



PURCHASE POLICY FOR PROCUREMENT OF PSC POLES

**GUJARAT URJA VIKAS NIGAM LIMITED
RACE COURSE
VADODARA**

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INDEX

| | |
|---|----|
| 1. BACKGROUND:- | 4 |
| 2. VENDOR REGISTRATION POLICY:- | 5 |
| 2.1. Registration:- | 5 |
| 2.2. Existing Registered Vendor:- | 6 |
| 2.3. Guidelines for Vendor Registration / Re-registration:- | 6 |
| 2.4. Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:- | 9 |
| 2.5. Relationship with employee:- | 11 |
| 3. PURCHASE POLICY:- | 12 |
| 3.1. Tenderization: | 12 |
| 3.2. Types of Supplier:- | 12 |
| 3.3. Minimum Tender Quantity to be Offered / Quoted:- | 13 |
| 3.4. Tender Fees:- | 13 |
| 3.5. Estimated cost of the Tender:- | 14 |
| 3.6. Ernest Money Deposit (EMD):- | 14 |
| 3.7. Evaluation of Tenders:- | 16 |
| 3.8. Price Evaluation:- | 16 |
| 3.9. Negotiation and Price matching:- | 17 |
| 3.10. Quantity Distribution:- | 17 |
| 3.11. Repeat Order / Additional Order:- | 18 |
| 3.12. Penalty for Late Delivery:- | 19 |
| 3.13. Security Deposit / Performance Guarantee:- | 19 |
| 3.14. Agreement:- | 20 |
| 3.15. Cartel:- | 21 |
| 3.16. Relaxation in implementation of Policy:- | 21 |
| 1. ANNEXURE – I | 22 |
| 2. ANNEXURE – II | 25 |

1. **BACKGROUND:-**

The work of manufacturing Pre Stressed Concrete (PSC) Poles being specialized in nature and having unique design requirement of DISCOMs of the Gujarat only. Further, cost of transportation of PSC Pole at the required location of the DISCOMs plays a major role for the DISCOMs being the bulky item, therefore, the location of the Pole factory is important. The issue of purchase of Pre Stressed Concrete (PSC) poles is not like other purchases made by the DISCOMs. In normal purchases of the materials, other than PSC poles, there are many suppliers and buyers. Hence, this policy is applicable to Purchase of PSC Poles only.

Detailed Purchase Policy for Procurement of PSC Pole comprising of two Chapters viz, **“Vendor Registration Policy”** and **“Purchase Policy”** are prepared as under.

DISCOMs will prepare detailed Commercial Terms and Conditions of Tender for Procurement of PSC Poles considering Purchase Policy and same will be a part of tender document.

2. VENDOR REGISTRATION POLICY:-

2.1.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.

2.1.1. For factory within Gujarat State.

2.1.1.1. Rs. 15,000/- for Micro and Small Industries.

2.1.1.2. Rs. 25,000/- for remaining Industries.

2.1.2. For factory within Country but out of Gujarat State.

2.1.2.1. Rs. 50,000/- for Micro and Small Industries.

2.1.2.2. Rs. 75,000/- for remaining Industries.

2.1.3. 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.

2.1.4. In case of multiple Pole factory locations of Vendor, fees shall be paid for each location.

2.1.5. Vendor Registration shall be issued on Pole factory-wise of the firm.

2.1.6. The Vendor Registration shall be given in the name of item only.

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

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

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

2.1.10. 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.

2.2.Existing Registered Vendor:-

- 2.2.1. 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.
- 2.2.2. Existing Vendor should apply for re-registration before the date of expiry of their existing registration. If, firm has not applied for re-registration before expiry of their existing registration but applied prior to the date of submission of bids, in such case the Company reserves the right to consider or not to consider their bid at its sole discretion.
However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.

2.3.Guidelines for Vendor Registration / Re-registration:-

- 2.3.1. The Vendor Registration / Re-Registration Application Form duly filled in with requisite Registration Fees and relevant documents as per **Annexure – I** shall be submitted to the concerned Company.
- 2.3.2. To facilitate and encourage prospective vendors, DISCOM should give wide publicity and advertisement at least 60 days prior to invitation of new tender through Public Notice in News papers and / or Website stating the likely month of Tender to be published. On urgent requirement of the PSC Pole, above time limit may suitably be modified by respective Company at its sole discretion.
- 2.3.3. In case of Vendor Registration, the new Vendor who has submitted their application for Vendor Registration with all required fees and relevant documents along with tender documents or prior to invitation of tender, shall be allowed to participate in the tender. The bidder shall have to submit proof of the same with tender document.
- 2.3.4. 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

Technical evaluation, if it fulfills the requirement as per clause No. 2.3.3.

