher capacity of relevant Indian Standard in their existing vendor registration certificate of lower capacity, the vendor has to pay 50% of the Vendor Registration fees plus GST as applicable towards registration charges and submit application along with following documents.

The vendor registration period shall be as per existing vendor registration for all items. The inspection of factory premises shall be carried out as per procedures of new application.

1.2.3.1. Type test report for each rating/size of item/(s) to be registered not older than 7 years.

1.2.3.2. ISI/ BIS/ International Licenses, if applicable.

1.2.3.3. List of Plant & Machineries.

1.2.3.4. List of testing equipment.

### **1.3. Guidelines for Vendor Registration / Re-registration:-**

1.3.1. The Vendor Registration / Re-Registration Application Form duly filled in with requisite Registration Fees plus GST as applicable and relevant documents such as all type Test Reports from the factory location sought for, as per relevant IS / IEC Specifications conducted at NABL accredited Laboratory or Govt. approved lab not older than Seven Years and other documents as per Annexure – II shall be submitted to the concerned Company. Incomplete application along with all documents shall be returned within 07 calendar days on receipt of the application with reasons for such rejection highlighting the list of incomplete documents / information. Thereafter, if firm does not re-submit his application along with complete required documents within seven calendar days from the date of receipt of rejection, then the application submitted earlier for Registration will be treated as rejected and disposed of.

1.3.2. If deficiencies are found on factory inspection, the application shall be returned with highlighting such deficiencies immediately within Seven days. Thereafter, if Firm does not re-submit their application indicating rectification of deficiencies with supporting documents within Thirty days, then application of such Firm will be treated as rejected and disposed of. Actual expense for second inspection will be borne by the Firm.

1.3.3. 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.

1.3.4. In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees plus GST as applicable and factory inspection shall be carried out as per norms.

1.3.5. In case of change in the name or ownership or control of the Firm of the Registered Vendor, having valid vendor registration, such Firm shall inform in writing along with supporting documents within 90 days of such change. The 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 Firm. In such a case, the Firm shall have to submit application and relevant documents towards the proof that such change is lawful / legitimate along with processing fees of Rs. 5000/- plus GST as applicable the documents as per Annexure III, to the Company, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor.

If, firm fails to inform such changes to respective Company within 90 days, in such case, the firm will not be considered as registered vendor.

In case of Amalgamation of companies, order from the Court is to be followed. While, in case of Merger & Acquisition, legal procedures to be followed as per Company's Act.

1.3.6. In case of Vendor Registration for Regular items, the new Vendor, who has submitted their application for Vendor Registration with all required fees and all the requisite documents prior to the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid.

In case of Vendor Registration for new products, which are to be procured first time, the new Vendor who has submitted their application for Vendor Registration with all required fees and all the requisite documents within 21 Calendar days from the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid. However, to encourage new vendors for new products, wide publicity through newspapers / web-site, indicating details of items to be procured should be given at least 45 days prior to invitation of tender to enable the New Vendors to register them as vendor.

If, Company invites short notice tender for urgent requirement of the materials, above time limit for applying for vendor registration may suitably be modified by respective Company.

If the firm fails to submit the Vendor Registration Certificate before opening of Price Bid, their Technical Bid shall be rejected and Price Bid shall not be opened. However, the process of tender shall not be delayed by the Company merely because of vendor application of a bidder is in process. The participating bidder must enclose copy of Receipt of the Fees paid towards Vendor Registration along with the Tender Fees / EMD payment receipt.

There shall be no relaxation in above as companies also require reasonable time to evaluate the vendors credential & complete the process of registration.

1.3.7. At the time of re-registration, the Vendor's works / factory shall be re-inspected departmentally, incase factory situated within the Country, while for other factory it shall be either departmentally or through third party inspection, if deem fit.

1.3.8. In order to streamline Vendor Registration process and to avoid overburdening on any particular COMPANY 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 COMPANY within whose licensee areas such factories are located for the items used by COMPANYS.

