

 DGVCL ISO 9001:2015	<p align="center">DAKSHIN GUJARAT VIJ COMPANY LIMITED</p> <p align="center">CIN U40102GJ2003SGCO42909</p> <p align="center">(A Government of Gujarat Undertaking)</p> <p align="center">"URJA SADAN" CORPORATE OFFICE</p> <p align="center">Kapodara Char Rasta, Nana Varachha Road, Surat-395 006. Ph. No.: 0261-2506151/152</p> <p align="center">Website: www.dgvcl.com e-mail: acepdgvcl@yahoo.in</p>	
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All required documents are to be submitted in online Electronic form only

Tender Notice No: DGVCL/SP/2617/3C LT AB Cable (Critical Item)

Sub: Tender for Supply of 3C LT AB Cable

Addl. Chief Engineer (Proc.) invites "On line Tenders" (e-tendering) from registered manufacturers having GST registration for the supply of 3C LT AB Cable as per specifications, terms and condition of DGVCL tender. Tender Papers & Specifications may be down loaded from web site <http://tender.nprocure.com> (For view, down load and on line submission) and www.dgvcl.com (For view & down load).

The documents, as mentioned in Schedule-A (given here under), should be uploaded in **online electronic form**. Bidder has to pay **Tender fee & EMD (up to Rs. 3 Lac)** by **RTGS/NEFT/Online**.

If the EMD amount is **more than Rs. 3 Lac**, it should be paid either by RTGS/NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee Otherwise, it should be paid in either in cash (up to 10,000/- only) at Cash counter of corporate office, DGVCL during working days between 10:30 A.M. to 04:00 P.M. before the due date and time for submission of tender **or by RTGS/NEFT/Online**.

All bidders, in respect of tender items must have valid 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 uploaded in online electronic form at preliminary stage. **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/2617/ <u>3C LT AB Cable</u>	
2	Purchase of 3C LT AB Cable.		
3	Tender Fee in Rs. (Nonrefundable)	Rs. 7500.00+18% GST(Rs. 1350)=Rs. 8850.00	
	<u>Earnest Money Deposit (EMD): Clause no 8 of Commercial Terms & Condition is modified as under.</u>		
4	Earnest Money Deposit amount in Rs.	For MSME:	For Non MSME:
	3C x 50 mm ² + 1C x 25 mm ² + 35mm ² LT Aerial Bunched Cables	Rs. 1.50 Lacs	Rs. 2.50 Lacs
5	Last date & Time of Online (e-tender) submission of offer (This is mandatory)	20.11.2025 (up to 18.00 hrs)	
6	Date of opening of preliminary stage in online mode. (If possible)	21.11.2025 (up to 11.00 hrs.)	
7	Date of opening of Technical stage (Except online form: Annexure-13) in online mode. (If possible)	21.11.2025 (at 12.00 hrs.)	
8	Tentative Date of opening of Annexure-13 of Technical Bid and Price bid in online mode/e-tender (if possible)	08.12.2025 (at 11.00 hrs.)	

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. Bidders have to upload GST Registration Certificate in online electronic form in "Preliminary stage".

AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT), THE TENDER IS INVITED BY E-TENDERING (ON- LINE) MODE, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND DEVIATION FOUND, IF ANY, IN SUCH CASE, THE TENDERS / OFFER WILL BE OUTRIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.

Tender fee/EMD will be accepted either in cash (up to Rs. 10,000/- only) at Case counter of corporate office, DGVCL during working days between 10:30 A.M. to 04:00 P.M. or by RTGS/NEFT/Online before the due date and time for submission of tender.

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

Bidder is requested to upload valid Bureau of Indian Standard (BIS) license (**if applicable**) Or application of renewal (applied before expiry of license) of such license along with license (expired) and Original money receipt / acknowledge of BIS, if license expired at the time of bidding, online in technical stage of tender. This is mandatory wherever applicable as per technical specification / requirement of tender documents.

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

Bidders are requested to submit Annexure 13 in on line in technical stage 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.

It is mandatory for all bidders to upload their tender/s documents in **online electronic form** (e-tendering) in scheduled date & time.

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 Bidder has to upload scanned copies of original (Notarized/ Self-Attested copies of original- as specified in tender document) documents in **online electronic forms** (e-tendering) in scheduled time with bid and physical documents not required;

[A] Online Preliminary stage (This is mandatory): -

- (i) Original Receipt of Payment of Tender fee/EMD amount through RTGS/NEFT, Demand Draft/Bank Guarantee/Bankers Cheque, (in case of EMD exempted/Lower side EMD payment related original documents) shall have to be uploaded **online in electronic form** in preliminary stage.
- (ii) GST Registration Certificate (Provisional Certificate is not allowed)
- (iii) Valid Vendor registration certificate (if applied for renewal, the self-attested photocopy of original money receipt for payment of vendor registration charges)

[B] Online Technical stage (This is mandatory): -

- (i) Annexure 1 to 15 in chronological order only.
- (ii) Technical Specifications, Guaranteed Technical Particulars & Drawings duly sealed & sign of Bidder.

- (iii) Notarized/Attested audited balance sheet for last 3 years.
- (iv) If applicable then, Certified copies of relevant & Valid Type Test certificate with detailed list of Type Test submitted, ISO certificate, Factory License, Performance report from clients.
- (v) Scanned Copy of Schedule – A; Un priced Schedule-B & NIT, Commercial Terms & conditions duly sealed & signed of Bidder.

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.

