

# UGVCL

UTTAR GUJARAT VIJ COMPANY LIMITED



## COMMERCIAL TERMS AND CONDITIONS

**The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the Commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.**

### **1] VENDOR REGISTRATION:**

#### **( A ) CONDITIONS FOR REGISTRATION AS REGULAR SUPPLIERS:**

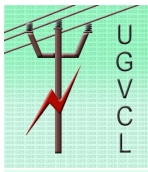
- i.** The suppliers, who have received and executed orders after 1<sup>st</sup> April, 1998 for the items against GUVNL(formerly GEB) Head Office orders are registered automatically as regular supplier for those items, looking to their performance. However, they shall have to fill up a prescribed form (given at the end of the tender document) giving basic details of their set up, turnover, manufacturing capacity, ISO Certification etc. and obtain formal registration of GUVNL(formerly GEB). They shall also have to get re-registered by paying Rs.10,000/- (non-refundable) for each of their units separately, after five years from 01.03.2001.
- ii.** If a regular supplier, by paying registration fees for registration of additional items asks for the Vendor registration as new party for those items, also request to incorporate inspection of items for which they are regular supplier, the same shall be clubbed towards 2 years factory visit and in no case such clubbed visit shall be considered for Re-registration after five years. For Re-registration after five years, separate fees of Rs.10,000/- per unit shall be essential.

#### **( B ) CONDITIONS FOR REGISTRATION AS NEW SUPPLIERS:**

The parties, who have not supplied to GUVNL(formerly GEB) but have supplied to other SEB's / Govt. Organizations, will be considered as new suppliers. The non-refundable registration fees for the new supplier shall be as under:

- i.** For tender value upto Rs.1 lac (Rupees one lac) - Vendor Registration is not required.
- ii.** For the tender value between Rs.1 lac & Rs..5 lacs – Vendor Registration fees shall be Rs.1,000/-per unit.
- iii.** For the tender value above Rs.5 lacs - Vendor Registration fees shall be Rs.10,000/- per unit.

They shall also have to get them re-registered by paying non-refundable registration fees as applicable, for each of their units separately, after five years from date of issue of approval letter for vendor Registration.



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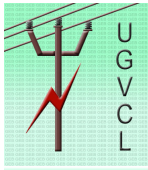


**(C) OTHER CONDITIONS APPLICABLE TO REGULAR AND NEW SUPPLIERS:**

- i. All the registered suppliers / manufacturers / tenderers / vendors, who intend to supply from their newly established factory / unit, shall have to get registered themselves with UGVCL/GUVNL (**formerly GEB**), by paying Rs.10,000/- (non-refundable) for each separate unit. For such registration, Factory inspection shall be arranged by UGVCL./GUVNL(formerly GEB) They shall be defined as new suppliers for the items to be supplied from their new locations.
- ii In case of shifting of factory premises, they shall have to pay Rs.10,000/- (non-refundable) towards registration fees and factory inspection shall also be carried out.
- iii In case of change in name of the company, they shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items, and that the simply it is a change in the name of the company.

In such case, there is no need to pay registration fees. However, required documents, duly notarized in original like Power of Attorney, GUVNL (**formerly GEB**) Resolution, Partnership deed, Memorandum / Articles of Association, Certificates from Registrar of Companies, Sales tax authorities, Central Excise authorities, ISO/BIS, Factory Inspector, SSI/NSIC (If applicable ), chartered accountant, Agreement of take over of Business etc. to approach for such change in the name of company, shall be essential.

- iv. On payment of registration fees, GUVNL(**formerly GEB**)/UGVCL shall depute their representatives and / or third party inspectors decided by GUVNL(**formerly GEB**), for factory inspection and verifications of required details and documents. Based on the factory inspection report and verification of required documents, GUVNL(**formerly GEB**)/UGVCL at its sole discretion, shall decide whether to register the supplier / vendor or not.
- v. Payment of registration fees does not guarantee the registration as approved vendor. Vendor registration fee is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected by GUVNL(**formerly GEB**)/UGVCL.
- vi. The factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be arranged by GUVNL(**formerly GEB**)/UGVCL by deputing their representatives and or third party Inspectors appointed by GUVNL(**formerly GEB**) at its sole discretion, at an interval of every two years. However, GUVNL /UGVCL reserves the right to visit factory of approved vendor



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at any stage for verification of their capability & availability of machinery, testing equipments, infrastructure and whether same terms & conditions are being maintained or not. If at any stage, infrastructure facilities, supply capability etc. of firm is not found up to the satisfaction & requirement of GUVNL(formerly GEB)/UGVCL shall, forthwith cancel, at its sole discretion, the registration of the supplier/vendor concerned & shall take appropriate actions as deemed fit.

- vi. The suppliers in respect of the tendered item/items should have valid vendor registration with GUVNL(formerly GEB)/UGVCL before the date of opening of the technical bid, otherwise their bids will not be opened.
- viii. All the tenderers are required to invariably submit copies of vendor registration approval letter for the tendered item/items, in the EMD cover. THIS IS A MUST; otherwise their tender is liable to be ignored without any further communication in the matter.
- IV. Mere Vendor registration shall not itself vest any right on a party to receive orders from GUVNL(formerly GEB)/UGVCL or to claim any damages or compensation for non-placement of the order against any tender. UGVCL reserves its right to place order on any party, at its sole discretion and/or change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.

**Only the courts at Mehsana (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.**

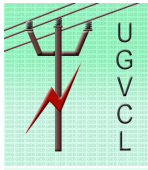
#### D) NEW PARTIES:

The parties, who have not supplied to GUVNL(formerly GEB)/UGVCL but have supplied to other SEB's / Government Organizations, will be considered as New supplier / party. New party has to furnish the proof of execution of orders. It should also get itself registered as a vendor with UGVCL. As far as possible, only manufacturers will be considered and no traders shall be encouraged.

