

**MADHYA GUJARAT VIJ COMPANY LIMITED**

Registered Office: Sardar Patel Vidyut Bhavan, 5th Floor, Race Course, Vadodara - 390 007. Phone No. 0265 - 2327481/2310583-86
 Web Site: www.mgvcl.com, E-mail: acepro.mgvcl@gebmail.com
 CIN No. U40102GJ2003SGC042907

Tender No: MGVCL/PROC/2026-27/2209/3C LT AB Cable

Additional Chief Engineer (Proc.) invites “On line Tenders “(e-tendering) only from registered manufacturers of India having GST registration for **Purchase of 3C LT Aerial Bunched (AB) Cable of sizes: 3Cx120(Ph)+1Cx120(N)+70(M) mm² as per specification, terms and condition of tender.** Tender documents & Specifications etc. may be down loaded from Web site <https://mgvcltender.nprocure.com> (for view, down load and on line submission) and GUVNL / MGVCL web sites www.gseb.com & www.mgvcl.com (for view & down load only).

“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

Sr. No.	Description			
1	Tender No.:	MGVCL/PROC/2026-27/2209/3C LT AB Cable		
2	Tender Item:	Purchase of 3C LT Aerial Bunched (AB) Cable of sizes: 3Cx120(Ph)+1Cx120(N)+70(M) mm ² for the year 2026-27		
3	Tender Fee in Rs. (non-refundable)	Rs. 10000.0 + Rs.1800.0 (18 % GST) = Rs. 11800.00 (Rs. Eleven Thousand Eight Hundred Only)		
4	Item wise Earnest Money Deposit amount in Rs.	Item (Critical)	EMD Amount for MSME units in Rs.	EMD amount for Non-MSME units in Rs.
		3C x 120 (Ph) + 1Cx 120 (N) + 70 (M) mm ²	3.00 Lacs	3.75 Lacs
5	Last Date & Time of Online (e-tender) submission of offer (i.e. Preliminary, Technical, Price Bid) (This is mandatory)	09.07.2026 (up to 16.00 hrs)		
6	Date of opening of preliminary stage in online mode.	10.07.2026 (at 11.00 hrs.)		
7	Last Date of submission of “EMD Cover Documents” (Original Tender & EMD Fee documents in physical form, If applicable) and Sample/s, if any by RPAD or SPEED POST only	Within 5 Days of Preliminary Bid Opening i.e. 14.07.2026, up to 16:00 Hrs.		
8	Date of opening of Technical stage in online mode. (If possible)	15.07.2026 (at 11.00 hrs.)		
9	Tentative Date of opening of Price bid in online mode / e-tender (if possible)	22.07.2026 (at 11.00 hrs.)		

Signature of bidder :

Date:

Place:

Company's Round Seal:

- Every bidder has to mention their GSTIN No. at the time of payment of applicable fees.

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 ANY DEVIATION WILL BE FOUND IN THAT CASE, THE TENDERS / OFFER WILL BE OUTRIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.

[A] All the relevant documents as mentioned in Schedule-A of tender (here under) are required to upload scanned copy of original documents (Notarized/Self attested copies of original - as specified in tender document) ***in Electronics form (in PDF format only) at respective stage in n-procure*** only (i.e. Preliminary Stage & Technical Stage). However **Original EMD Fee documents must be submitted in physical form (i.e. If payment through DD/Pay order/Banker's Cheque/Bank Guarantee) strictly by Speed Post or RPAD only addressed to ADDITIONAL CHIEF ENGINEER (PROCUREMENT), MADHYA GUJARAT VIJ COMPANY LTD., CORPORATE OFFICE, 5TH FLOOR, SARDAR PATEL VIDYUT BHAVAN, RACE COURSE, VADODARA - 390 007** in sealed cover "**EMD Cover Document**" within 5 days of Preliminary Bid opening, otherwise the offer will not be considered and no any further communication in the matter will be entertained.

[B] Required documents as mentioned in clause no. 38 of commercial terms and condition / as mentioned in Annexure-11 of online tender should be uploaded in technical stage of online bid. In case of non attachment of mandatory document or attachment of wrong document, bid may be rejected at discretion of MGVCL.

[C] Any deviation found in Data / Details / Documents between on line offer (e-tendering) and uploaded scanned documents (Tender document fee, EMD, Vendor Registration, Technical and commercial documents etc.) of bidder, offer of the same shall be liable for rejection at the discretion of MGVCL

[D] 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.

Remarks: Applicable GST rates needs to be mentioned in Column no. 6 (Applicable GST rate) of price bid and in case of bidders opting for composition scheme, "C" shall be mentioned and amount (in Rs.) shall be "0"(Zero) in column no. 12 (Unit GST in Rs.) in online price bid.

[E] If the physical documents of tender (i.e. **Original EMD Fee documents**, if **payment through DD/Pay order/Banker's Cheque/Bank Guarantee**) will not reach to this office within stipulated time mentioned in tender notice, offer will be outrightly rejected even of successful submission of Online tender.

Signature of bidder :		Company's Round Seal:
Date:	Place:	

[F] DELAYED AND LATE TENDERS:-

No tender (i.e. EMD Cover Documents, if applicable) shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delayed due to postal service or any other reasons and concern company shall not assume any responsibility for late receipt of tender. Any correspondence in this matter will not be entertained.

Note:- Bidders should be in touch with websites <https://mgvcltender.nprocure.com> & www.mgvcl.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 not publish in newspaper.

[G] Vendor Registration for this particular tender Item:

(A) The bidders having valid vendor registration certificate of **3C X 35 mm² + 1C X 16 mm² + 25 mm² LT AB Cable & 3C X 50 mm² + 1C X 25 mm² + 35 mm² LT AB Cable** can also participate in the tender for **higher capacity of 3C LT AB Cable** Subject to giving consent to furnish type test report and vendor registration Certificate for particular size of 3C LT AB Cable within commencement period without affecting delivery schedule.

(B) For New Vendor: Being a new products (i.e. higher capacity of 3C LT AB Cable), which are going to be procured first time by MGVCL, 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, the process of tender shall not be delayed by the Company merely because of vendor application of a bidder is in process.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the **ADDITIONAL CHIEF ENGINEER (PROC.) MADHYA GUJARAT VIJ COMPANY LTD., 5th FLOOR, CORPORATE OFFICE, SARDAR PATEL VIDYUT BHAVAN, RACE COURSE , VADODARA - 390 007.**

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

For and on behalf of MGVCL,
Additional Chief Engineer (Proc.)

