

	<p align="center">GUJARAT STATE ELECTRICITY CORPORATION LIMITED</p> <p align="center">Gandhinagar Thermal Power Station, Gandhinagar, India-382041.</p> <p align="center">Ph. 91-79-23215663; Fax: 91-79-23217673,</p> <p align="center">e-mail: gtps@gebmail.com Website: www.gsecl.in</p> <p align="center">CIN:U40100GJ1993SGCO19988</p>
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Technical Bid

GTPS
PART- I

ET-265	Supply of spares for fluidizing system of unit# 5 at Gandhinagar TPS.
DUE ON	As per Tender Notice
	AT 3.30 P.M (If Possible)

• **Payment of Tender Fee and Earnest Money Deposit (EMD):**

All the bidders will be required to pay **Tender Fees plus 18% GST** and **EMD** as mentioned in the Tender Document either in Demand Draft, Pay Order or Bank Guarantee (only for EMD) in favour of **Gujarat State Electricity Corporation Limited** payable at Gandhinagar, Gujarat. The scanned copy of original document shall have to be uploaded online with the bid and **RPAD or Speed Post** only addressed to **The Chief Engineer (G), Gujarat State Electricity Corporation Limited, Thermal Power Station, Gandhinagar-382041.**

The bank details are as under.

ACCOUNT NAME	GSECL
ACCOUNT NO	01460200000329
BANK NAME & BRANCH	BANK OF BARODA, SECTOR-21, GANDHINAGAR
IFSC CODE	BARB0GANDHI (Fifth letter is ZERO)
e-mail ID	cash.gtps@gebmail.com ; gtps.coa@gebmail.com If payment done by RTGS/NEFT, then same is to be informed to above e-mail ID with transaction reference, Tender No., BID No. & Bidder's GST No.

(a) Being three part Bid, bidder shall have to submit their tender in three stages i.e. PRILIMINARY STAGE (Tender Fee-EMD Details- scan copy(online) & Original document- Hard Copy submission), TECHNICAL STAGE (on line submission only) and COMMERCIAL STAGE (on line submission only).

- ❖ First preliminary stage will be opened and if the documents submitted by bidder towards payment of EMD and Tender fee are found ok, then only Technical Bid will be opened (On-line). Tenders submitted without Tender Fee-EMD by the firms, will be rejected without entering into further correspondence.
Submission of required documents for exemption of Tender Fee & EMD is mandatory.

❖ **The exemption in payment of Tender Fee & EMD shall be given to the,**

1. Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing / service which they are providing and have Udyam registration for items / service under procurement.
2. Start-ups which participate directly in tendering process for the product which they are manufacturing/service which they are providing and recognized by DPIIT under the Start-up India Program and has obtained

Udyam registration.

3. Organization which has registration certificate for the manufacturing product of the tender, from Gujarat Khadi Gramodyog Board or Khadi and Village Industries Commission(K.V.I.C)or Commissioner of Cottage Industries.
4. Board/Corporations/PSUs of the Central/State Government for their own manufactured items.
5. State Government recognized organizations like(i) organizations for blinds, dumb and deaf, disabled, mentally disabled persons;(ii)women's self-help group recognized by Gujarat Livelihood Promotion Company; which participate directly in tendering process for the product which they are manufacturing / service which /they are providing.

Note:

1. Micro & Small Enterprises (MSEs) who participates directly in the tendering process as Manufacturers or Service Providers, and holds a valid Udyam Registration, are eligible for exemption from payment of Earnest Money Deposit (EMD).
 2. **Agencies registered under Udyam in the capacity of Traders, Re-sellers, or similar categories (i.e. other than Manufacturers/Service Providers) are not eligible for EMD exemption.**
 3. Migration period for Reclassification of MSMEs: - In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.
- **Vendor Registration with GSECL is not compulsory for submitting this tender.**

**GUJARAT STATE ELECTRICITY CORPORATION LTD.
THERMAL POWER STATION, GANDHINAGAR-382 041.**

TENDER FOR	Supply of spares for fluidizing system of unit# 5 at Gandhinagar TPS.
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RFQ No.: 76900

SR. NO.	INDEX
1	Tender Notice
2	Important Notes <u>(Online Only)</u>
3	Bidder Details <u>(Online Only)</u>
4	Technical Bid <u>(Online Only)</u>
5	Price Bid <u>(Online Only)</u>
6	Annexure (1 to 15, Certificate-A, Important Instruction & Integrity Pact) of Commercial Terms & Conditions <u>(Online Only)</u>

Important : Pl. ignore “ Submission of Physical Document” wherever mentioned, i.e. either in Tender Document or Commercial Terms & Condition.