- 2.3.5. Provisional Vendor Registration shall be issued to new suppliers based on primary documents received from vendor within 15 days from the date of application.
- 2.3.6. The Price Bid of Vendor will be opened provided the firm having valid / provisional vendor registration for tender item on the date of opening of Price Bid.
- 2.3.7. New pole manufacturer, who have provisional vendor registration, shall have to take all approvals, consents and registration from appropriate authorities as is applicable to its business, establishment of Pole factory and ready for commence the pole production within 120 Days from date of issue of Lol/LoA. However, the company reserves its right to extend above time frame, at its sole discretion.
Company shall issue final vendor registration to new vendor, on receipt of required documents and after inspecting factory premises as per norms.
On receipt of final vendor registration, trial order for 1000 Nos. of Poles shall be issued to the successful new bidder after observing all the formalities related to placement of order.
On successful completion of the trial order and having satisfactory performance, additional orders under ARC, shall be issued to such successful new bidder(s), considering production capacity and field requirement for PSC Poles in respective area.
- 2.3.8. If the bidder having provisional vendor registration fails to submit required documents and / or establishment of Pole factory, or is not considered for final vendor registration within stipulated time limit then the LOI/ LoA shall be withdrawn. In such case the EMD shall stand forfeited. However, the company reserves its right to extend above time frame, at its sole discretion.
- 2.3.9. At the time of re-registration, the Vendor's works / factory shall be re-inspected either departmentally or through third party inspection, if deem fit.
- 2.3.10. 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 within whose licensee areas such factories are located for the items used by DISCOMs.

- 2.3.11. 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.
- 2.3.12. In case of the factories located outside Gujarat, 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.
- 2.3.13. In case of the factories located outside concern DISCOM area, the bidder shall have to cart PSC Poles up to nearby store of DISCOM or as directed by DISCOM, at free of cost.
- 2.3.14. 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 or through third party.
- 2.3.15. 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.
- 2.3.16. In case of change in the name or ownership or control of the Firm of the Registered Vendor, having valid vendor registration, such Firm shall inform in writing along with supporting documents within 90 days of such change. The Firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products / items and that change is only in the name / ownership / control of the Firm. In such a case, the Firm shall have to submit application and relevant documents towards the proof that such change is lawful / legitimate along with the documents as per **Annexure II**, to the Company, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor.
If, firm fails to inform such changes to respective Company within 90 days, in such case, the firm will not be considered as registered vendor.

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

- 2.3.17. In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees and factory inspection shall be carried out as per norms. No shifting shall be allowed during execution of order. After shifting of factory supplier shall be considered as new supplier.
- 2.3.18. 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.
- 2.3.19. Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.
- 2.3.20. 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.

2.4. Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:-

- 2.4.1. The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.
- 2.4.2. 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.
- 2.4.3. Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.
 - 2.4.3.1. The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.

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

2.4.3.2.1. No enquiry shall be issued to a firm.

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

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

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

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

2.4.3.3.3. After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.

2.4.3.3.4. The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.

2.4.3.4. If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase

order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.

2.4.3.5. The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.

2.4.3.6. The Stop dealing/ Banned for business dealing/ blacklist shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the Pole factories 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.

2.4.4. Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.

2.5. 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% 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.”

3. PURCHASE POLICY:-

3.1.Tenderization:

- 3.1.1. The Annual Rate Contract of PSC Poles should be awarded through tenderization process. In case, if only one Bid is received, the due date should be extended or the requirement should be re-tenderized. Even after extension or re-tenderization, only one Bid is received, the Board of Directors of the concerned Company / Competent authority as per DoP, may accept the said Tender.
- 3.1.2. The tender of PSC Poles for Annual Rate Contract shall be invited either by way of public tender or by public tender with ceiling rates specified in the tender.

3.2.Types of Supplier:-

Category of firm i.e. New and Regular supplier shall be decided on Pole factory-wise order executed.