Tender Documents in (PDF Format) which consists of:

- ☞ Commercial Terms & Conditions
- ☞ Purchase Agreement.
- ☞ Schedule-A (Important condition and tender notice) indicating the quantities
- ☞ Specifications and GTP of tender item/s
- ☞ Drawing (if any),

Signature of bidder :		Company's Round Seal:
Date:	Place:	

To view the PDF file please use “Acrobat Reader” soft ware 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 Info tower, 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@gnvfc.net

Other Terms & Conditions as per detailed tender document

Signature of bidder :		Company's Round Seal:
Date:	Place:	

MGVCL/PROC/2026-27/2209/3C LT AB Cable
SCHEDULE-- 'A'

Tender No: MGVCL/PROC/2026-27/2209/3C LT AB Cable

Sr. No.	Description of Item (Critical)	Unit	Purchase Qty.
1	3Cx120(Ph)+1Cx120(N)+70(M) mm ²	KM	150

NOTE: IMPORTANT

1.	Offers are invited from the registered Manufacturers having works in India
2.	The quantity mentioned above is tentative. No Dispute for non-purchase or purchase of very less quantity shall be entertained and MGVCL's decision in this regards, shall be binding to the Bidders. The MGVCL reserve the right to reduce the tender quantity as per their requirement at the time of finalization of the tender.
3.	<p><u>'EMD COVER DOCUMENTS' CONTAINS THE FOLLOWING, <i>If Applicable</i>:</u></p> <p>The following documents as stated hereunder out of 8 documents mentioned in clause no.: 8 of commercial terms and condition of tender are required to upload scanned copy of original documents (Notarized/Self attested copies of original - as specified in tender document) in Electronics form (in PDF format only) at respective stage in n-procure only (i.e. Preliminary Stage & Technical Stage). However Original EMD Fee documents must be submitted in physical form (i.e. If payment through DD/Pay order/Banker's Cheque/Bank Guarantee) strictly by Speed Post or RPAD only in sealed cover "EMD Cover Document".</p> <p>However, the other text matter and conditions mentioned in clause no.:8 of commercial terms and condition remains same.</p> <p>3 [1] 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>shall have to pay Tender Fee by RTGS/NEFT/ONLINE</u>. The Tender fee amount paid by RTGS/NEFT/ONLINE <u>mode should invariably mention the Tender Number</u> and receipt of payment transfer through RTGS/NEFT/ONLINE must be uploaded at preliminary stage. Details of RTGS/NEFT/ONLINE are given here under Cl. No: 3[3].• Bidder can pay the Tender fee amount plus GST as applicable in CASH (Up to Rs. 10,000/-) at Cash counter of MGVCL Corporate Office, Vadodara during working days between 10:30 A.M. to 04:00 P.M. and on working Saturday 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 <u>original</u> copy of money receipt of Tender fee payment 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>3[2] Original Copy of GST registration certificate must be upload in preliminary stage of (n)</p>

Signature of bidder :

Date:

Place:

Company's Round Seal:

Procure. This is mandatory.

3[3] 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.

Bidders can pay E.M.D. amount by below mentioned way. **This is mandatory.**

- **Bidder/s shall have to pay EMD by RTGS/NEFT/ONLINE up to Rs.3 Lakhs.** The EMD amount paid by RTGS/ NEFT/ONLINE **mode should invariably mention the Tender Number** and receipt of payment transfer through RTGS/NEFT/ONLINE mode must be **uploaded** at preliminary stage. Details of RTGS/NEFT/ONLINE are shown below.

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

Sr. No.	Particulars	Requisite Details
1.	Name of Bank	State Bank of India
2.	Name of Branch	Industrial Finance Branch, Mid Town Building, Jetalpur Road, Baroda
3.	Branch Code	01946
4.	MICR Code	390002030
5.	IFSC Code	SBIN0001946
6.	Name of Account	Madhya Gujarat Vij Company Ltd.
7.	Account No.	30047792420

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

- Bidder/s can pay the E.M.D. amount in CASH (Up to Rs. 10,000/-) at Cash counter of MGVCL Corporate Office, Vadodara during working days between 10:30 A.M. to 04:00 P.M. and on working Saturday 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 **original** copy of money receipt of EMD fee payment in preliminary stage.
- **If the EMD amount is more than Rs. 3 Lakhs,** Bidder/s can pay the E.M.D. amount by way of **RTGS/NEFT/ONLINE /DD/Banker's Cheque/Pay order/Bank Guarantee.** The EMD amount paid by RTGS/ NEFT/ONLINE **mode should invariably mention the Tender Number** and The scanned copy of original documents (i.e. receipt of payment transfer through RTGS/NEFT/ONLINE mode/DD/Banker's Cheque/Pay order/Bank Guarantee) must be uploaded at preliminary stage & original copy of the same will have to be submitted in physical in Sealed cover stating **"EMD cover Documents"** at the office address specified in this tender documents within 5 days of Bid opening **by Speed Post or RPAD only.**

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.

If EMD amount is paid by DD (i.e. demand draft)/ Banker's Cheque then it is in favour of **"Madhya Gujarat Vij Company Limited"**, Payable at Vadodara.

Signature of bidder :

Date:

Place:

Company's Round Seal:

- a) 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 duly notarized 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 with time to time Notification issued from Ministry of Micro, Small & Medium Enterprises (MSME), Govt of India.

- b) 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.
- c) This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other inter mediators.

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, If applicable.**

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

3[4] The Original Copy of valid vendor registration letter of tender item/s issued by GUVNL or it's any subsidiary company OR the copy of receipt of the fees paid towards vendor registration must be upload in preliminary stage of (n) Procure. 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).

Signature of bidder :

Date:

Place:

Company's Round Seal:

3[5] Original Notarized copy of Declaration **CERTIFICATE-M** regarding Restrictions on Procurement from a Bidder of a country which shares a land border with India **must be upload in preliminary stage of (n) Procure.**

Note: Note: The bid will be rejected out rightly, if the above mandatory original documents i.e. (At Sr. No.: 3[1] to 3[5]) are not uploaded at preliminary Stage of Online Mode and/or physical form (Original EMD Fee document, if applicable) in “EMD Cover Documents”

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

3[6] Original Notarized copy of Declaration as per attached **Annexure-C** with fill up complete details regarding **Authorized representative as Employee of firm** as per Cl. No: 42 of this tender notice i.e. **Conflict of Interest amongst the Bidder/Agents.**

3[7] Drawing/s of each item of tender duly signed & stamped of the bidder as per technical specification / requirement of tender documents, if applicable.