For & On Behalf of GSECL

Chief Engineer (Gen)
GSECL, TPS Gandhinagar

Download & Submitted by _____
(Name of Firm with Seal)

	<p align="center">GUJARAT STATE ELECTRICITY CORPORATION LIMITED</p> <p align="center">Gandhinagar Thermal Power Station, Gandhinagar, India-382041.</p> <p align="center">Ph. 91-79-23215663 Fax: 91-79-23217673,</p> <p align="center">e-mail: gtps@gebmail.com; Website: www.gsecl.in</p> <p align="center">CIN:U40100GJ1993SGCO19988</p>
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(A Successor Company of Gujarat Electricity Board)

Sub :	Supply of spares for fluidizing system of unit# 5 at Gandhinagar TPS.
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CE [Generation], Gandhinagar, TPS invites “On-line Tenders” (e-tendering) for the purchase of above subject item. Tender Papers & Specifications may be down loaded from Web site <https://gsecltender.nprocure.com> (For view, down load and on line submission) and GUVNL / GSECL web sites www.gsecl.in (For view & down load only).

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

Tender No.	ET-265
Tender Fees (<i>Non-Refundable</i>)	Rs. 1770/- (Rs. 1500.00 + GST @18%)
Earnest Money Deposit (EMD) (Please refer page 1 & 2 of Tender Document)	Rs. 8,400/-
Last Date of submission of Online [e-tendering] tender / offer , Technical as well as Price bid along with soft copy of all other documents as stated here under up to 18.00 Hrs. (This is mandatory). Only EMD/Tender Fee related physical documents will be required from bidders before due date.	As per NIT Details
Date of opening of Online Technical bid at 15.30 hrs(if possible), all relevant documents submitted through online process. Online technical bid will be opened for Bidders who have submitted Physical Document against EMD/Tender Fee within due date as per NIT.	
Tentative date of On-line opening of price bid at 15.30 hrs. (if possible)	Party has to be in touch with website https://gsecltender.nprocure.com and also with e-mail sent by above website.
Validity of Rates (Compulsory)	120 Days from the Date of Opening of Technical Bid.
Delivery of Goods/Completion of work	As per Technical Bid
Sample Approval	As per Technical Bid
Security Deposit	As per Cl. No. (1) of Notes for Supplier mentioned under Technical Bid

Important Notes to Bidders:

- (1) It is mandatory for all the bidders to submit their tender documents Online (e-tendering) and in schedule time. **Please note that Price bid is to be submitted online only.** Bidders should have to fill and submit the tender documents on n-procure websites only. Tender documents submitted in tenderer's own printed paper or format other than GSECL's format is liable to be ignored.
- (2) Any technical information and clarifications that may be required pertaining to this tender should be referred to the Chief Engineer (Gen), Gujarat State Electricity Corporation Ltd., Thermal Power Station, Gandhinagar-382041, Gujarat (India).
- (3) Bidder has to upload scanned copies of original (Notarized/ self attested copies of original – as specified in tender document) documents with online bid and no physical documents are to be submitted. If physical Tender documents submitted by any bidder then offer of the same bidder is liable to be ignored and no further communication in the matter will be entertained.
- (4) It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF format) remain legible and should not be password protected. The size of PDF is to be suitable so that it can be uploaded online (n-procure). No any documents will be accepted offline or hard copy.
- (5) Bidder should have to give Validity of their offer for minimum **120 days** from the actual date of opening of Technical Bid otherwise their tender/offer will be ignored/rejected. Bidder shall have to extend validity further for 60 Days, if required on all tender items (not for individual items), otherwise your offer is liable to be ignored.
- (6) **GSECL reserves the rights to reject any OR all tenders without assigning any reasons thereof.**
- (7) **Please note that Conditional Offers will liable to be ignored.**
- (8) Bidders should be in touch with N-Procure and GSECL websites for information regarding revision/ corrigendum/ amendment in tender till due date of on line submission and thereafter. No separate correspondence will be done in this regard.
- (9) If the bidder wish to submit Bank Guarantee (BG) in lieu of Earnest Money Deposit (EMD)/ Security Deposit (SD) / Performance Bank Guarantee (PBG), then the bidder should ask his BG issuing Bank to give intimation to our Bank of Baroda (Beneficiary Bank), , SECTOR-21, GANDHINAGAR branch having IFS Code as BARBOGANDHI (fifth letter is zero) through **Structured Financial Messaging Solution (SFMS)**. BG should be valid for minimum one year.
- (10) Bidder shall have to submit scanned copy of Active GSTIN registration and PAN in online bid. Tenders submitted without Active GSTIN by the bidders, the offer will be rejected without entering into further correspondence.
- (11) If any deviation in your offer with respect to Tender specification, then please mention clearly in separate deviation sheet Annexure-12, otherwise your offer will be considered exactly as per our Enquiry / Tender specification.
- (12) Whichever terms conflict with "GENERAL COMMERCIAL TERMS AND CONDITIONS" the terms mentioned in **"TENDER DOCUMENT/NIT" will be applicable.**
- (13) GSECL reserves the right to place the order on technically qualified bidders for item wise lowest quoted party.
- (14) Party has to accept part order.
- (15) If participating bidder/agency have stake in one or more other agencies / bidders who are participating in same tender and on account of submission of