- 1.3.9. In case of the Vendors whose factories are located in Torrent Power Ltd license area of Ahmedabad – Gandhinagar, it will be the responsibility of UGVCL and those in Surat, it will be the responsibility of DGVCL.
- 1.3.10. In case of the factories located outside Gujarat, the responsibility for Registration and re-registration of Vendors shall be as under (As per attached Map):
  - 1.3.10.1. Northern Region ----- UGVCL,
  - 1.3.10.2. Western Region ----- PGVCL,
  - 1.3.10.3. Southern Region ----- DGVCL,
  - 1.3.10.4. Eastern and North-Eastern Region ---- MGVCL
- 1.3.11. For overseas Vendors having their works / factories located outside India, responsibility shall be taken by the concerned COMPANY to whom Application for Vendor Registration is made by the prospective Vendor to undertake the required procedure.
- 1.3.12. 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 Company.
- 1.3.13. The new Vendor for the items, commonly used by COMPANYS and by GETCO / GSECL the application will be entertained by either GETCO or GSECL or by the DISCOM as per above jurisdiction criteria.
- 1.3.14. The Re-registration 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 the Vendors registered by any DISCOM, the Re-registration will be done by COMPANYS as per above jurisdiction criteria stated as above.
- 1.3.15. For the material specifically used in GETCO, GSECL and not utilized by DISCOM, the Vendor Registration of those items shall not be made by DISCOM and vice-versa.
- 1.3.16. No Tender document is to be entertained for the firm / from any Company, who is not registered as Supplier / Vendor with GUVNL or any of its subsidiary Companies for tender item. However, the Tender submitted by a firm may be considered for evaluation, if it fulfills the requirement as per clause No. 1.3.6.
- 1.3.17. The Factory Inspection is mandatory in respect of new Vendors. No inspection waiver will be considered. If required, factory inspection of existing Vendors may be conducted every two years departmentally incase factory situated within the Country, while for other factory it shall be either departmentally or through third party.
- 1.3.18. The subsidiary Companies of GUVNL have to inspect factory of applicant within 30 calendar days from the date of application in case of First Registration within which inspection has to be carried out departmentally for works in India (Note: Inspection will be arranged only if the documents are otherwise found complete in all respect).
- 1.3.19. During factory inspection, it is mandatory to have Photography with Date, of the applicant Company's premises, infrastructure facilities for testing equipment and machineries. The Vendors will have to submit their consent for Photography.
- 1.3.20. The new Vendor Registration shall be given to the item/(s) to be mentioned clearly, for which the vendor has submitted type test report along with

- application. The 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.
- 1.3.21. Mere Vendor registration shall not itself vest any right on a firm 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.
  - 1.3.22. Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.
  - 1.3.23. Only the courts at Head quarter of the Company (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.

#### **1.4 Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:-**

1.4.1 The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.

1.4.2 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 Companies.

#### **1.4.3 Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.**

1.4.3.1 The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.

1.4.3.2 Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,

1.4.3.2.1 No enquiry shall be issued to a firm.

1.4.3.2.2 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

#### **1.4.3.3 Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-**

1.4.3.3.1 Before opening Technical bids, the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.

1.4.3.3.2 After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Technical Bid.

1.4.3.3.3 After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The 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.

1.4.3.3.4 The BG/EMD submitted by the 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 firm.

1.4.3.4 If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.

1.4.3.5 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 firm by GUVNL or any of its subsidiary Companies.

EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.

- 1.4.3.6 The Stop dealing/ Banned for business dealing/ blacklist shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies & for all Services of the Firm.
  - 1.4.3.7 If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist 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/ blacklist.
  - 1.4.3.8 The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply from any supplier for that Company only.
  - 1.4.4 Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.
- 1.5 Every Supplier / Vendor shall inform their GSTIN No. at the time of payment of applicable fees.

**1.2. Relationship with employee:-**

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 % percentage 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 tendering Company."

**2. VENDOR DEVELOPMENT POLICY:**

The Vendor Development Policy is meant for the Bidders:-

- I. Who develop new product, which has never been tried by the Company, and if the same is found useful to the Company.
- II. Do not have experience for the product, which is being used by the Company.

Such Bidders can enter through this Policy subject to approval from Managing Director of concerned Company with conditions stipulated hereunder. However, approval of the Competent Authority as per Delegation of Power shall be taken. The concern Company shall inform to the respective Board for approval given to such firm under Vendor Development Policy immediately in the ensuing Board meeting.