3[8] The Copy of valid Bureau of Indian Standard (BIS) license **OR** copy of application of renewal (applied before expiry of license) of such license along with photo copy of license (expired) and copy of money receipt / acknowledge of BIS, if license expired at the time of bidding, **duly notarized. This is mandatory wherever applicable as per technical specification / requirement of tender documents.**

3[9] Valid Type test report of tender item/s, **not older than 7 years**, from any Govt. approved NABL Accredited laboratory or laboratory as per tender requirement / technical specification, duly notarized. All required type test on one particular must have been conducted in the span of 1 year only.

3[10] 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 of online mode.** 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, the copies of 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.

3[11] The tenderers must be **required to upload** 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. Moreover, Bidders shall have to submit **GTP in online (e-tendering form) only**

3[12] The Copy of High Quality ISO certificate duly notarized

3[13] The copy of 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 3[6] to 3[13] are required for technical evaluation of bid hence bidder should upload the same in technical Stage.

Signature of bidder :

Date:

Place:

Company's Round Seal:

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

- a) EMD of the unsuccessful Tenderer if paid in Cash / Demand Draft / Banker's Cheque will be returned within 15 days from the date of placing of the order to the successful Tenderer through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD against original Money Receipt shall be entertained by the Company. The Bank Guarantee of the unsuccessful Tenderer towards EMD shall be returned within 15 days from the date of placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids.
The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc...
- b) EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against order placed on them.

4. **DELIVERY PERIOD:**

The delivery of total allocated quantity of material against this tender shall be completed in **Seven (7) months** on equal monthly basis. However, the delivery period shall be reckoned after **90 days (Ninety 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 MGVCL" of tendered commercial terms and conditions.

However, if Company requires earlier delivery; the same should be delivered as per their requirement.

If the quantity offered by the tenderer is reduced while placing the order, in that case delivery period quoted by the tenderer will also be reduced proportionately.

Note that the supplier has to offer inspection call of equivalent quantity of monthly delivery schedule in every month in one time. If offered quantity for inspection will be less than the monthly delivery schedule, then the inspection call for inspection will not be considered.

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). However, the bidder/s has to submit drawings & Proto inspection offer 21 days & 10 days respectively prior to date of completion of commencement period.

Further in commencement period, formalities related to getting approval of drawing, Type test & proto sample etc. if applicable shall have to be completed.

Addition in relevant Clauses of DELIVERY PERIOD of the tender notice Schedule-A and commercial Terms and Conditions of tender is as under:

DELIVERY DEFERMENT: In case of deferment in delivery, supplier should be intimated in

Signature of bidder :

Date:

Place:

Company's Round Seal:

	writing well before two months. Other text matter & condition of above clause remains unchanged.				
5.	<p><u>GUARANTEE:</u></p> <p>If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 months of their receipt at site or 12 months from the date of commissioning of equipments whichever is earlier.</p> <p>The successful supplier will be responsible for the proper performance of the equipments /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>Following clauses of commercial terms and conditions of tender may please be considered as deleted (not applicable) for this tender.</p> <table border="1"> <tr> <td>1</td><td>Clause No. 5 (B) Quantity Distribution</td></tr> <tr> <td>2</td><td>Clause No. 58 Tenderer, if agent</td></tr> </table>	1	Clause No. 5 (B) Quantity Distribution	2	Clause No. 58 Tenderer, if agent
1	Clause No. 5 (B) Quantity Distribution				
2	Clause No. 58 Tenderer, if agent				
8.	<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, Performance Guarantee towards Warranty / Guarantee etc., MGVCL will accept Bank Guarantee issued by the Banks as notified from time to time by the Finance Department, GoG. The bidders, in their own interest, are advised to visit website of Finance Department of Government of Gujarat for details of notified Bank.</p> <p>If Bank Guarantee(s) is / are submitted of the bank other than banks notified under latest G.R. by finance department of Govt. of Gujarat, it will not be accepted by MGVCL and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly.</p> <p>Bidders are requested to note the same. 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.</p>				
9.	<p>Bidders are requested to submit details of Revised Annexure-13 in online in technical stage and this is mandatory. If bidder does not submit the revised <u>Annexure-13</u> (By clicking <input checked="" type="checkbox"/> for I / We accepts above undertaking),, the bid shall be rejected outrightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence</p>				

Signature of bidder :

Date:

Place:

Company's Round Seal:

	in this regard will be entertained.
10	Bidders are requested to ensure that quantity offered details in on-line EMD form; 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 shall be considered as final quoted quantity.
11	The bid (EMD Cover Document) which is not opened due to any reason/s in that case the physical bid may not be returned to the bidder (at discretion of MGVCL).
12	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.
13	Bidders are informed that their employee authorized in writing will only be allowed as their "Authorized Representative" for all purpose to deal with MGVCL in respect of this Tender. Non employee cannot deal/should not be allowed to deal with the Company.
14	<p>Clause no.: 9 & 43 of commercial Terms and Conditions and clause of tender notice schedule-A of tender is modified as under;</p> <p><u>SECURITY DEPOSITE/ 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>14.1 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>14.2 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>14.3 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>14.4 Item wise Security Deposit / Performance Guarantee are given in attached <u>APPENDIX-2</u></p> <p>14.5 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 Sr No. 10 of <u>APPENDIX-2</u>.</p> <p><u>Addition in relevant Clauses in the Clause no.: 9 & 43 of commercial Terms and Conditions is as under :</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</p>

Signature of bidder :

Date:

Place:

Company's Round Seal:

	<p>permanent Bank Guarantee.</p> <p>1.6. The vendor have to submit an undertaking stating that Company can en cash 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 remains unchanged.</p>
15	<p><u>VALIDITY OF THE OFFERS:</u></p> <p>The offers will have to be kept valid for a period of 120 days from the date of opening of technical bids. It is mandatory.</p>
16	<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>
17	<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. MGVCL 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>
18	<p>In case of any bidder / firm is Stop dealing / Banned for business dealing/ blacklisting by GUVNL or their any subsidiary company in that case the following shall be applicable. Bidders may note:</p> <p>18.1 The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under.</p> <p>A Firm will be placed in a Stop deal / banned for business dealing / blacklist, if the Firm</p> <p>18.1.1. Has submitted fake, false or forged documents/certificates,</p> <p>18.1.2. Has revised/ withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,</p> <p>18.1.3. Has tampered with the stipulated tendering procedure.</p> <p>18.1.4. 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>18.1.5. Has committed breach of contract or has failed to perform a contract or has abandoned the contract,</p> <p>18.1.6. Has failed to provide suitable expertise for the work as per pre-scheduled program.</p> <p>18.1.7. 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.</p> <p>18.1.8. Has indulged in construction and erection of defective works.</p> <p>18.1.9. Has supplied inferior quality/ defective materials and refused to replace with stipulated time frame, as specified by the Company,</p>

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- 18.1.10. 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,
- 18.1.11. Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,
- 18.1.12. Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.
- 18.1.13. Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- 18.1.14. 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,
- 18.1.15. Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and

18.1.16. In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting.

18.2 Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.

- 18.2.1. 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.
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,
- No enquiry shall be issued to a firm.
 - No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- 18.2.2. 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:-
- 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.
 - 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.
 - 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.
 - 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.
- 18.2.3. 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/

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	<p>purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.</p> <p>18.2.4. 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.</p> <p>18.2.5. 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.</p> <p>18.2.6. 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.</p> <p>18.2.7. 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.</p> <p>18.3 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>								
19	<p><u>Negotiation and Price matching:-</u></p> <p>19.1 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>19.2 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>19.3 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>19.4 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>								
20	<p><u>MINIMUM TENDER QUANTITY:</u></p> <p>The clause no.: 70 of Commercial Terms & Condition of tender is modified as under:</p> <p>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.</p> <table><tr><th rowspan="2">Description of Item (Critical) (as per tender technical specifications and GTP)</th><th colspan="2">Minimum quantity to be offered in KM</th></tr><tr><th>For MSME bidders</th><th>For other bidders</th></tr><tr><td>LT AB Cable 3Cx120(Ph)+1Cx120(N)+70(M) mm²</td><td>30</td><td>38</td></tr></table>	Description of Item (Critical) (as per tender technical specifications and GTP)	Minimum quantity to be offered in KM		For MSME bidders	For other bidders	LT AB Cable 3Cx120(Ph)+1Cx120(N)+70(M) mm ²	30	38
Description of Item (Critical) (as per tender technical specifications and GTP)	Minimum quantity to be offered in KM								
	For MSME bidders	For other bidders							
LT AB Cable 3Cx120(Ph)+1Cx120(N)+70(M) mm ²	30	38							

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For getting benefit of above relaxation, Bidders [i.e. Micro, Small and Medium Enterprise Unit Bidders only] shall have to submit Notarized copy of **UDYAM REGISTRATION CERTIFICATE only** out of SSI/MSME Part-II/Udhyog Aadhar/Udyam Registration Certificate shall remain valid from 01st JULY 2022 OR from the date as amended in future by the with time to time Notification issued from Ministry of Micro, Small & Medium Enterprises (MSME), Govt of India 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 Electronic form (i.e. PDF format only) in Preliminary stage of (n) Procure.

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

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

If the bidder quotes for less than the above minimum tendering quantity for quoting item of tender as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender then the offer will not be considered for evaluation and offer will be ignored out rightly without any communication in the matter and any further requests after opening of the tender will also be ignored. This should be taken care of.

21 **QUANTITY DISTRIBUTION**

The clause no.: 5 [A] & 5 [B] of Commercial Terms & Condition of tender is replaced by following :

21.1 **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.

21.2 **The quantity distribution to New parties:-**

21.2.1. **For Critical items:**

- a. The quantity distribution to each New-1 Supplier will be restricted up to 10% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.
- b. The quantity distribution to each New-2 supplier will be limited to 25% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the Regular L-1 Supplier.
- c. The total Quantity to be allotted to New Suppliers (New-1 & 2) should be limited up to 50% (giving more weightage to New-2) of the quantity requirement of particular item and distributed amongst New Suppliers

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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

21.2.2. 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.

21.3 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.

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

21.5 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.

21.6 Quantity distribution to Gujarat based Micro, Cottage and Small Scale Industries:

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

21.6.1. 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.

21.6.2. 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.

21.6.3. 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

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	<p>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>21.6.4. But in no case total 15% more than rate quoted shall be considered</p> <p>Clarification: - It is to clarify that price preference does not mean to pay extra amount to bidder. Price preference is only for consideration for placement of order, if they are matching price with L-1. Further, it is to clarify that for price preference, rate should be considered Firm Price End Cost With <u>GST and Cess as applicable</u>. While in case of tender is invited with Total Owning Cost (ToC), rate should be considered ToC basis.</p>
22	<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>
23	<p>In case, if any bidder has submitted/uploaded false information/Data/Documents against this tender, MGVCL 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 MGVCL shall be final and binding to Tenderer.</p>
24	<p>No price preference shall be given on any account. All Tenders shall be evaluated on Price End Cost with GST and Cess as applicable basis unless otherwise mentioned in the Tender documents.</p>
25	<p>Cl. No. 15 of <u>Commercial Terms & Condition of tender is modified as under:</u></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.</p> <p>(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, 2017and 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 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 /</p>

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

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, misinterpretation 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 suomoto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

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

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

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

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

STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/Cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

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

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

As per GUVNL letter No. GUVNL/ED(F&A)/141 Dtd.16.05.2016.The cash discount payment scheme is as under for early payment.

Sr. No.	80% Payment on receipt of material against TRC	Cash Discount to be recovered (%)
1.	Payment on 7th day	1.50%
2.	Payment on 15th day	1.00%

This above referred scheme shall be applicable subject to following terms and conditions:-

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- 1) This scheme shall be applicable for payment of supply of all type of materials.
- 2) If 7th day or 15th day is Public holiday or weekly off, then the next working day shall be considered. The period of 7th days or 15th days to be considered is from the "Date of Receipt of material (DRM)" mentioned in the Truck Receipt Certificate (TRC).
- 3) The Cash Discount is to be recovered at the above referred percentage only on payment terms of 80% payment against TRC.
- 4) No Cash Discount is to be availed on balance 20% payment against S.R. Note within 45 days.
- 5) The above referred Scheme of early bill payment against Cash Discount will be at the sole discretion of MGVCL subject to availability of fund and the same should not be treated as a right of the supplier.
- 6) Early payment and recovery of cash discount shall be applicable to only those suppliers who choose this facility, by way of a written request with consent for cash discount as per this clause of tender terms & condition, to be submitted along with the invoice with a copy to AO(Bills), MGVCL.