wrong information / declaration in the tender / enquiry certificate – A, then the bidder will be declared as disqualified automatically and EMD/SD will be forfeited, Further, GSECL shall take stern action including Stop dealing with their firms.

- (16) GSECL reserve the rights to accept/reject/cancel any or all the offers/tenders, extend dates and/ or re-advertise tender, and/ or the whole process of tenderization at any stage without assigning any reasons thereof.
- (17) In case of short submission of documents with bid, GSECL reserves the right to ask through e-mail / electronic mode / letter to submit the required details / documents and/or clarification in physical form as well as in electronic form as the case may be. The bidder has to submit the required document / details / clarification asked by GSECL within stipulated time limit, failing which the bid will be liable for rejection.
- (18) The party must agree to participate in the VMS during tendering process and provide necessary details to streamline the VMD registration process to avoid delays in payment for supplies.
- (19) **Dispute Resolution Mechanism:** Arbitration through the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad.

19.1) Amicable settlement

“Any dispute, difference, controversy or claim between the parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (herein after referred as “the Dispute”) shall, upon the written request of either party by 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 30 days of the service of the request.”

19.2) Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause **19** arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic & 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.

- (20) Bidder should read and verify the documents of Commercial Terms & Conditions of Tender & Supply (i.e. clause No. 1 to 71) of GSECL, Gandhinagar TPS and confirm that all the above documents are verified & certified by you as below.

“I/we read the above documents and agree for the Conditions of Tender & Supply (i.e. Clause No.1 to 71) of GSECL, Gandhinagar, TPS and accordingly submitted my / our offer.”

- (a) It is mandatory to accept the Cl. 1 to 71. Bidder may accept the same on a single paper instead of all 37 pages. [Pg. 1 to 37] and attach PDF copy of seal & signed paper in online documents.**
- (b) It is mandatory to submit duly filled, stamped and signed PDF copies of Tender Document up to Technical Bid, Annexure – 1 to 15 including Annexure 10 (GSECL-GTPS), Integrity pact, Important Instruction and certificate-A through online (n-Procure) process only.**

(21) “All bidders shall submit the details/documents in support of Technical Qualification Requirements duly certified and verified for authenticity from Specified Third-Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure-1. All the documents submitted by the bidder in support of meeting Technical QR only shall be digitally signed by the Specified Third-Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm. In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

1. M/s Competent Inspectorate and Consultants Pvt. Ltd, Hyderabad, India.
2. M/s Gulf Lloyds Industrial Service India Pvt. Ltd.- Ahmedabad.
3. M/s International Certifications Services.
4. M/s Intertek India Pvt. Ltd.
5. M/s SGS India Pvt. Ltd.
6. M/s Moody International (India) Pvt. Ltd.
7. M/s TUV SUD South Asia (P) Ltd.
8. M/s TUV Rheinland (India) Pvt. Ltd.
9. M/s Bureau Veritas (india) Pvt. Ltd.
10. Hertz Inspection & Services Pvt. Ltd.
11. IRCLASS Systems and Solutions Pvt. Ltd.

The Bidder shall be responsible for getting their documents/ credentials verified & certified by the Specified Third-Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm in support of Technical QR. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. GSECL shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and the Specified Third-Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm.”

Note:- The Above Clause No.(21), TPIA Verification for authenticity shall not be applicable in following cases

- (1)** If Bidder having proven track record or regular suppliers/Contractors (i.e. OEM/ OES/ PSU's).
- (2)** If Bidder should have Past order copies of GSECL as these documents can be Verified internally.

For & On Behalf of GSECL,

Chief Engineer (Gen)
GSECL, TPS Gandhinagar

Annexure-1**Undertaking from Third Party Inspection Agency/Statutory Auditor or
Practicing CA/CA Firm**

(On letter head digitally signed by a person duly authorized to Sign on behalf of the
firm)

Ref:

Date:

To,
GSECL.
Power Station Gandhinagar.