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

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Addl. 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,
Addl. 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

Other terms & conditions are as per tender documents

SCHEDULE - 'A'

TENDER NO.: DGVCL/SP/2617/3C LT AB Cable

Description	Tentative Tender Quantity
3C x 50 mm ² + 1C x 25 mm ² + 35mm ² LT Aerial Bunched Cables	200 KM

NOTE: IMPORTANT

1	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.
2	<p><u>TENDER FEE & EMD AMOUNT:</u></p> <p>The following documents as stated hereunder out of documents mentioned in clause no.: 8 of commercial terms and condition of tender are required to be uploaded in online electronic form.</p> <p>[i] Tender fee (Non-refundable) plus GST as applicable as notified in the tender notice should invariably be paid by below mentioned way otherwise offer will be ignored out rightly. (This is Mandatory)</p> <ul style="list-style-type: none">Bidder <u>can pay Tender Fee by RTGS/NEFT/Online</u>. If tender fee amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT must be uploaded in preliminary stageBidder can pay the Tender fee amount in cash (Up to Rs. 10,000/-) at Case counter of corporate office, DGVCL during working days between 10:30 A.M. to 04:00 P.M. before the due date and time for submission of tender. Bidder must be uploaded the scanned copy of Original money receipt of Tender fee paid in preliminary stage. <p>Tender Fees is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or other reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee without GST amount may be refunded to bidder(s), at sole discretion of the purchaser company.</p> <p>[ii] The scanned copy of Original GST registration Certificate to be uploaded.</p> <p>[iii] All the bidders shall be required to pay EMD, except those who are exempted as per Gujarat State Purchase Policy-2016, vide industries & Mines Department, GoG Resolution No. SPO/102015/691093/CH dated: 03.06.2016 & latest amendments.</p> <p>Bidders can pay E.M.D. amount by below mentioned way.</p> <ul style="list-style-type: none">Bidder <u>can pay EMD by RTGS/NEFT/Online</u>. If EMD amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT must be uploaded in preliminary stage. Details of RTGS/NEFT are shown below.

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

Sr. No.	Particulars	Requisite Details
1	Name of Bank	BANK OF BARODA
2	Name of Branch	BHAGATALAO Branch, P. B. No. 286, Kanpith, Bhagatav, surat, Surat-395003
3	IFSC Code	BARB0BHAGAT (5th character is "ZERO")
4	Name of Account	GUVNL A C DAKSHIN GUJ VIJ CO LTD
5	Account No	02590500000025

Any Payment made should invariably mention the Tender Number. This is mandatory.

- Bidder can pay the E.M.D. amount in cash (Up to Rs. 10,000/-) at Cash counter of corporate office, DGVCL during working days between 10:30 A.M. to 04:00 P.M. before the due date and time for submission of tender. Bidder must upload the Original money receipt of E.M.D. fee paid in preliminary stage.
- If the **EMD amount is more than Rs. 3 Lac**, it should be paid either by RTGS/NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee. **Otherwise**, it should be paid in either in cash (up to 10,000/- only) at Cash counter of corporate office, DGVCL during working days between 10:30 A.M. to 04:00 P.M. before the due date and time for submission of tender or by **RTGS/NEFT/Online**.

Note: 1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly.

2. Designation of the officers must be mentioned clearly.

3. Place and Date of execution must be mentioned.

4. Official round seal of the bank is mandatory.

(All other terms / text matter of the cl. no.8 of Comm. Terms & Condition of tender remains unchanged)

If EMD amount is paid by DD (i.e. demand draft) then it should be in favour of DGVCL drawn on any Scheduled Bank / Nationalized Bank **Surat**.

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 will be eligible for exemption from payment of EMD on **upload of original copies** of minimum one certificate from group A & B (i.e. one certificate from group A & one certificate from group B) for availing exemption in payment of E.M.D. **(This is mandatory)**.

Group A		Group B	
1	UDYAM Registration Certificate	1	CSPO Registration Certificates
		2	NSIC Registration Certificates
		3	DGS & D Registration Certificates

Note: In view of Ministry of Micro, Small & Medium Enterprises, Govt. of India, New Delhi notification S.O. 2119(E) dated 26th Jun, 2020 and subsequent amendments, **Only "UDYAM REGISTRATION CERTIFICATE"** out of SSI/MSME part II/Udhyog Aadhar Memorandum/Udyam Registration certificate shall remain valid from 1st July-2022 OR from the date as amended in future by the ministry of Micro, Small & Medium enterprises (MSME), Govt. of India.

No benefit of exemption shall be given to the bidders having valid SSI/NSIC certificate of Outside Gujarat State.

No benefit of exemption 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.

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 or B.

This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.

Provisional Registration Certificates are NOT allowed.

- a) The Certificates should indicate the manufacture of items offered. In case of UDYAM REGISTRATION CERTIFICATE / Udyog Aadhar Memorandum, it should indicate the manufacture of related group of item.

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 last date of submission of the bid for this tender.

This is mandatory.

The item wise amount of EMD to be paid by the Bidder is shown in schedule-A of tender documents. The bidders have to pay total amount of EMD for the offered item/s, for which they participate in the tender. Bidder should state the breakup of quoted item/s and EMD paid for the same on letter head and upload the same in Preliminary Stage, **without which, their offer is liable for rejection.**

Sr. No.	Item Description	Tender Qty.	Qty. offered	EMD Amount	MSME (Yes or No)
1					
2					
Total Amount of EMD submitted					

- [iv]** 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.**

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

[v] Declaration **CERTIFICATE-M** regarding Restrictions on Procurement from a Bidder of a country which shares a land border with India.

Note: The bid will be rejected out rightly, if the above mandatory original documents i.e. (At Sr. No.: [i] to [v]) are not uploaded in preliminary Stage of **Online electronic form** and/or physical form (EMD in original document) in "EMD Cover Documents", If Applicable.

Moreover, the following **original documents** (for Techno-commercial Evaluation) are also required to be uploaded in Technical Stage **online electronic form**.