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

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

29 Clause no.21: REPEAT/ADDITIONAL ORDERS of commercial Terms and Conditions of tender is modified as under;

The Company should exercise their right to place repeat orders/ additional orders in case of exigency only.

In special circumstances MGVCL/GUVNL Subsidiaries companies will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

Other part of the clause remains unchanged.

30 PENALTY FOR LATE DELIVERY:

30.1 Penalty shall be @ 0.5% per week or part thereof plus applicable taxes (if any) on delayed portion subject to maximum 10% plus applicable taxes (if any) of the delayed portion order value (End cost including 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 including 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.

Moreover, in case of supply is delayed more than seven months, company may initiate actions for Stop Deal / Black List along with risk purchase.

30.2 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), maximum up to 3% plus applicable taxes (if any) 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.

30.3 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in

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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)**, maximum up to 3% plus **applicable taxes (if any)** 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.

30.4 General Guide lines.

In order to avoid delay & possible attraction of penalty,

- 30.4.1. 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.
- 30.4.2. 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.
- 30.4.3. However, the Company shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection.
- 30.4.4. The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection.

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) for which documentary evidence will have to be provided.

The company reserves the right to recover any dues from the subsidiary company s of GUVNL including GUVNL.

31 **Penalty on rejected Materials during testing :**

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) plus **applicable taxes (if any)** of the End Cost Price. If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price **(Including GST and Cess as applicable)**, and all these will be binding on the supplier.

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.

32 In cl. No. 38 of Commercial Terms & Condition, point no (4) is replaced as below :

(4) GST Registration no. and date and issuing authority of the location wherefrom supplier intends to supply the goods / services.
Other part of the clause remains unchanged

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33 Cl. No. 51 (Audit Inspection) of Commercial Terms & Condition of tender is read as under:
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.

The samples picked up will be tested for acceptance test / type test or as decided by COMPANY at Government approved laboratory in presence of representatives of supplier and 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 GST as applicable. If the same are not utilized / consumed, then COMPANY may ask for replacement at sole discretion of COMPANY or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price **plus applicable taxes (if any)**, 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.

Please refer audit inspection clause of technical specification of tender for applicability of penalty in case of distribution transformer.

Addition conditions in relevant clause no. 51 is as under;

- On receipt of material at Store, MGVCL 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.
- MGVCL should not utilize the material until the test reports of audit sample is received.
- If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.

In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.

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

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

Signature of bidder :

Date:

Place:

Company's Round Seal:

	<p>In case of failure of material in audit testing, the payment equivalent to 1.10 times the value of the failed lot only should be withheld from the subsequent payment of other lots of items, till the replaced lot confirm in audit testing. No interest will be paid on such amount. Accordingly, supplier should be intimated & penalty if any as per tender terms and conditions should be applicable.</p>					
34	<p>1st Para of Part [C] of cl. No: 53 (Termination of Contract) of commercial terms and conditions is read as under: [c] To cancel the contract. In the event of the risk purchase of stores of similar description, the opinion of COMPANY shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to 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. Last Para of Clause No. 53: Further “MGVCL reserves the right to terminate the Contract (i.e. Purchase Order) at any time, without assigning any reason, whatsoever, by giving TWO MONTHS notice from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensatory / damages / losses, whatsoever, on account of such termination of the Contract.” Other part of the clause remains unchanged</p>					
35	<p><u>Clause no.54: ARBITRATION of commercial Terms and Conditions of tender is modified as under;</u> All questions, disputes or differences whatsoever arising between the parties in connection with the contract shall be referred to an arbitrator(s) appointed under the Arbitration and Conciliation Act, 1996, as amended and the rules thereunder. Other part of the clause remains unchanged.</p> <p><u>(1) Amicable Settlement</u> 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 representatives of the Disputing Parties for resolution. The authorized representatives 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><u>(2) Arbitration</u> If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in above sub clause, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad ("the Centre" for short), currently functioning in the High Court Complex, Sola, Ahmedabad for appointment of arbitrator and thereupon, the Centre 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 Centre, and the Centre 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 Centre, 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>					
<table><tr><td colspan="2">Signature of bidder :</td><td rowspan="2">Company's Round Seal:</td></tr><tr><td>Date:</td><td>Place:</td></tr></table>		Signature of bidder :		Company's Round Seal:	Date:	Place:
Signature of bidder :		Company's Round Seal:				
Date:	Place:					

36	<p>Cl. No. 69 of commercial terms & condition is read as under: 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>
37	<p>GST is applicable from 01.07.2017; hence any clause related to Excise Duty/VAT/CST/Cess may be replaced by GST/Cess in Commercial Terms and Condition.</p>
38	<p>PRICES: Cl. No 07 of Commercial Terms & Condition of tender is modified as under: Prices quoted should be 'Price Variation Basis' 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 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. . 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. 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. The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered. 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. 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 have to supply the goods / services from the relevant declared / registered place of supply only.</p>
39	<p>PRICE VARIATION CLAUSE & TERMS / CONDITIONS: As the tender is invited on 'Price Variation Basis', Please read in the first line of Clause No. 7 and Annexure - 10, "PRICES" as 'Variable' instead of "Firm". The price will be on Price Variation basis for Delivery F.O.R. Destination. As per IEEMA circular dated 04.11.2014, Domestic Aluminium price is discontinued & London Metal Exchange Aluminium (LME) prices are incorporated in cable PV circular w.e.f. Sep-2014. The price variation on account of LME Average settlement price including premium for ingot, PVC compound / polymer and steel strips will be claimed as per the following formula. The Price Variation Formula for tender AB cables of Single Core & 3 Core Aerial Bunched cable of aluminium conductor having voltage from 1.1 KV is,</p>

Signature of bidder :

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$$P = P_o + \text{Alph} (\text{Al}-\text{Alo}) + \text{Alm} (\text{Al}-\text{Alo}) + \text{Aln} (\text{Al}-\text{Alo}) + \text{CCFAlph} (\text{CC}-\text{CCo}) + \text{CCFAln} (\text{CC}-\text{CCo})$$