The firm who have supplied to GUVNL(formerly GEB) /UGVCL or other firms should furnish a self certified list of orders executed for similar tender items, indicating quantity supplied along with performance certificates for the items supplied. This is a MUST.

#### E) TENDER SPECIFICATIONS:

All technical specification should be ISS/ISI/BIS. Specification framed out by UGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and UGVCL decision shall be final.



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**UGVCL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificate within 2 years from 1/1/2001** and other things being equal, suppliers who possess ISO 9001 / ISO 9002 certificate will be given preference in quantity distribution after 1/1/2003. The technical scrutiny committee of UGVCL shall evaluate the techno-commercial view of the tender. Tender should be in two bids.

**a) Techno – Commercial Bid and b) Price Bid.**

Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly.

- (i) The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

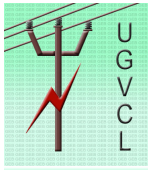
**F) PRICE EVALUATION:**

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis, but without loading Sales Tax, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, who is technically acceptable. UGVCL may go to the price L-2 depending upon the exigency. If UGVCL feels that there is lack of serious competition or any other reasons, UGVCL may negotiate with the L-1 party. UGVCL's decision shall be final and binding on all the parties.

**G) QUANTITY DISTRIBUTION:**

As per current practice, in case where the quantity is to be distributed to more than one supplier, 50% quantity shall be reserved for Gujarat based parties who are techno-commercially qualified and who match the L-1 end cost as per Government of Gujarat guidelines. The parties whether new or regular who have offered minimum 15% / 25% of the total tender quantity for each of their offered items (and fulfilled tender condition no.80 i.e. Minimum tendering quantity) will only be considered for price evaluation. UGVCL will not consider the price bid of any party who quotes for lesser quantity.

- a) At the first time while placing the order, the quantity distribution to new supplier can be enhance up to 30% of the quantity requirement of the particular item, provided the price of new supplier is lower than the regular suppliers.
- b) In the second floated tender for the purchase of similar item, the quantity distribution can be enhance up to 40% to such new firms, provided the price of new supplier is lower than the regular suppliers. And on their satisfactory



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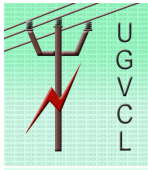
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execution and performance, thereafter during subsequent tender for similar item, the firm will be considered as a regular supplier.

- c) The new suppliers (either New-1 or New-2) will be asked to match the L-1 prices of the new supplier only and the regular supplier has to match the L-1 price of the regular supplier.

But if there are no regular suppliers OR if the rate of regular supplier is very high, the above condition no. (a) and (b) shall be suitably relaxed by UGVCL. UGVCL would not normally place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weight age in order placement.



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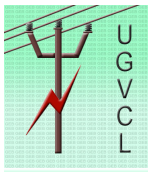


**FORMAT FOR VENDOR REGISTRATION**

1. (a) Name of the factory / firm :
- (b) The date of commencement of production :
2. Address of the factory / firm :
3. Address of the registered Office :
4. Whether Proprietary Pvt. Ltd. Or Public Ltd. :
5. Name of the Directors / Tender / Partners :
6. Total Investment excluding Loan Capital (Please attach Certified true copy of the latest balance sheet) :
7. Loan Capital :
8. Product / product manufactured and or assembled traded. :
9. Area of land occupied by the factory :
10. Built up area of the factory :

Regd. & Corporate Office : Visnagar Road : Mehsana : 384 001 ( North Gujarat )  
Phone No: 02762- 222080-81/236254/56 Fax No: 02762-236254/223574  
Website : [www.ugvcl.com](http://www.ugvcl.com) e-mail : [corporate@ugvcl.com](mailto:corporate@ugvcl.com)





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**(B) Other personnel's working in the :  
factory and their experience**

**1. Skilled**

**2. Unskilled**

**3. Other**

**18. Is testing record maintained :  
and if so, since when**

**19. Method adopted for :  
Quality control**

**20. Is the person in charge of quality :  
Control Independent of production control**

**21. Distinguished marks or methods employed :  
to identify their, material if any.**

**22. Source of supply of Raw material :**

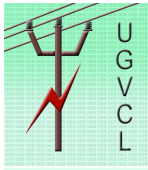
**23. (a) Production Capacity :  
per annum (in quantity as well as value)**

**(b) Maximum production :  
per annum (in quantity as well as value)  
achieved so far**

**24. (a) Orders executed (lists of important :  
orders showing the quantity, value to  
be attached) in the last 2 years, which  
details of name of purchaser, Purchase  
Order No. & date, material supplied etc.**

**(b) Please confirm whether your firm is stop  
dealed / blacklisted by UGVCL form any of  
the offices. This is a must.**

**(c) Total turn over for last 3 years :  
individually.**

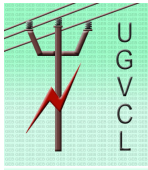


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25. Estimate of stocks of raw material held :  
and the estimated Production on single  
shift basis from the stock so available.
26. Result of sample Testing :
27. Whether the firm possesses ISO 9001 / ISO 9002 Certificate:
28. Remarks :



**DOCUMENT**

**Following documents whichever applicable are to be attached in triplicate**

- 1. Partnership Deed or Article of Association**
- 2. Latest Audited Balance Sheet**
- 3. Factory License**
- 4. Registration Certificate**
- 5. ISI License**
- 6. List of Machinery**
- 7. List of Testing equipment's**
- 8. List of Orders executed**
- 9. ISO 9001 / ISO 9002 Certificate Details:**

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