[vi] Declaration duly notarized on Rs. 300/- non judicial stamp paper as per attached **Appendix-4 (Declaration)** with fill up complete details regarding **Authorized representative as Employee of firm** as per Cl. No: 41 of this tender notice i.e. **Conflict of Interest amongst the Bidder/Agents**.

[vii] Drawing/s of each item of tender duly signed & stamped of the bidder as per technical specification / requirement of tender documents, if applicable.

[viii] Valid Bureau of Indian Standard (BIS) license **OR** application of renewal (applied before expiry of license) of such license along with license (expired) and money receipt / acknowledge of BIS, if license expired at the time of bidding. **This is mandatory wherever applicable as per technical specification / requirement of tender documents.**

[ix] Valid Type test report of tender item/s, **not older than 7 years**, from any Govt. approved laboratory or laboratory as per tender requirement / technical specification.

[x] List of orders of tender item/s, executed / under execution, which are received by bidder in last five years (five years from the date of publishing of the tender), from GUVNL (Formerly GEB) or their subsidiary companies viz. MGVCL/DGVCL/UGVCL/PGVCL/GETCO/GSECL should be uploaded in technical Stage **online electronic form**. The details of list of such order/s should cover the details of Order placing company, Date of order, Name of item/s of order, Item wise qty. of order, status of supplies etc. However, any such orders along with performance reports issued by purchaser should be uploaded by bidder in technical stage of online tender. Please note that these details are required for deciding performance / experience / status of bidder.

[xi] The High Quality ISO certificate

[xii] The full set of Audited Accounts & Financial Turnover of last three (03) years. The original scanned copy of same should be uploaded in technical stage of online/e-tender.

The documents mentioned under [vi] to [xii] are required for technical evaluation of bid hence bidder should upload in online electronic form in technical Stage.

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

	<p>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.</p> <p>The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc...</p> <p>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.</p>
3	<p><u>TENDER SAMPLE:</u> (Refer Cl.no.6 of commercial Terms & condition of this tender).</p> <p>This clause mention here under is not applicable to this tender.</p> <p>Three (03) Nos. samples of tender item/s (for each item) are required to be submitted. The submission of sample/s of offered item is mandatory. The samples should be submitted within 5 days of Bid Opening to: The Deputy Engineer, Divisional Store Office, Dakshin Gujarat Viji Company Ltd., Surat® Division office, Kapodara Char Rasta, Nana Varacha Road, SURAT 395 006.</p> <p>The offer, with less received samples or without sample/s or sample/s submitted after due date & time of physical submission of bid, will be rejected out rightly. No further correspondence in this regard will be entertained. The sample/s should have clear marking of the bidder / manufacturer. Further, the testing of tender sample/s may (at the discretion of the DGVCL) be carried out at any Govt. approved laboratory / NABL Accredited Laboratory/ERDA Vadodara as decided by DGVCL which will be binding to all bidders.</p> <p>If tender sample/s has failed during testing in any of the tests, your bid will be out rightly rejected. No any correspondence in this matter shall be entertained.</p>
4	<p><u>DELIVERY PERIOD:</u></p> <p>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) by successful bidder and as per last para of clause no.: 22, "DELIVERY SCHEDULE OF DGVCL" of tendered commercial terms and conditions.</p> <p>However, if DGVCL require earlier delivery , the same should be delivered as per the requirement.</p> <p>If the quantity to be procured is reduced by the Tenderer while placing the order, in that case delivery period will also reduce proportionately.</p> <p>The successful bidder/s has to (i) Pay the security deposit amount within 15 days from the date of receipt of LOA and (ii) Execute the agreement within 20 days from the date of receipt of letter of acceptance (LOA).</p> <p>However, the bidder/s has to submit drawings & Proto inspection offer 21 days & 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 & condition of Clause No.23 of commercial Terms and Conditions shall remain unchanged.</p>
5	<p><u>GUARANTEE:</u></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 18 months of their receipt at site or 12 months 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>
6	<p><u>Cartel:-</u></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>
7	<p>In clause no. 8, 9 & 43 of commercial terms and conditions of tender, wherever Bank Guarantee is / are to be submitted towards EMD, Security Deposit etc., DGVCL would accept Bank Guarantee issued by the following Banks (banks notified latest G.R. by finance department of Govt. of Gujarat dated 01.05.2025) :</p> <p>(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:</p> <p>❖ All Nationalized banks.</p> <p>(B) Guarantees issued by the following Banks will be accepted as SD/EMD for period up to March 31, 2026. The validity cut-off date in the GR is with respect to date of issue of Bank Guarantees irrespective of date of termination of BG.</p> <ol style="list-style-type: none"> 1. AXIS Bank 2. AU Small Finance Bank 3. Bandhan Bank 4. Barclays Bank 5. City Union Bank 6. CSB Bank 7. DBS Bank India Limited 8. DCB Bank

9. Equitas Small Finance Bank
10. ESAF Small Finance Bank
11. FEDERAL Bank
12. HDFC Bank
13. HSBC Bank
14. ICICI Bank
15. IDBI Bank
16. IDFC First Bank
17. Jammu and Kashmir Bank
18. Jana Small Finance Bank
19. Karnataka Bank
20. Karur Vysya Bank
21. Kotak Mahindra Bank
22. South Indian Bank
23. Standard Chartered Bank
24. Tamilnad Mercantile Bank
25. Utkarsh Small Finance Bank
26. YES Bank
27. Ahmedabad Mercantile Co-Op. Bank
28. Nutan Nagrik Sahkari Bank Ltd.
29. Rajkot Nagarik Sahakari Bank Ltd.
30. Saraswat Co-Operative Bank Ltd
31. SBPP Co-operative Bank Ltd.
32. SVC Co-Operative Bank Ltd
33. The Cosmos Co-op Bank Ltd.
34. The Gujarat State Co-operative Bank
35. The Mehsana Urban Co-Op. Bank
36. The Surat District Co-op Bank
37. The Surat People's Co-Op. Bank Ltd
38. The Kalupur Commercial Co-op. Bank
39. The Panchmahal District Co-operative Bank
40. The Baroda District Co-operative Bank
41. Baroda Gujarat Gramin Bank
42. Saurashtra Gramin Bank

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 and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly.