Wherein,

P	=	Price payable as adjusted in accordance with above appropriate formula(in Rs./Km)
Po	=	Price Quoted / confirmed (in Rs. /Km)
Alph	=	Variation Factor of Aluminium for Phase conductor (weight of Aluminium in MT/KM) according to size of cable shall be as under
Alm	=	Variation Factor of Aluminium for messenger conductor (weight of Aluminium in MT/KM) according to size of cable shall be as under
Aln	=	Variation Factor of Aluminium for neutral conductor (weight of Aluminium in MT/KM) according to size of cable shall be as under
Al	=	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
Alo	=	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)
CCFAlph	=	Variation Factor of XLPE for Phase Conductor (weight of XLPE in MT/KM) according to size of cable shall be as under
CCFAln	=	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:

- All the prices of raw materials are exclusive of GST amount and exclusive of any other central, state or local taxes.
- All prices are as on 1st working day of the month
- The details of prices are,
 - The prices of aluminium (in Rs./MT) is the average ex-works price of LME Average Settlement price including premium for ingot.
 - 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	CCFAlph	CCFAln
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 +	0.411	0.101	0.073	0.141	0.029

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35 sqmm					
3C X 70 sqmm + 1C X 70 sqmm + 50 sqmm	0.591	0.137	0.197	0.165	0.055
3C X 95 sqmm + 1C X 95 sqmm + 70 sqmm	0.822	0.197	0.274	0.192	0.063
3C X 120 sqmm + 1C X 120 sqmm + 70 sqmm	1.038	0.197	0.346	0.219	0.073

Conditions of PV (Price Variation):

- 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)
- For delayed deliveries but within contractual delivery period, price shall be payable at the lower of the following:
 - Worked out with indices applicable for the schedule date of delivery of materials/month **OR**
 - Worked out with indices applicable for the actual date of delivery of materials/month
- For delayed deliveries and also beyond the contractual delivery period, price shall be payable at the lower of the following but subject to MGVCL accept the materials:
 - Worked out with indices applicable for the schedule date of delivery of materials/month **OR**
 - Worked out with indices applicable for the actual date of delivery of materials/month **OR**
 - Worked out with indices applicable for the last date of contractual delivery of materials/month
- 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.
- The date of delivery is the date on which the material is notified as being ready for inspection/dispatch subject to condition that material is received within 15 days for Gujarat base suppliers / 21 days for outside Gujarat base suppliers from the date of dispatch instruction. Otherwise actual date of receipt of material at store is to be considered.
- The supplier will have to submit all supporting documents like IEEMA Circulars, PV Calculation sheet etc. duly attested along with invoice.
- For delayed delivery beyond schedule delivery date, the penalty shall be applicable as per A/T (P.O.) terms.

40 The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 5 days after the payment of S.D. amount/Bank Guarantee. The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between ACE (proc) & the authorized representative of successful bidder as mentioned hereunder.

- If the authorized representative is from a partnership firm, then a certified copy of the registered partnership deed must be attached along with the signatures of other partners

Signature of bidder :

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Place:

Company's Round Seal:

	<p>who have authorized the particular partner to execute and sign the agreement.</p> <p>2. If it is a private or public limited firm, a copy of the resolution, authorizing the person to execute & sign the agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the agreement.</p> <p>3. If it is a proprietary firm, then the proprietor himself should execute & sign the agreement and his full residential address must be available in the file.</p> <p>Upon submission of security deposit and signing of Agreement, MGVCL shall issue a detailed A/T /order incorporating various terms and conditions.</p>
41	<p>Bidders are requested to submit price - bid (Schedule - B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.</p>
42	<p><u>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:-</u></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> <ol style="list-style-type: none"> they have proprietor/ partner(s)/ Director(s) in common; or they receive or have received any direct or indirect subsidy/ financial stake from any of them; or they have the same legal representative/ agent for purposes of this bid; or 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 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. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following: <ol style="list-style-type: none"> The principal manufacturer directly or through one Indian agent on his behalf; and Indian/ foreign agent on behalf of only one principal. 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; In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. Bidder shall not act in contravention/ violation to the provisions of competition act, as

Signature of bidder :

Date:

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amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration in **Online Annexure 16 as well as in physical form with technical bid cover as per Annexure-C**, that bidder do not have conflict of interest with other bidders for particular quoted item, as above.

43 REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain 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" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; 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,

Signature of bidder :

Date:

Place:

Company's Round Seal:

	<p>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;</p> <p>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;</p> <p>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.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>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)</p> <p>Every bidder/s should, at the time of submission of bid, give a declaration as per attached Certificate-M for above.</p>
44	All bidders are hereby informed that any query regarding tender specifications/tender terms and conditions should reach this office on or before 2 (two) days of On line (e-tendering) tender/offer submission last date. Any query thereafter from any bidder shall be ignored and the interpretation of MGVCL shall be abide to the participating bidders.
45	<p>SUBMISSION OF OFFER:</p> <p>The firm having single legal entity and having two or more works / factory and submit offers from two or more different works / factory, the MGVCL will consider only one lowest offer for allocation of quantity.</p>
46	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.
47	If applicable, "BIS license Certification: 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 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 Letter of Acceptance, failing which Letter of Acceptance (LOA) may be rejected at discretion of respective DISCOM without any further correspondences in the matter."
48	The purchaser (i.e. MGVCL) shall have the right to make any changes, additions/deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by MGVCL at its sole discretion at any time before the due date of opening of the tender.

Signature of bidder :

Date:

Place:

Company's Round Seal:

49 QUALITY ASSURANCE PLAN

The supplier shall invariably furnish the following information along with his offer, failing which his offer shall be liable for rejection.

- a) Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in the presence of supplier's representative and copies of test certificate.
- b) Information and copies of test certificates in respect of bought out material.
- c) List of manufacturing facilities available.
- d) Level of automation achieved and list of areas where manual processing exists.
- e) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test and inspection.
- f) List of testing equipments available with the supplier for final testing of item and test plant limitation if any vis-à-vis the type, special acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviation from specified test requirements.

INSPECTION, TESTING & CHECKING BEFORE DISPATCH:

All the tests and inspection shall be carried out at the works of manufacturer unless otherwise specifically agreed upon by the bidder and purchaser at the time of purchase. The bidder shall provide all reasonable facilities to the inspecting officer(s) without charges.