Subject: Authentication of veracity of documents submitted by M/s
..... in support of Meeting the Qualifying Requirements.

Ref : Tender no.:

Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at
..... intend to participate in above referred tender of GSECL.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by Third-Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (Name of Documents)
2. Doc ref. no. dated (Name of Documents)
3.

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

Bidder's Signature
with Seal & Date

GUJARAT STATE ELECTRICITY CORPORATION LTD**Thermal Power Station, Gandhinagar-382 041****Note: Bidder has to fill following Details without fail (It is Mandatory).**

1. (a) Full Name and Address	
GST Number	
PAN Number	
2. Particulars of Registration as a Contractor and class in which Registered.	
(a) In the Gujarat Elect. Corp. Ltd.	
(b) In other Government Department.	
3. Reference to be made to (Name & Address)	
4. Previous experience in Railway, PWD and other works	
5. Any other information the contractor may desire to give	

Contact Person	
Address	
Telephone No.	
Mobile No.	
Fax No.	
E-Mail	
Web Site	

Bank Details	
Bank Account Number	
Name of Beneficiary	
Type of Account	
Bank Name	
Branch Name & Address	
Contact Number of The Branch	
IFSC Code	
Cancelled Cheque copy	Scan copy of the same is mandatory

Technical Bid

Sub: Supply of spares for fluidizing system of unit# 5 at Gandhinagar TPS.

Sr. No.	Description of Material	Unit	Qty. Reqd.
1	ROUND FLUIDISING TILES OF HOPPER FLUIDISING SYSTEM FOR GTPS #3,4&5	Number	140

Technical Specifications:

- (1) Item: - Fluidizing Pads (Porous Tiles)
- (2) Make: - Carborundum Universal make/ JMEP make.
- (3) Size: - 300 X 25 thk.(i.e.300 mm ODx 25 mm ID x 25 mm thickness)
- (4) Alumina (Al₂O₃):- 70 to 75 %
- (5) M.O.R.:- 125 Kg/cm²
- (6) Porosity: - 34 to 37%
- (7) Air Permeability: - 1670 Cm³.Cm/ Cm of H₂O.Cm² Mts. in 1.5 mm Dia. orifice of 30 Secs. as per A.F.S. Method.
- (8) Bulk Density: - 2.32 gm/ci.
- (9) Working Temperature: - 150 degree Centigrade (Max.)

General Terms & Conditions to bidders:

- (1) Bidder shall have to offer Carborundum Universal /JMEP make.
- (2) The Bidder should mention the make of offered pad in Technical Bid.
- (3) The bidder shall be either the manufacturer or an authorized dealer for the quoted make of fluidizing pads. In case the bidder is an authorized dealer, a valid authorization/dealership certificate from the manufacturer is to be submitted along with the offer. If the bidder is neither a manufacturer nor an authorized dealer, Party shall have to submit valid purchase proof from the OEM or an authorized dealer along with supply of material .
- (4) Interchangeability: Party shall have to supply completely interchangeability & fitment guarantee for Fluidizing Pad with our existing pads.
- (5) Test certificate: Party shall have to submit the material test certificates of Manufacturer for Chemical Composition and Physical Properties of Pads must be submitted along with the supply.
- (6) GSECL reserves rights for testing of materials of supplied item / items at their discretion & will arrange accordingly. For testing of materials, three nos. from the supplied item / items will be selected randomly and they will be tested for material specifications. If the results of all tested item / items will not be as per above specifications and entire / part supply not found dimensionally OK, then the entire supply / part supply will be rejected.
- (7) **Delivery period:** 03 Month from the date of LOI.

Notes for Supplier:

- (1) **SECURITY DEPOSIT:** It shall be mandatory to submit security deposit as per below table within **10 days from the date of issue of Letter of Intent (LOI)** before order placement. Party shall have to pay Security Deposit in the form of Demand Draft/Bank Guarantee/RTGS/NEFT only. In case when successful bidder is not at all responding within notice period or withdraws his offer then his EMD shall be forfeited and he will not be allowed to participate in the tenders invited from the same office for the period of One year for that place from where tender is invited.