- Note: 1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly.
2. Designation of the officers must be mentioned clearly.
 3. Place and Date of execution must be mentioned.
 4. Official round seal of the bank is mandatory.

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

8	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 & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.
9	Bidders have to upload scanned copies of original (Notarized/ Self-Attested copies of original- as specified in tender document) documents with bid and physical documents not required.
10	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.
11	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.
12	<p>Clause no.: 9 & 43 of commercial Terms and Conditions of tender is modified as under;</p> <p><u>SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:</u></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 <u>APPENDIX-2.</u></p> <p><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></p> <p><u>The single Bank Guarantee should be valid till the completion of Guarantee /Warrantee period including additional one month.</u></p> <p><u>However, in case of the delay in execution / delivery extension of Purchase Order, the supplier shall have to extend such Bank Guarantee accordingly.</u></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 & condition of 9 & 43 of commercial Terms and Conditions shall remain unchanged.</p>
13	<p>VALIDITY OF THE OFFERS:</p> <p>The offers will have to be kept valid for a period of <u>120 days from the date of opening of technical bids.</u></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 & services for the ultimate benefit of the society and Nation. DGVCL 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>Guidelines for placing Vendors / Contractors for Purchase / Works in stop deal / banned for business dealing / black listing:-</p> <p>16.1 <u>The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under:-</u></p> <p><u>A Firm will be placed in a Stop deal / banned for business dealing, if the Firm –</u></p> <p>16.1.1 Has submitted fake, false or forged documents/certificates,</p> <p>16.1.2 Has revised/withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,</p> <p>16.1.3 Has tampered with the stipulated tendering procedure.</p> <p>16.1.4 Has refused to accept Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,</p> <p>16.1.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract,</p> <p>16.1.6 Has failed to provide suitable expertise for the work as per prescheduled programme.</p> <p>16.1.7 Has failed to submit all the necessary test reports / documents within time schedule / as per company's time limit as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.</p> <p>16.1.8 Has indulged in construction and erection of defective works.</p>

- 16.1.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame as specified by the company.
- 16.1.10 Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has unauthorisely disposed of materials / documents/ drawings/ tools or plants or equipment supplied by the Company,
- 16.1.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,
- 16.1.12 Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.
- 16.1.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- 16.1.14 Has parted with, leaked or provided confidential/ proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,
- 16.1.15 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
- 16.1.16 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing / black listing.
- 16.2 Effect of putting a firm for Stop dealing / Banned for business dealing:-
- 16.2.1 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. All the firms / Company where such proprietor / partners / directors involve or participating as proprietor / partners / directors, such firms / Company shall also be considered for stop deal / banned for business dealing / black list.
- 16.2.2 Once the name of the firm and / or proprietor / partners / directors of the firm appears in the list of Stop dealing / Banned for business dealing / black list in any Company of GUVNL and its Subsidiary Companies,
- 16.2.2.1 No enquiry shall be issued to a firm.
- 16.2.2.2 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- 16.2.3 Action to be taken, when a firm and / or proprietor / partners / directors of the firm is put on Stop dealing / Banned for business dealing / blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-
- 16.2.3.1 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.
- 16.2.3.2 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.
- 16.2.3.3 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

	<p>L1.</p> <p>16.2.3.4 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.</p> <p>16.2.4 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.</p> <p>16.2.5 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.</p> <p>16.2.6 When a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works / units 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.</p> <p>16.2.7 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.</p> <p>16.3 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.</p>
17	<p><u>Negotiation and Price matching:-</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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	
		MSME bidders	Non MSME bidders
1	3C x 50 mm ² + 1C x 25 mm ² + 35mm ² LT Aerial Bunched Cables	100.00 KM (50%)	100.00 KM (50%)

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 uploaded in **online electronic form**.

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.

Note: In view of Ministry of Micro, Small and Medium Enterprises, Govt. of India, New Delhi Notification S.O. 2119 (E) dated 26th June, 2020, clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (pt. IV) dated 6th August, 2020, amended Notification S.O. 2347 (E) dated 16th June, 2021 and subsequent amendments, if any issued by MSME in future; only "UDYAM REGISTRATION CERTIFICATE" out of SSI/MSME Part-II/Udyog Aadhar Memorandum/ Udyam Registration Certificate shall remain valid from 1st July, 2022 OR from the date as amended in future by the Ministry of Micro, Small and Medium Enterprises (MSME), Govt. of India.

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.

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% 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

	<p>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.</p> <p>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.</p> <p>19.6 Quantity distribution to Gujarat based Micro, Cottage and Small Scale Industries.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>19.6.4 But in no case total 15% more than rate quoted shall be considered.</p>
20	<p>Types of Supplier:-</p> <p>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</p>
21	<p>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% plus applicable taxes, if any per Week or part thereof, maximum up to 3% Plus applicable taxes, if any of the Dispatch Instructions consignment value.</p>
22	<p>Evaluation: Cl. No 04 of <u>Commercial Terms & Condition of tender</u> is modified as under:</p> <p>No price preference shall be given on any account. All Tenders shall be evaluated on Unit End Cost with GST and Cess as applicable basis unless otherwise mentioned in the Tender documents.</p>
23	<p>(A) PRICES:</p> <p>Cl. No 07 of <u>Commercial Terms & Condition of tender</u> is modified as under:</p> <p>Prices quoted should be Variable and on F.O.R. Destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Tenderer should indicate in the Schedule- "B" (i.e. Price</p>