1. The inspection may be carried out by the purchaser at any stage of manufacture/before dispatch as per relevant standard.
2. Inspection and acceptance of any material under the specification by the purchaser shall not relieve the bidder from his obligation of furnishing material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective.

The bidder shall keep the purchaser informed in advance, about manufacturing program so that arrangements can be made for inspection.

50 If any receivable amount by any GUVNL group company/s is required to be recovered from payable amount to supplier/contractor, then it will be recovered by any group company on receipt of written intimation from respective group company.

51 Successful Bidder/s has to submit undertaking regarding e-invoicing under Goods & Services Tax (GST) w.e.f 01st October 2020 as per attached **Annexure-A (GST e-Invoicing)**

52 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.**

53 If any discrepancy found in the particular clause of Commercial Terms & Condition and Schedule -A of the tender then clause of Schedule-A will be considered as final.

54 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

Signature of bidder :

Date:

Place:

Company's Round Seal:

	and properly documented. <u>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..</u>
55	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.mgvcl.com .
56	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, MGVCL is not held responsible for the same and in that case MGVCL will not entertained any request / representation
57	In Commercial Terms & Conditions whenever “plus GST” mentioned, it is to be replaced with “plus GST and Cess as applicable”.
58	<u>DELAYED AND LATE TENDERS:-</u> (in applicable) 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 MGVCL shall not assume any responsibility for late receipt of tender. Any correspondence in this matter will not be entertained.
59	Bidders are requested to note that in case of short length/Quantity observed in tender item supplied at any of respective MGVCL store, Audit Inspection clause of the tender will be applicable on the ENTIRE LOT of the material supplied through respective Dispatch Instruction and necessary actions for replacement/recovery/penalty will be taken by MGVCL accordingly.
60	Tenderer should invariably fill up all the details of all the Annexure including the prices in on line Annexure 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 .
61	Invitation of Tender: The tender is invited for MGVCL. After finalization of tender, LOA shall be issued by MGVCL for allocated quantities and specified rates and required delivery period for MGVCL. The bank guarantee towards execution of contract (supply period) must be invariably submitted within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA) by MGVCL. After submission of bank guarantee towards execution of contract (supply period) within stipulated time period to MGVCL, specific purchase order shall be issued by MGVCL for allocated quantities and specified rates and required delivery period for MGVCL. Bidders will have to abide all the terms & conditions of the LOA and purchase order placed by MGVCL
62	Seal and signature in “Important Instruction” is MUST .
63	At the time of Dispatch material, supplier has to upload Tax Invoice with supporting documents in VMS system as per MGVCL circular. For more details please visit https://vms.guvnl.com web site and follow the procedure for registration.

Signature of bidder :		Company’s Round Seal:
Date:	Place:	

INTGRITY PACT OUR ENDEAVOUR**Date:**

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

Signature of bidder :

Date:

Place:

Company's Round Seal:

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

(To be uploaded in original form in Preliminary Stage of ONLINE e-tender)

Subject: Supply of _____

Reference: Tender enquiry No.: MGVCL/ /
Due on date: / / 2020.

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that our firm is not from such a country 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/We certify that our firm is from such a country 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:

Signature of bidder :		Company's Round Seal:
Date:	Place:	

ANNEXURE-A (GST e-Invoicing)
(On Stamp Paper of Rs. 300 Duly Notarized)

Date:

To,
Addl. Chief Engineer (Proc)
Corporate Office, MGVCL
Vadodara

Respected Sir,

I, _____ (Name of the Authorized Signatory) having age _____, Designation _____ of M/s _____ (Name of the seller with address) having _____ (PAN) and _____ (GST no. do hereby declare that MGVCL has awarded the order of (Description of Supply Order/Contract Order) having (Order No and Date) and we hereby undertake that We, M/s _____ have the sales / gross receipts/ turnover of more than/ less than (strike out whichever is not applicable) Rs. 5 Crores in the current financial year and we are covered / not covered under the provisions of e-invoicing under GST.

We hereby undertake to comply the provisions of e-invoicing under GST and indemnify MGVCL for any financial/ non-financial loss that MGVCL has to suffer due to non-compliance of e-invoicing provisions under GST Act and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to MGVCL within prescribed time limit.

Thanking You.

For,

(Name of Authorized Signatory)
Designation:

Signature of bidder :		Company's Round Seal:
Date:	Place:	

Annexure- C

Declaration

(Duly Notarized) on Rs. 300/- Non-Judicial Stamp Paper
(As per tender condition no: 41)

I _____ authorized signatory of
M/s _____ for Tender No. _____,
certify that Mr./ Mrs./ Ms. _____ is our
Company's authorized representative and he/ she is employee of our Company/
Firm. It is further declared that he/ she is not representative/ employee of any
other Company/ Firm.

He/ She is authorized for coordination/ follow up relating to this tender.

Details of Authorized Representative

Full Name: _____

Designation: _____

Contact Number: _____

Office Address: _____

E-mail ID: _____

Accepted and confirmed the above facts

Specimen Signature: _____

It is certified that signed made by above authorized representative in my presence.

Signature of Authorized signatory: _____

Full Name: _____

Contact Number: _____

Office Address: _____

E-mail ID: _____

Place: _____

Signature of bidder :		Company's Round Seal:
Date:	Place:	

Date: _____

Signature of bidder :		Company's Round Seal:
Date:	Place:	

1.REGISTRATION OF VENDORS:

1.1 Registration:

All new Suppliers shall get themselves registered by paying non-refundable Registration Fees, as detailed below, to the concerned subsidiary Company with Vendor Registration Application Form and all relevant documents. 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.

- 1.1.1 For factory within the Gujarat State.
 - 1.1.1.1 Rs. 15,000/- for Micro and Small Industries.
 - 1.1.1.2 Rs. 25,000/- 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/- for Micro and Small Industries.
 - 1.1.2.2 Rs. 75,000/- for all other category of Industries.
- 1.1.3 Out of Country: \$ 5,000 USD. 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 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.

1.2 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,

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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 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 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 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 off.
- 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 off. Actual expense for second inspection will be borne by the Firm.

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- 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 atleast 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.

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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 is 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.