3.2.1. New Supplier:-

- 3.2.1.1. The bidder, who has not supplied PSC Poles 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 Supplier. Such bidder should have already got itself registered as a Vendor/ provisional Vendor for tendered item with GUVNL or any of its Subsidiary Company.
- 3.2.1.2. The Bidder who has supplied PSC Poles to GUVNL or any of its subsidiary Company under trial order, but performance of supplied equipment / materials is not satisfactory in any case, is also to be considered as New Supplier. Such bidder should have valid vendor registration for tendered item with GUVNL or any of its Subsidiary Company.
- 3.2.1.3. 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 Supplier for evaluation. Such bidder should have valid vendor registration for tendered item with GUVNL or any of its Subsidiary Company.

3.2.2. Regular Supplier :

3.2.2.1. The existing regular Suppliers of PSC Poles in GUVNL and its subsidiary Companies shall be considered as Regular Suppliers. Such bidder should have valid vendor registration for tendered item with GUVNL or any of its Subsidiary Company.

3.2.2.2. The New supplier is considered to be as a Regular Supplier, provided the firm has successfully completed trial order/order to GUVNL or any of its Subsidiary Company in the regular tender and performance of the supplied PSC Poles is found satisfactory.

3.3. Minimum Tender Quantity to be Offered / Quoted:-

3.3.1. The Bidder, who submits their Bid for a minimum quantity, as specified in the tender document shall only be considered for price evaluation.

3.3.2. Minimum tender quantity per year to be offered by the bidder shall be 8000 nos. of PSC Poles per annum. If tender invited for more or less than one year, the Company may calculate minimum tender quantity proportionately.

3.3.3. The above criteria can be suitably modified in exceptional case, with fully justified and duly recommended by MD of respective Company & approval of its Board.

3.3.4. Company shall not consider the Bid of any firm, who quotes for lesser quantity than the minimum quantity mentioned in the Tender document.

3.4. Tender Fees:-

3.4.1. All the Bidders will be required to pay Tender Fees as mentioned in the Tender document.

3.4.2. The Tender Fees applicable to GUVNL and its subsidiary Companies for PSC Pole rate contracts are as under :-

| Sr. No. | Estimated Cost of the Tender | Tender Fees |
|---------|---|-------------|
| 1 | Up to Rs. 5 Lacs | As per DoP. |
| 2 | Above Rs. 5 Lacs and Up to Rs. 10 Lacs | Rs. 500/- |
| 3 | Above Rs. 10 Lacs and Up to Rs. 50 Lacs | Rs. 1000/- |
| 4 | Above Rs. 50 Lacs and Up to Rs. 100 Lacs | Rs. 5000/- |
| 5 | Above Rs. 100 Lacs and Up to Rs. 500 Lacs | Rs. 7500/- |
| 6 | Above Rs. 500 Lacs | Rs. 10000/- |

3.5. Estimated cost of the Tender:-

- 3.5.1. The estimate shall be prepared based on last purchase price of regular bidder considering price variation formula, wherever available, otherwise it should be based on last Purchase Price.
- 3.5.2. If more than one Tender is finalized during the last Financial Year, then average rate of updated price of Regular Bidders of all Tenders shall be taken for estimation of the Tender.
- 3.5.3. In case, tender invited with ceiling rates of Non excisable Poles, the estimate shall be prepared considering market rates of raw materials, other inputs and supplier profit.

3.6. Ernest Money Deposit (EMD):-

- 3.6.1. All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries.
- 3.6.2. In cases, where EMD need not to be paid, valid exemption Certificates duly Notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.
- 3.6.3. 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 submission of attested copies of their SSI (MSME Part-II) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. 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.
- 3.6.4. The Certificates should indicate the manufacture of items offered.
- 3.6.5. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
- 3.6.6. Participants not covered under these categories mentioned at Clause No. 3.6.1, 3.6.3 and 3.6.5 will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as

“Disqualified Bid” and automatically stand as “Rejected Bid” at the time of opening of Preliminary / Technical Bid.

- 3.6.7. The amount of EMD shall be calculated considering 1% of tender cost divided by Nos. of existing PSC Pole supplier in respective DISCOM at the time of invitation of tender.
- 3.6.8. The new bidders, who have not valid vendor registration, at the time of submission of bid, shall have to pay EMD three times the calculated value of EMD as per clause no. 3.6.7 compulsory.
- 3.6.9. Company shall clearly mention, amount of EMD to be paid by the New and Regular bidder in tender documents separately.
- 3.6.10. Any basic document with regard to EMD will not be acceptable after closing time of bid of Tender.
- 3.6.11. If this EMD amount is more than Rs.1 Lacs, it should be paid either by Demand Draft or Banker’s Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 20,000/- only) or by Demand Draft or Banker’s Cheque only.
- 3.6.12. The validity of the Bank Guarantee for EMD should be for a period of at least Six Months from the date of submission of the Bid of the Tender.
- 3.6.13. EMD of the unsuccessful Tenderers 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 without insisting application and original Money Receipt. 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 Tenderers 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...
- 3.6.14. EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against order released on them.