	<p>Bid), the break-up of Total Unit F.O.R. Destination Price and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must. .</p> <p>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 (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.</p> <p>Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.</p> <p>The offered prices to be indicated in online electronic form of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.</p> <p>The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.</p> <p>Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.</p>
24	<p>Cl. No. 15 of <u>Commercial Terms & Condition of tender</u> is modified as under:</p> <p>Goods and Service Tax (GST) :</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>GST-TDS as per GST act, if applicable will be deducted from bill amount.</p> <p>INPUT TAX CREDIT BENEFIT</p> <p>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.</p>
25	Cl. No. 16 (Sales Tax/VAT), Cl. 17 (Octroi) & Cl. No. 36 of <u>Commercial Terms & Condition of tender</u> is considered as <u>deleted</u> :
26	<p>Cl. No. 19 of <u>Commercial Terms & Condition of tender</u> is modified as under:</p> <p>STATUTORY VARIATION:</p> <p>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.</p> <p>Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.</p>
27	<p>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.</p> <p>Following para is added in Cl no. 26 (Extension in Contractual delivery date)</p> <p>(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.</p>

28 PENALTY FOR LATE DELIVERY: Cl. No 25 of Commercial Terms & Condition of tender is modified as under:

1. Penalty shall be @ 0.5% per Week or part thereof plus applicable taxes, if any as applicable on delayed portion subject to maximum 10% plus applicable taxes, if any as applicable of the **delayed portion** Order 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.
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 applicable taxes, if any as applicable, maximum up to 3% plus applicable taxes, if any 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.

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 applicable taxes, if any as applicable, maximum up to 3% plus applicable taxes, if any 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.

General Guide lines.

In order to avoid delay & possible attraction of penalty,

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.
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.
3. However, the Company shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection.
4. The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection.

However, in case the material is offered for inspection but does not fulfill criteria as per above **clause No. 1** and does not supply material as per delivery schedule, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract.

Due consideration will be given for waiver / levy of penalty (excluding GST already collected and

	<p>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 & D) for which documentary evidence will have to be provided.</p> <p>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>No request for waiver / levy of penalty will be entertained / reviewed during the execution of order.</p> <p>The company reserves the right to recover any dues from the subsidiary company s of GUVNL including GUVNL.</p>
29	<p><u>Penalty on rejected Materials during testing :-</u></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 with applicable taxes, if any as applicable. 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 applicable taxes, if any 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 & 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>
30	<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>
31	<p>Cl. No. 51 (Audit Inspection) of <u>Commercial Terms & Condition of tender</u> is MODIFIED as under:</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</p>

at Government approved laboratory in presence of representatives of supplier and 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 up to 30% (Thirty) of the End Cost Price plus applicable taxes, if any 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 up to 30% (Thirty) of the End Cost Price plus applicable taxes, if any 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 with applicable taxes, if any as applicable.
c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot with applicable taxes, if any 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 with applicable taxes, if any as applicable.

Note: - In case of failure of material in audit testing, the payment equivalent to 1.10 times the value of the failed lot shall be withheld from subsequent payment of other lots of items, till the replaced lot confirm in audit testing. No interest will be paid on such withheld amount. Accordingly, you shall be intimated and penalty if any as per tender terms and conditions should be 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	<p>1st para of Part [C] of cl. No: 53 (Termination of Contract) of commercial terms and conditions is read as under:</p> <p>[c] To cancel the contract.</p> <p>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 be liable to 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>
33	<p>Cl. No. 69 of commercial terms & condition is read as under:</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>
34	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 entertain any request / representation.
35	The tender item is under Critical Category.
36	If any discrepancy found in particular clause of Commercial Terms & 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.
37	<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"> ➤ The Company may place repeat Order / additional Order, provided there is no conspicuous downtrend in the price of such item. ➤ The Company should exercise their right to place repeat orders/ additional orders in case of exigency only. ➤ 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. ➤ The material supplied will be considered on FIFO basis i.e. first applied towards original order & after completion of original order quantity, material supplied will be considered towards repeat / additional order.
38	<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>

	Other text matter & condition of CLAUSE No. 53 remains unchanged.
39	<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	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 & Conditions must be attached with the agreement and the agreement shall have to be executed by the Authorized Person mentioned in the above clause.
41	<p>Conflict of Interest. Among Bidders / Agents:-</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> <p>a) they have proprietor/ partner(s)/ Director(s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/ agent for purposes of this bid; or</p> <p>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</p> <p>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.</p> <p>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:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; And</p> <p>2. Indian/ foreign agent on behalf of only one principal.</p> <p>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;</p> <p>h) in case of a holding company having more than one independently manufacturing units, or</p>

	<p>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.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <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> <p>Regarding above clause, bidders have to submit Declaration (duly Notarized) on Rs. 300/- Non-judicial Stamp Paper indicating/declaring names of Authorized signatory and Authorized Representative by signing/signatures of both jointly along with designation and contact details (office address, Mobile No., E-mail ID) and details of employee mentioning particular tender number in given format of attached Appendix-4 (Declaration).</p>
42	<p>PRICE VARIATION CLAUSE:</p> <p>The Price Variation Formula for AB cable is,</p> $P = P_o + \text{Alph} (A_l - A_o) + \text{Alm} (A_l - A_o) + \text{Aln} (A_l - A_o) + \text{CCFAlph} (CC - CC_o) + \text{CCFAln} (CC - CC_o)$ <p>Wherein,</p> <p>P = Price payable as adjusted in accordance with above appropriate formula (in Rs./Km)</p> <p>P_o = Price Quoted / confirmed (in Rs. /Km)</p> <p>Alph = Variation Factor of Aluminium for Phase conductor (weight of Aluminium in MT/KM) according to size of cable shall be as under.</p> <p>Alm = Variation Factor of Aluminium for messenger conductor (weight of Aluminium in MT/KM) according to size of cable shall be as under.</p> <p>Aln = Variation Factor of Aluminium for neutral conductor (weight of Aluminium in MT/KM) according to size of cable shall be as under.</p> <p>A_l = Prices of LME Aluminum (LME Average settlement price including premium of ingot). This price is as applicable of first working day of the month, one month prior to date of delivery.</p> <p>A_o = Prices of LME Average Settlement price including premium for Aluminium ingot (in Rs./MT). This prices is as applicable of first working day of the month, one month prior to date of tendering (i.e. one month prior to the date of opening of tender).</p> <p>CCFAlph = Variation Factor of XLPE for Phase Conductor (weight of XLPE in MT/KM) according to size of cable shall be as under.</p>

CCFAIn = Variation Factor of XLPE for Neutral Conductor (weight of XLPE in MT/KM) according to size of cable shall be as under.