- 1.3.8 There shall be no relaxation in above clause No. 1.3.7, as the Companies also require reasonable time to evaluate the Vendor's credentials and complete the process of registration.
- 1.3.9 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.
- 1.3.10 In order to streamline Vendor Registration process and to avoid overburdening on any particular DISCOM with Vendor Registration work, all new Vendor Registrations and re-registrations of existing Vendors on completion of 5 years in respect of Vendors, whose factories are in Gujarat shall be done by the concerned DISCOM

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within whose licensee areas such factories are located for the items used by DISCOMs.

1.3.11 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.

1.3.12 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):

- 1.3.12.1 Northern Region ----- UGVCL,
- 1.3.12.2 Western Region ----- PGVCL,
- 1.3.12.3 Southern Region ----- DGVCL,
- 1.3.12.4 Eastern and North-Eastern Region -----MGVCL.

1.3.13 For overseas Vendors having their works / factories located outside India, responsibility shall be taken by the concerned DISCOM to whom Application for Vendor Registration is made by the prospective Vendor to undertake the required procedure.

1.3.14 For the items specifically used by GETCO and GSECL, all new Vendor registrations and re-registrations of existing Vendors on completion of 5 years shall be processed by respective Company.

1.3.15 The new Vendor for the items, commonly used by DISCOMs and by GETCO / GSECL the application will be entertained by either GETCO or GSECL or by the DISCOM as per above jurisdiction criteria.

1.3.16 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 DISCOMs as per above jurisdiction criteria stated in Clause No. 1.3.12.

1.3.17 For the material specifically used in GETCO, GSECL and not utilized by DISCOMs, the Vendor Registration of those items shall not be made by DISCOMs and vice-versa.

1.3.18 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. 1.3.7.

1.3.19 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.

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- 1.3.20 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).
- 1.3.21 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.
- 1.3.22 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.
- 1.3.23 The new Vendor Registration shall be given to the item/(s), 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.
- 1.3.24 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.
- 1.3.25 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.
- 1.3.26 Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.

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- 1.3.27 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 frame, 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,

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- 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.

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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.

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

- 2.1 The prospective Vendor shall pay the amount of Vendor Registration Fees initially, while expressing the interest to avail the Vendor Development Scheme to obtain Vendor Registration as per clause No. 2 above, if he is not already registered as a Vendor for the material / product. All the guidelines for Vendor Registration shall be followed. The provisional Vendor Registration shall be issued to the Firm under Vendor Development Policy by respective Company. The validity of provisional Vendor Registration Certificate will be till the scheduled delivery period mentioned in the order issued under Vendor Development Policy. On completion of Six Months' performance from the date of successful commissioning of the material / equipment, the Bidder shall be registered as a Vendor for the period of five years and such Bidder can participate in the Tender.
- 2.2 The "Type Test", whenever and wherever applicable, shall be carried out on the proto-type materials / products as per Companies' Technical Specifications at National Accredited Board for Laboratory (NABL) or accredited third party Laboratory approved by the International Forum in case of foreign manufacturer / products. The proto-type materials / products must fulfill all the Technical requirement of the Company like Technical Specifications, specified Drawings, guaranteed Technical parameters, manufacturing quality plan, etc.
- 2.3 The materials / products shall be supplied at the designated location specified by the concerned Companies, at the cost of Vendor. The Vendor has to arrange for loading / unloading, transportation of goods, Insurance coverage from transit-storage to performance monitoring period at no extra cost to the Company.
- 2.4 The price of the materials / products shall be the lowest price at which similar product/material is purchased at the time of delivery of the material (from new Supplier) or the price offered by such Vendor, whichever is lower. If rate of New Bidder / product is not available, then lowest purchase price of regular Supplier at the time of delivery of the material or the price offered by such Vendor, whichever is lower shall be considered.
Also if price of product is not available, then reasonable price quoted by the Bidder considering the any existing Order executed by the Bidder, workable material cost for the item or cost of the item of equivalent technology shall be considered.
- 2.5 If performance is not satisfactory, the Supplier will not be entitled for receiving the payment and provisional vendor registration treated as cancelled. The period of the performance and performance parameters shall be informed to the Vendor.
- 2.6 For the purpose of deciding the satisfactory performance, the performance parameters such as success rate / failure rate of the materials / products

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- 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 upload of original attested copies of their **"UDYAM REGISTRATION CERTIFICATE"** ONLY out of SSI/MSME Part-II/Udyog Aadhar Memorandum/ Udyam Registration Certificate shall remain valid from 1st July, 2022 OR from the date amended in future by the Ministry of Micro, Small and Medium Enterprises [MSME], Govt. of India & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.
 - 5.1. Wherever, the rate of Security Deposit & Performance Bank Guarantee of 5% is stipulated in the Purchase Policy, the same be considered as 3% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 5%.
 - 5.2. Wherever the rate of Security Deposit & Performance Bank Guarantee of 10% is stipulated in the Purchase Policy, the same be considered as 4% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 10%.
6. Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.
7. The Supplier / Contractor shall submit only one Bank Guarantee considering the Performance Guarantee requirement.

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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.

Signature of bidder :		Company's Round Seal:
Date:	Place:	

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) The Performance Certificate shall be obtained from other Companies of GUVNL in the prescribed Performa as per **GUVNL Letter No: 799 dated 25.02.2021 regarding uniform performance evaluation**, so as to maintain uniformity amongst all the Companies and all the Bidders.

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

Signature of bidder :		Company's Round Seal:
Date:	Place:	

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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.

- c) The Performance Certificate shall be obtained from other Companies of GUVNL in the prescribed Performa as per **GUVNL Letter No: 799 dated 25.02.2021 regarding uniform performance evaluation**, so as to maintain uniformity amongst all the Companies and all the Bidders.

C. The performance certificate shall consists of :

- a) The material supplied shall be of similar or higher rating of relevant Indian Standard for the tendered item used by GUVNL & its subsidiary Companies.
- b) The Performance Certificate shall be with reference to performance of the equipment / materials as well as timely execution of the Contract and after sales services. A draft Performance Certificate to be issued by the subsidiary Companies is attached as per **GUVNL Letter No: 799 dated 25.02.2021 regarding uniform performance evaluation**. The order placing company will issue performance certificate on demand from other subsidiary company, as and when required.
- c) The Certificate towards satisfactory supply performance against A/Ts executed satisfactorily for supply of the material to GUVNL & its Subsidiary Companies shall be issued by an Officer not below the rank of the Chief Engineer / Additional Chief Engineer (Head of the Purchase Department) from the Purchase Department of the concerned Company.

Signature of bidder :		Company's Round Seal:
Date:	Place:	