3.7. Evaluation of Tenders:-

- 3.7.1. Tenders shall be called for in two bids-
 - 3.7.1.1. Techno-commercial Bid and
 - 3.7.1.2. Price Bid.
- 3.7.2. The price Bid of Techno-commercially qualified Bidders will be opened.
- 3.7.3. For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.
- 3.7.4. There will be a Technical Scrutiny Committee to evaluate the Techno-commercial Bids of the Tender. This Committee shall consist of Senior Executives including member/s from Finance Department of the concern Company. The minutes of the Technical Scrutiny Committee shall be approved by the head of the User / Technical Department.
- 3.7.5. The Bidders may be given reasoned reply, if asked for, wherever he is found technically disqualified.

3.8. Price Evaluation:-

- 3.8.1. No price preference shall be given on any account. All Tenders shall be evaluated on firm Ex. Works Price of Non Excisable pole basis unless otherwise mentioned in the Tender documents. The Bidders shall specify their rates in prescribed price bid format.
- 3.8.2. Company shall calculate % reduction in Ex. Work's price of Excisable Pole with respect to Non Excisable Pole considering modvat benefit at the time of invitation of tender and same shall be clearly mentioned in the Tender documents. Whenever, the supplier will claim the excise duty in their bill, the ex-works price will be reduced accordingly.
- 3.8.3. The bidders, whose Ex. Works prices are found equal at L-1 rank, the rank L-1 will be decided by negotiating with them. The L-1 bidder who has consented for lower amongst above all, shall be considered as L-1 rank. However, in negotiation, if Ex. Works prices are again found equal at L-1 rank, the rank L-1 will be decided by draw system. It is desirable that company shall inform the date of draw, to all L-1 bidders after negotiation, so, they can

remain present during draw, if they desired. In no case, more than one bidder at L-1 stage.

3.9. Negotiation and Price matching:-

- 3.9.1. If the Company feels that there is lack of serious competition, or any other valid reasons, the Company may negotiate with the L-1 bidder.
- 3.9.2. The bidder(s), who has submitted their consent for price matching with L-1 bidder, unconditionally shall only be considered for placement of order at its sole discretion of the company.
- 3.9.3. 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.

3.10. Quantity Distribution:-

- 3.10.1. 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 Pole factory Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price, (if they themselves are not L-1).
- 3.10.2. L-1 party however will get heavy weightage in order placement. The total quantities to be allotted to L-1 bidder, for the period as specified in the tender document, should be lower of followings.
 - 3.10.2.1.1. Quantity Quoted by L-1 bidder.
 - 3.10.2.1.2. Production capacity of the L-1 bidder.
 - 3.10.2.1.3. Twice the value of tender quantity divided by existing supplier of respective Company before invitation of tender.

However, if quantity allotted to L-1 bidder under the Clause No. 3.10.2.1.3, the concern DISCOM shall ensure that priority shall be given to L-1 bidder, in case, quantity more than that shall be allotted to other bidder(s) under ARC for the same period, as specified in the tender document, considering quoted and

production capacity of L-1 bidder and requirement of respective area.

- 3.10.3. If new bidder is L-1, initially, trial order for 1000 Nos. of PSC Poles shall be issued, at quoted / negotiated rate. On successful completion of the trial order and having satisfactory performance, additional orders for remaining quantity as per clause no. 3.10.2, shall be issued to such successful new bidder.
- 3.10.4. The Competent Authority of the Company as per Delegation of Power shall decide to consider nos. of other bidders for placement of order under ARC, at its own discretion.
- 3.10.5. If new bidder/(s) are not L-1 and company shall consider them for placement of order, initially, trial order for 1000 Nos. of PSC Poles shall be issued at L-1 rate. On successful completion of the trial order and having satisfactory performance, additional orders under ARC, shall be issued to such successful new bidder(s), considering production capacity, quantity offered and field requirement for PSC Poles in respective area.
- 3.10.6. The sub orders/additional orders to other successful bidders, to whom company shall consider for placement of order, shall be issued under ARC, as per requirement of the Company, considering production capacity, quantity offered, performance of the supplied material and field requirement for PSC Poles in respective area.
- 3.10.7. Company reserves the right to review and redistribute the issued ordered quantity at any time on the basis of performance of suppliers and as per requirement respective area of company.