Cc = Price of XLPE Compound in Rs/MT of a representative grade applicable for LV Aerial Bunch Cables; as quoted by supplier/s. This prices is as applicable of first working day of the month, one month prior to date of delivery.

Cco = Price of XLPE Compound in Rs/MT of a representative grade applicable for LV Aerial Bunch Cables; as quoted by supplier/s. This prices is as applicable of first working day of the month, one month prior to date of tendering (i.e. one month prior to the date of opening of tender).

Notes:

- a. All the prices of raw materials are exclusive of GST amount and exclusive of any other central, state or local taxes.
- b. All prices are as on 1st working day of the month
- c. The details of prices are,
 1. The prices of aluminium (in Rs./MT) is the average ex-works price of LME Average Settlement price including premium for ingot.
 2. The prices of XLPE Compound (in Rs./MT) is ex-works price, as quoted by the manufacturer.

The variation factors shall be as under:

Size of LT Aerial Bunch Cable	Alph	Alm	Aln	CCFAI _{Ph}	CCFAI _n
1C X 35 sqmm + 35 sqmm	0.101	0	0.101	0.033	0.033
2C X 50 sqmm + 1C X 25 sqmm + 35 sqmm	0.274	0.101	0.073	0.094	0.029
3C X 35 sqmm + 1C X 16 sqmm + 25 sqmm	0.303	0.073	0.046	0.099	0.024
3C X 50 sqmm + 1C X 25 sqmm + 35 sqmm	0.411	0.101	0.073	0.141	0.029

Conditions of PV (Price Variation):

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 the 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 the lower of the following:

	<p>a. Worked out with indices applicable for the schedule date of delivery of materials/month OR</p> <p>b. Worked out with indices applicable for the actual date of delivery of materials/month</p> <p>3. For delayed deliveries and also beyond the contractual delivery period, price shall be payable at the lower of the following but subject to DISCOM accept the materials:</p> <p>a. Worked out with indices applicable for the schedule date of delivery of materials/month OR</p> <p>b. Worked out with indices applicable for the actual date of delivery of materials/month OR</p> <p>c. Worked out with indices applicable for the last date of contractual delivery of materials/month</p> <p>4. The pre-ponement of delivery should not be entertained to avoid the inventory carrying cost unless it is extremely essential for the work under execution. However, the prices as worked out indices applicable for actual date of delivery of materials / month shall be payable.</p> <p>5. The date of delivery is the date on which the materials is notified as being ready for inspection / dispatch subject to condition that the materials 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 materials at store is to be considered.</p> <p>6. The supplier will have to submit all supporting documents like IEEMA Circulars, PV Calculation sheet etc. duly attested along with invoice.</p> <p>For delayed delivery beyond schedule delivery date, the penalty shall be applicable as per AT (i.e. Purchase order) terms.</p>
43	Bidders are requested to mention details of their works from where material will be supplied in Annexure-3 strictly in accordance with their details in the vendor registration certificate. Only one works will be allowed for each tender item. Note that status of the bidder i.e. NEW-1/ NEW-2/REGULAR will be considered on the basis of successful execution of orders from respective works only.
44	Bidders are requested to ensure that quantity offered details in Annexure-4 (on-line) of Commercial Terms and Condition and in Price bid (on-line) should be same. In case of any discrepancy, quantity offered in Annexure-4 (on-line) shall be considered as final quoted quantity.
45	Bidder has to ensure that the offered quantity of tender item should be commensurate with DGVCL's delivery schedule otherwise offer is liable to be rejected out rightly. The quantity to be purchased will be decided by DGVCL.
46	Drawing/s of tender item duly signed & stamped of the bidder is required to be submitted wherever applicable , in physical form as per technical specification / requirement of tender documents.
47	In Commercial Terms & Conditions whenever "plus GST" mentioned, it is to be replaced with "plus GST and Cess as applicable".
48	Seal and signature in "Important Instruction" is MUST.