- 2.1.** The prospective Vendor shall pay the amount of Vendor Registration Fees initially, while expressing the interest to avail the Vendor Development Scheme to obtain Vendor Registration as per clause No. 2 above, if he is not already registered as a Vendor for the material / product. All the guidelines for Vendor Registration shall be followed. The provisional Vendor Registration shall be issued to the Firm under Vendor Development Policy by respective Company. The validity of provisional Vendor Registration Certificate will be till the scheduled delivery period mentioned in the order issued under Vendor Development Policy. On completion of Six Months' performance from the date of successful commissioning of the material /

equipment, the Bidder shall be registered as a Vendor for the period of five years and such Bidder can participate in the Tender.

- 2.2.** The "Type Test", whenever and wherever applicable, shall be carried out on the proto-type materials / products as per Companies' Technical Specifications at National Accredited Board for Laboratory (NABL) or accredited third party Laboratory approved by the International Forum in case of foreign manufacturer / products. The proto-type materials / products must fulfill all the Technical requirement of the Company like Technical Specifications, specified Drawings, guaranteed Technical parameters, manufacturing quality plan, etc.
- 2.3.** The materials / products shall be supplied at the designated location specified by the concerned Companies, at the cost of Vendor. The Vendor has to arrange for loading / unloading, transportation of goods, Insurance coverage from transit-storage to performance monitoring period at no extra cost to the Company.
- 2.4.** The price of the materials / products shall be the lowest price at which similar product/material is purchased at the time of delivery of the material (from new Supplier) or the price offered by such Vendor, whichever is lower. If rate of New Bidder / product is not available, then lowest purchase price of regular Supplier at the time of delivery of the material or the price offered by such Vendor, whichever is lower shall be considered.  
Also if price of product is not available, then reasonable price quoted by the Bidder considering the any existing Order executed by the Bidder, workable material cost for the item or cost of the item of equivalent technology shall be considered.
- 2.5.** If performance is not satisfactory, the Supplier will not be entitled for receiving the payment and provisional vendor registration treated as cancelled. The period of the performance and performance parameters shall be informed to the Vendor.
- 2.6.** For the purpose of deciding the satisfactory performance, the performance parameters such as success rate / failure rate of the materials / products supplied by regular Suppliers could be considered as Bench Mark. The performance of materials / products supplied under Vendor Development Policy shall be compared with that of similar materials / products supplied by regular Suppliers,
- 2.7.** The quantity of materials / products to be supplied by prospective Vendor under Vendor Development Policy shall be as per performance trial needed under the Vendor Development Program and shall be the minimum quantity required for meaningful evaluation of the performance of the materials / products. Such quantity shall be decided by the concerned Company depending upon the type of materials / products. Accordingly, order shall be issued on the above guidelines.
- 2.8.** The 50% payment towards materials / products shall be released after successful performance of the materials / products for a period of Six Months against the Bank Guarantee of 100% of Order Value and the balance 50% payment shall be released after one year of satisfactory performance of the first batch of materials / products supplied. The Bank Guarantee should be valid up to and including the guarantee period.  
The Company may not insist for performance guarantee towards guarantee/warranty period on successful execution of order. However, the firm has to furnish performance guarantee towards execution period as per Clause No. 4.17 of Purchase Policy before placing of order and the same shall be returned/refunded on submission of Bank Guarantee for 100% order value at the time of releasing 50% payment.
- 2.9.** On successful completion of Six Months' performance as on the date of publication of Tender in the Newspaper, the Vendor shall be considered as New-2 for the

purpose of evaluation in the subsequent regular tender, if, the firm has developed new product and supplied items under Vendor Development Policy.

However, in case, the firm, do not have experience for the product, which is being used by the Company under Vendor Development Policy, the firm shall be considered as New-1 for the purpose of evaluation.

**2.10.** If the materials / products are supplied and / or installed (wherever applicable) by the Vendor under Vendor Development Policy, he shall be responsible for collection of rejected materials at his cost for safe disposal within the time specified by the Company. If such material is not collected by the Vendor within specified time limit, the Companies shall recover ground rent and safe custody charges from him for the period for which it remains with the Companies. The Company must recover ground rent and custody charges which shall be notified from time to time through separate Circular by the Company.