3.11. Repeat Order / Additional Order:-

- 3.11.1. The Company may place repeat Order/ additional Order, provided there is no conspicuous downtrend in the price of this item.
- 3.11.2. The Company reserve the right to place repeat orders/ additional orders on the successful Tenderers up to 25% of the original tender quantity under Annual Rate Contract, at the same Prices, Terms and Conditions stipulated in the tender/original contract. The quantity allocation to suppliers shall be carried out considering field requirement and their production capacity and performance of supplied materials.

3.11.3. In special circumstances GUVNL and its subsidiary Companies reserve the right to place repeat order / additional order up to 100% of the original tender quantity on the successful tenderers under Annual Rate Contract, at the same prices, terms and conditions stipulated in the tender/original Contract, as mutually agreed upon. The quantity allocation to suppliers shall be carried out considering field requirement and their production capacity and performance of supplied materials.

3.11.4. The material supplied will be considered on FIFO basis i.e. first applied towards original order & after completion of original order quantity, material supplied will be considered towards repeat / additional order.

3.12. Penalty for Late Delivery:-

Penalty shall be @ 0.5% per Week or part thereof on delayed portion subject to maximum 10% of the Order Value (End Cost). For calculating the delayed portion, date of actual tested poles at site/Pole factory shall be considered.

3.13. Security Deposit / Performance Guarantee:-

Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.

3.13.1. The Supplier shall submit the Performance Bank Guarantee to cover execution period and Guarantee/ warranty period at 2% of the order/ sub order/ additional order value by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance/Intimation.

3.13.2. The Performance Bank Guarantee to cover execution period & Guarantee / Warrantee period at 2% of the order value should be valid till the completion of Guarantee Period of 12 Months to be reckoned from the date of last supply under the tender.

3.13.3. 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.

3.13.4. 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.

3.14. Agreement:-

3.14.1. On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the Purchaser Company and the successful Bidder before placing of initial order. No Agreement is require for additional orders/sub orders/repeat orders.

3.14.1.1. An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company. &

3.14.1.2. From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under :

3.14.1.2.1. If the Authorized Representative is from a Partnership Firm, then a certified copy of the Partnership Deed and an authority letter must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;

3.14.1.2.2. If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the Company, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &

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

3.14.2. The following vital points are required to be thoroughly checked in the Agreement:-

3.14.2.1. The Agreement is being executed on an adequate value of Non-judicial Stamp Paper, as stipulated;

3.14.2.2. The Security Deposit for initial order, if any, is duly paid as stipulated in the Agreement and that meets with the Condition stipulated in the Tender;

3.14.2.3. All blanks (blank spaces) in the Agreement are duly and correctly filled in as required under various Clauses; &

3.14.2.4. The Representative, signing the Agreement, on behalf of the Contracting Firm, is duly authorized to sign the Agreement.

Upon complete satisfaction on the above points, A/T may be issued.

3.15. Cartel:-

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.

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.

3.16. Relaxation in implementation of Policy:-

If any issue arises while implementing the provisions of this Policy, the Managing Director, GUVNL is authorized for any kind of relaxation, amendments, modification with recording valid reasons for deviation/modification.

ANNEXURE – I
VENDOR REGISTRATION APPLICATION FORM.

| | | |
|------|--|--|
| 1(a) | Name of the firm | |
| 1(b) | Address of the registered Office of the Firm. | |
| | Phone / Fax no.; E-Mail address | |
| 1(c) | Address of the Pole Factory | |
| 1(d) | The date of commencement of production at the Factory | |
| 2(a) | Whether Proprietary Concern; Partnership Firm: Pvt. Ltd. Co.; Or Public Ltd. Co. [Certified Copy of relevant documents to be enclosed along with Registration of Firm where ever applicable] | |
| 2(b) | Name of the Proprietors, Partners, Directors, as the case may be along with their address. | |
| 3 | Total Investment excluding Loan Capital. | |
| 4 | Loan Capital if any | |
| 5 | Land Area of the Factory with approved layout & ownership detail in the name of bidder or Lease agreement document if any. | |
| 6 | Built up area of the Factory | |
| 7 | No. of shifts in the Factory | |
| 8 | Factory License No. | |
| 9(a) | Small Scale Certificate No. | |
| 9(b) | Value of Plant and Machinery certified by SSI in case of SSI Units, Or certificate of a Chartered Accountant. | |
| 10 | Details of machinery installed with their capacities. | |
| | | |
| | | |
| 11 | Details of testing equipment with their capacities. | |
| | | |
| | | |