49	<u>DELAYED AND LATE TENDERS:-</u> No tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delay due to postal services or any other reasons and DGVCL shall not assume any responsibility for late receipt of tender. <u>Any correspondence in this matter will not be entertained.</u>
50	The terms and conditions of this tender are derived from the provisions stated under prevailing Purchase Policy-2016 (along with its amendments) of GUVNL. If any dispute or discrepancy arises in any respect at any stage, the aforesaid Purchase Policy-2016 and its amendments made by GUVNL shall be considered as final and obligatory to the either side. Purchase Policy-2016 and its amendments are available at our website www.dgvcl.com .
51	<u>All the Tenderers must ensure that all the relevant documents / papers uploaded online electronic form in preliminary & technical stage with the tender should be serially numbered and properly documented. These uploaded scanned documents (in PDF form) remain legible and should not be password protected.</u>
52	Tenderer should invariably fill up all the details of all the Annexure including the prices in <u>on line Annexure</u> of this tender. <u>This is mandatory.</u> Also all the Annexure should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper in each copies uploaded in online electronic form .
53	The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page / papers of the tender documents.
54	The Modified Bank Guarantee Formats to cover Execution Period and Guarantee /Warranty Period shall be considered as mentioned on page no. 62 to 64 of CTC and Check list.pdf file.
55	All the required type tests should not be older than 7 (Seven) years from any Govt. Approved NABL Accredited Laboratory. All the required type tests on one particular item must have been conducted in the span of one year only.
56	In case, if any bidder has submitted false information/Data/Documents against this tender, DGVCL shall exercise its discretionary power to take action like Periodic/ Permanent stop deal / Cancellation of vendor registration / forfeit EMD and reject Bid / forfeit the performance guarantee towards execution (Security Deposit) in favor of DISCOMs of GUVNL / forfeit the performance guarantee towards Guarantee in favor of DISCOMs of GUVNL, or any other action decided by DISCOM /Purchaser. No any correspondence will be entertained in this regard. However, the decision of DGVCL shall be final and binding to Tenderer.
57	It shall be sole responsibility of the bidder that the uploaded original scanned documents (in PDF form) remain legible and should not be password protected.
58	A Check List related to EMD Documents and Technical Documents is to be prepared & Uploaded by the bidder in Preliminary stage & Technical Stage respectively. Documents Uploaded in technical Stage should be as per order of Technical check list. This is mandatory.
59	Successful bidder may have to submit documents required by DGVCL.
60	<u>"BIS license Certification:</u> The duly notarized copy of valid Bureau of Indian Standard (BIS) license certificate of quoted item is required to be submitted wherever applicable as per <u>technical specification/ requirement of tender. If bidder who has applied for new/renewal of license before opening of tender, in that case such bidder can participate in tender subject to submission of copy of money receipt of fees paid in BIS and acknowledgement of BIS/ down loaded copy of list of new/renewal applications uploaded by BIS on their web site in technical bid. However, such bidders shall have to submit the copy of BIS license (duly notarized) within 45 days from the date of receipt of order Letter of Acceptance, failing which Letter of Acceptance (LOA) may be rejected at discretion of respective DISCOM without any further correspondences in the matter."</u>

61	<p>Clause no.54 : ARBITRATION of commercial Terms and Conditions of tender is replaced as under :</p> <p>(1) Amicable Settlement: Any Dispute, difference controversy or claim between the parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as " the dispute") shall, upon the written request of either party be referred to the authorized representative of the disputing parties for resolution. The authorized representative shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.</p> <p>(2) Arbitration: If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of this Clause, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Center (Domestic and international) High court of Gujarat at Ahmedabad ("the center" for short), currently functioning in the high court complex, sola, Ahmedabad for appointment of arbitrator and thereupon, the center shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. If the parties unanimously agree to appoint three arbitrators, then in that case, each party shall appoint one arbitrator from the panel of arbitrators of the center, and the center shall appoint the third arbitrator, who will act as the Presiding arbitrator. Such Arbitration shall be the sole and exclusive remedy between the parties for all disputes arising under or in connection with this agreement. The arbitration shall take place at the Arbitration Center, Ahmedabad, High Court complex, Sola, Ahmedabad, Gujarat, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the proceedings shall be conducted in English. The arbitration award shall be final and binding on the parties.</p> <p>Other text matter & condition of CLAUSE No. 54 remains unchanged.</p>
62	<p>Compliance with Latest Indian Standards:</p> <p>The item shall conform to the latest edition of the relevant Indian Standard (IS) issued by the Bureau of Indian Standards (BIS), including all amendments and revisions.</p> <p>In case the IS number for the specified item has been revised, superseded, or replaced, the updated IS code shall be deemed applicable. The bidder shall ensure compliance with the latest version, and no claim shall be entertained on account of changes in the IS number or its content.</p> <p>The bidder is responsible for verifying the current status of the applicable IS code and incorporating any amendments issued by BIS. All testing, inspection, and certification shall be carried out in accordance with the latest IS specifications.</p>
63	<p><u>REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA :</u></p> <p>I. Any bidder from a country which shares a land border with India i.e. China, Pakistan and Bhutan will be eligible to bid in this tender only if the bidder is registered with the Registration committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT).</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain</p>

contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" as mentioned above for the purpose of this Order means: -

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

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

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

Explanation-

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

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (Related to tenders for Works contracts, including Turnkey contracts)

Every bidder/s should, at the time of submission of bid, give a declaration as per attached **Certificate-M** for above in **online electronic** form at Preliminary stage.

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

CERTIFICATE – M

(To be uploaded in **online electronic form** of this tender)

Subject: Supply of _____

Reference: Tender enquiry No.: DGVCL/ /
Due on date: / / 2025-26

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

OR

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

Seal of the Firm

Signature of the Authorized Representative of
the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

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. 5000/- as registration charges plus applicable GST and submit application along with following documents.

The applicability of vendor registration period shall be as per existing vendor registration for all items.

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. The entire Vendor Registration process shall be completed within 45 calendar days of receipt of the application for domestic firms in all respects, while in case of foreign firm; it should be completed within 90 calendar Days.

- 1.3.5. In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay requisite regular Registration fees plus applicable GST and factory inspection shall be carried out as per norms.

After shifting of factory, Supplier's status as it is i.e. New-1/ New-2/ Regular as the case may be, can be considered subject to conditions that (i) Name of Company shall be in its original name, (ii) Firm has completely close down old works & shifted to New place, (iii) All Machinery & Testing facility available at old works should be at least available at New Place, (iv) Firm has to submit all required Type tests from new (shifted) works for all items mentioned in existing Vendor Registration Certificate, if validity of existing old type test reports is completed (v) There should not be any pending supply from existing works in any of GUVNL and its Subsidiary Companies, and (vi) Respective subsidiary has to cancel the registration given at existing place before issue of new registration at new place.