## **APPENDIX-2**

### **Item wise Security Deposit / Performance Guarantee**

**1** Distribution Transformers (All types), Meters of all types, Conductors, Cables, Insulators, Steel items, Kit-Kat Fuses, L.T. Dist. Boxes, Transformer Oil, Line Hardware, PVC Pipes and other items related to Distribution System:

- 1.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period and,
- 1.2 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

**2. Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates:**

- 2.1. 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period.
- 2.2. 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

**3. Items related to Transmission, Generation:**

- 3.1. 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover execution period.
- 3.2. 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

**4.** Performance Guarantee shall be considered as per Tender terms.

**5.** The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their SSI (SSI/ MSME Part-II/ UdyogAadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators

- 5.1. Wherever, the rate of Security Deposit & Performance Bank Guarantee of 5% is stipulated in the Purchase Policy, the same be considered as 3% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 5%.
- 5.2. Wherever the rate of Security Deposit & Performance Bank Guarantee of 10% is stipulated in the Purchase Policy, the same be considered

as 4% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 10%.

- 6.** Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.
- 7.** The Supplier / Contractor shall submit only one Bank Guarantee considering the Performance Guarantee requirement.
- 8.** The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt of Gujarat from time to time.
- 9.** In case of delivery deferment by Company, option should be given to the supplier to submit new PBG towards execution period for balance order value subject to the supplier have submitted Performance Guarantee towards Guarantee / warrantee period.

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**APPENDIX-3**  
**TYPES OF SUPPLIERS**

**A. NEW SUPPLIER:**

**1. New-1 Supplier:**

- a) The bidder, which has not supplied tendered equipment / material for same or higher rating of relevant Indian Standard to GUVNL or any of its Subsidiary Company in the regular tender, as on the date of publication of Tender in the Newspaper, shall be considered as a New-1 Supplier. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.
- b) The Bidder who has supplied equipment / material to GUVNL or any of its subsidiary Company, but performance of supplied equipment / materials is not satisfactory in any case, is also to be considered as New-1 Supplier. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.
- c) The bidder, who was placed under stop deal/ banned for business dealing/ blacklist by GUVNL or any of its Subsidiary Companies and after expiry of their stop dealing/ banned for business dealing/ blacklisting period, the bidder shall be considered as New -1 Supplier for evaluation. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.

**2. New-2 Supplier:**

- a) The New-1 Supplier is considered to be as a New-2 Supplier, provided the bidder has successfully executed their first order for tendered equipment / material for same or higher rating of relevant Indian Standard to GUVNL or any of its subsidiary Company in the regular tender, and performance of the supplied equipment / materials is found satisfactory as on the date of publication of Tender in the Newspaper. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.

**B. REGULAR SUPPLIER:**

- a) The existing regular Suppliers for tendered equipment/ material for same or higher rating of relevant Indian Standard in GUVNL and its subsidiary Companies shall be considered as Regular Suppliers. Such Supplier should have already got itself registered as a Vendor for tender item with GUVNL or any of its subsidiary Company.
- b) The New-2 supplier is considered to be as a Regular Supplier, provided the performance of the supplied equipment/ materials as a New-2 Supplier for tendered equipment/ material for same or higher rating of relevant Indian Standard to GUVNL or any of its Subsidiary Company in the regular tender is found satisfactory at least for Twelve months from the date of first consignment supplied as per the terms of A/T (Order / Contract), as on the date of publication of Tender in the Newspaper. Such bidder should have already got itself registered as a Vendor for tender item with GUVNL or any of its subsidiary Company.

Dakshin Gujarat Vij Company Limited, Surat  
SCHEDULE –'B' (PRICE-BID FORMAT)

Name of the Tenderer:

**TENDER NO.: DGVCL/SP/20011/G I Plain Wire and G I Stay Wire**

Sr. No	Description of material as per Tender Specification	Tender Qty. in <b>MT</b>	Unit	HSN/SAC Code of the Material	GST Rate	Quantity Offered By the Tenderer In <b>MT</b>	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 per unit in Rs.	Unit Total end cost with GST	F.O.R Cost in Rs.	Total end cost in Rs.
1	2	3	4	5	6	7	8	9	10	11 (8+9+10)	12	13 (11+12)	14 (7X11)	15 (7x13)
1	G I Wire 8 SWG	652	MT											
2	G I Wire 10 SWG	65	MT											
3	G I STAY Wire 7/12 SWG	560	MT											

**Remarks:**

1. Applicable GST rates needs to be mentioned in column 6 above and in case of tenderers opting for Composition Scheme "C" shall be mentioned and amount (in Rs.) shall be "0" in column 12.
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 from the date of opening of the tender.

Date:

Yours Faithfully

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