| | | | | | |
|----------|---|-------|-------|--------|---------------|
| 12 | Qualified personnel employed in the Factory. | | | | |
| | Managerial/Production staff | | | | |
| | Quality Control staff. | | | | |
| | Skilled Workmen. | | | | |
| | Unskilled Workmen. | | | | |
| | Others | | | | |
| 13 | Sources of supply of raw materials. | | | | |
| A | Portland Cement (43/53 grade) | | | | |
| B | H.T. Steel Wire (4mm) | | | | |
| C | Steel bars (6mm) | | | | |
| D | Sand | | | | |
| E | Aggregates (Coarse & fine) | | | | |
| F | Water for concrete mixing. | | | | |
| 14 | Production Capacity Details for manufacture of 8/10 meters PSC poles | | | | |
| A | No of casting Beds installed & commissioned | | | | |
| B | No. of Poles per bed | | | | |
| C | Production capacity per month $C = (A \times B \times 30) / 3$ | | | | |
| 15 | Pole Curing Capacity for 8/10 meters PSC poles details of ponds with sizes (Sizes to be specified in meter) | | | | |
| Pond No. | Length | Width | Depth | Volume | Pole Capacity |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 16 | Whether the firm possesses ISO 9001/9002 Certificate; If yes furnish ISO number & validity | | | | |

Remarks.

Signature

Date:

Place:

DOCUMENTS TO BE ENCLOSED WITH VENDOR REGISTRATION FORMAT

Following documents as applicable are to be attached in single copy.

| Sr. No. | Document to be submitted | Enclosed Copy |
|---------|---|---------------|
| 1 | Declaration of proprietorship, Partnership Deed or Article of Association and Registration of Firm | YES / NO |
| 2 | Latest Audited Balance Sheet for Regular Vendor / Financial credentials for New Vendor | YES / NO |
| 3 | Factory License | YES / NO |
| 4 | VAT registration | YES / NO |
| 5 | CST registration | YES / NO |
| 6 | PAN/TAN registration | YES / NO |
| 7 | Valid SSI and NSIC/DGS&D/CSPO Registration Certificate (if applicable) | YES / NO |
| 8 | Details of machinery installed with their capacities | YES / NO |
| 9 | Details of testing equipment with their capacities | YES / NO |
| 10 | List of Orders for PSC Poles executed during last one year or Prestressing work experience certificate. | YES / NO |
| 11 | Detailed Approved Layout of pole factory [Drawn to scale] with ownership detail. | YES / NO |
| 12 | Land documents i.e Sale Deed, Index-2, Proof for applied for N.A. permission etc. If, premises is on Lease, Lease Deed Agreement for period of minimum 3 years in case of rental premises, If premises in GIDC area, GIDC Possession order | YES / NO |
| 13 | Connected Motive Power Load of the factory. [Enclose copy of bill] | YES / NO |

- Note-**
- 1. New vendors shall have to submit above Documents or proof of applied to respective authority, whichever applicable, along with application for Vendor Registration.**
 - 2. Final vendor registration shall be issued on submission of above documents, whichever applicable.**

ANNEXURE – II

LIST OF DOCUMENTS REQUIRED FOR CHANGE OF NAME:

1. Undertaking letter format as per Annexure “A”.
2. Latest renewed Factory License in the new name.
3. Memorandum, and Articles of Association.
4. List of Directors.
5. Documentary evidence about change of Name.

Annexure A

(On duly Notarized Non-Judicial Stamp Paper of Rs. 100/-)

UNDERTAKING

We, M/s. _____ address
_____, do hereby
declare that the name of our Company / Firm has been changed from M/s.
_____ to M/s.
_____ pursuant to MOA /
Amalgamation.

We, through this Undertaking confirm that there is neither change in the infrastructure facilities nor in the products / items and that change is only in the Name / Ownership / Control of the Company / Firm only.

We shall be liable and responsible, to execute the Orders placed vide A/T No.
_____ and Vendor Registration given by
_____ (Name of subsidiary Company), and agree to
fulfill all the obligations related to it.

(Shri : _____)

For and On behalf of

M/s. _____

Place : _____

Date : _____