The Vendor Registration period shall be as per existing Vendor Registration for all items. No shifting shall be allowed during execution of order. However, if there is no any ongoing supply pending in respect of previous order and supply yet to started in case of recent issued orders, in such circumstances, shifting may be permitted, provided there is no change in the legal status of the vendor and vendor undertakes to uphold existing contractual obligations from previous supply at the new factory premises and obligations arise out of LOA issued, for which supply is yet to commence. Shall be fulfilled from new premises without any deviations.

- 1.3.6. 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 with payment of Rs. 5000/- plus applicable GST as fees, 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 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.

- 1.3.7. 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.

- 1.3.8. 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.
- 1.3.9. 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.
- 1.3.10. 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.
- 1.3.11. 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):
 - 1.3.11.1. Northern Region ----- UGVCL,
 - 1.3.11.2. Western Region ----- PGVCL,
 - 1.3.11.3. Southern Region ----- DGVCL,
 - 1.3.11.4. Eastern and North-Eastern Region ---- MGVL
- 1.3.12. 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.
- 1.3.13. 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.
- 1.3.14. 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.
- 1.3.15. 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.

- 1.3.16. 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.
- 1.3.17. 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.
- 1.3.18. 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.
- 1.3.19. 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).
- 1.3.20. 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.
- 1.3.21. All the forms of Vendor Registration must be identified by Unique Number and to use same format by all the subsidiary Companies to maintain uniformity and to avoid any kind of confusion. All subsidiary Companies shall maintain computerized record of Registered Vendor and update regularly and share with other Companies.
- 1.3.22. 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.
- 1.3.23. 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.
- 1.3.24. For certain value high technological application, for which, reliable operation of the equipment installed is a prime requirement and for that time tested product is necessary, as failure of any of the equipment leads to major power disruption to a larger group of the people and industries. The manufacturing of such equipment's requires high precision equipment and tooling with skilled manpower. It is historically established that technology and manufacturing ability of any company is validated after certain years of field operation, in spite of equipment being type tested. As the risks are high, some critical equipment for which Pre-Qualification Requirement is necessary to consider in the tender. However, Item-wise pre-qualification requirement should be incorporated in the tender documents after getting approval from the Board / Purchase Committee of respective Company. The reason for granting such PQR shall be appropriately recorded. Once approved, it should not be changed or modified without prior permission of the Board / Purchase Committee of respective company.
- 1.3.25. Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.

- 1.3.26. 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 The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under. A Firm will be placed in a Stop deal / banned for business dealing /blacklist, if the Firm
- 1.4.3.1 Has submitted fake, false or forged documents/certificates,
 - 1.4.3.2 Has revised/ withdrawn price bid after opening of Techno commercial bid, until and unless it is sought for,
 - 1.4.3.3 Has tampered with the stipulated tendering procedure.
 - 1.4.3.4 Has refused to accept Letter of Acceptance/ Purchase Order/Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,
 - 1.4.3.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract,
 - 1.4.3.6 Has failed to provide suitable expertise for the work as per pre-scheduled program.
 - 1.4.3.7 Has failed to submit all the necessary tests reports /documents within time schedule / as per Company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports /documents to the firm.
 - 1.4.3.8 Has indulged in construction and erection of defective works.
 - 1.4.3.9 Has supplied inferior quality/ defective materials and refused to replace with stipulated time rame, as specified by the Company,
 - 1.4.3.10 Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has unauthorisely disposed of materials/ documents/ drawings/tools or plants or equipment supplied by the Company.
 - 1.4.3.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,
 - 1.4.3.12 Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.
 - 1.4.3.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
 - 1.4.3.14 Has parted with, leaked or provided confidential/ proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,
 - 1.4.3.15 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
 - 1.4.3.16 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting.
- 1.4.4 Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.
- 1.4.4.1 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.

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,

1.4.4.1.1 No enquiry shall be issued to a firm.

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

1.4.4.2 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:-

1.4.4.2.1 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.

1.4.4.2.2 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.

1.4.4.2.3 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.

1.4.4.2.4 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.

1.4.4.3 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.

1.4.4.4 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.

1.4.4.5 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.

1.4.4.6 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.

1.4.4.7 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.

1.4.5 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 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 concerned 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.
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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/Udyam registration Certificate) & 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.

Note: In view of Ministry of Micro, Small and Medium Enterprises, Govt. of India, New Delhi Notification S.O. 2119 (E) dated 26th June, 2020, clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (pt. IV) dated 6th August, 2020, amended Notification

S.O. 2347 (E) dated 16th June, 2021 and subsequent amendments, if any issued by MSME in future; only "UDYAM REGISTRATION CERTIFICATE" out of SSI/MSME Part-II/Udyog Aadhar Memorandum/ Udyam Registration Certificate shall remain valid from 1st July, 2022 OR from the date as amended in future by the Ministry of Micro, Small and Medium Enterprises (MSME), Govt. of India.

- 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.
10. The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee/Warrantee period, equivalent to higher of two Bank Guarantee i.e. Security Deposit and Performance Guarantee as mentioned in Clause No. 1 to 3 above. It should be valid till completion of Guarantee/Warrantee Period including additional one month. However, in case of the delay in execution/delivery extension of Purchase Order, the supplier shall have to extend such Bank Guarantee accordingly.

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/2617/3C LT AB Cable

Sr. No	Description of material as per Tender Specification	Tender Qty. in KM	Unit	HSN/S AC Code of the Material	GST Rate	Quantity Offered By the Tenderer In KM	Unit Ex-work s price in Rs.	Unit freight, packing and forwarding charges in Rs.	Unit Insurance charges in Rs.	Total Unit FOR Destinatio on 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	3C LT AB Cable of Size 3C x 50 mm ² + 1C x 25 mm ² + 35mm ²	200	KM											

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)