Category of the Unit	Security Deposit	
	Order End Cost Up to Rs. 5 Lakh	Order End Cost More than Rs. 5 Lakh
Enterprise or Organization which are exempted from paying Tender Fee & EMD as mentioned on <u>Tender Page No.1</u>	Exempted	3% of Order End Cost
For all other Enterprises	5% of Order End Cost	5% of Order End Cost

- (2) **Guarantee:** If the goods/Stores/materials and equipments are found defective due to bad design materials or workmanship then same should be repaired or replaced by you free of charge if reported within **12 months** from the date of commissioning or **18 months** of receipt of material at site whichever is earlier.
- (3) **Performance Bank Guarantee (Not Applicable):** The supplier/contractor/party (i.e. tenderee) has to give --% of order end cost as a Bank Guarantee with validity period of additional 01 (one) month i.e. more than actual Guarantee/Warranty period of 12/18 months from the date of commissioning/receipt of material at site to safeguard Company's interest in case of any eventuality happening on the last day of the Guarantee/Warranty period after office hours of the Bank or Bank Holidays.
- (4) The GSECL reserves the right to prefer overall lowest party, to reduce/enhance the tender quantity as per GSECL's requirement at the time of finalization of tender. GSECL also reserves the right to close the Tender at any time, without assigning any reasons, whatsoever. Tenderers will not be entitled for any compensations/ damages/losses, whatsoever, on account of such cessation of the Tender.
- (5) GSECL reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever. Suppliers will not be entitled for any compensations/damages/losses, whatsoever, on account of such termination of the Contract.
- (6) **Delivery Period:** As per Technical Bid. Bidder should accept delivery period as per GSECL requirement and same should be confirmed in Technical bid. The party has to submit required documents within 10 days and **delivery period will be start from the date of issue of LOI**. If party does not submit the documents within specified time, necessary action may be initiated as per GSECL rules.
- (7) **Penalty:** Any delay that may take place in supply and/or erection, testing and commissioning activities beyond contractual cutoff date/stipulated period in the LOI/Order shall be subjected to penalty (not liquidated damages) at the rate of **½% of the end cost** per week or part thereof subject to a maximum of **10% of the end cost of uncompleted portion**.
- (8) Outside Gujarat material should come through RR sale at destination (i.e. GTPS).
- (9) **Payment Term :** Payment will be made by the GSECL directly to you for the material supplied as per GSECL's standard payment terms and conditions i.e.

80% of Ex-works price including 100% of F & I, Taxes & Duties on receipt of TRC within **30 days** on verifying required documents as per A/T conditions and **balance** against S.R. Note within **45 days** from the date of receipt of Material at our site. Amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of amount of GST in GST return after due verification.

Additional Note: Vendor get to register in VMS System through yms.guvnl.com. For registration following documents are required and mail to gtps.store@gebmail.com and gtps.coa@gebmail.com. After registration vendor have to upload the invoice in the VMS system for smooth functioning of payment.

Documents required for Registration:

- (1) PAN Copy
- (2) GST Certificate Copy
- (3) Email ID
- (4) Full Name of Vendor
- (10) Supplier shall have to submit all the necessary documents like material Test certificate, other required test certificates, guarantee certificate, invoice etc along with supply as per the order terms. Payment will not be processed without required documents.
- (11) **REPEAT ORDER:** GSECL reserves rights for the placement of repeat order @ 50 % of the order quantity/value of A/T at the same prices, Terms and Conditions stipulated in the original contract within 6 (Six) months of the order. In special circumstances GSECL reserve the right to place repeat order up to 100% of the original quantity of the A/T at the same prices, Terms and conditions stipulated in the original Contract as mutually agreed upon.
- (12) **In case of submission of Bank guarantee against Earnest Money Deposit/ Security Deposit/ Performance Guarantee following changes must be look into by supplier/ contactor and followed by bank.**
 - (a) There should be claimed period of at least one year after expiry of the bank guarantee.
 - (b) For lodgment of claim for invocation of bank guarantee, the clause should specifically state that said bank guarantee can be presented by GSECL at the local branch of the issuing bank.
 - (c) The invocation of BGs a written application from the GSECL should be sufficient for lodgment of our Claim.
 - (d) On receipt of original bank guarantee a written confirmation should be obtained by GSECL from the issuing bank.
 - (e) GSECL shall accept bank guarantee issued by the bank as per approved bank list mentioned in tender copy.
 - (f) E-BG is acceptable.

(13) Purchase Agreement:

The supplier shall have to enter into a 'Purchase Agreement' with GSECL. This purchase Agreement has to be executed on Non-Judicial stamp paper of Rs. 300/- duly notarized.

The cost of Non judicial stamp & Notary charges will be borne by supplier. Format for the Agreement is attached in the tender.

The Purchase Agreement shall be signed by the authorized representative and have to produce documents as hereunder:

1. 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 who have authorized the particular partner to execute and sign the agreement.
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.
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 record document. Statutory evidence (Aadhar Card / Voter card) of the person signing the agreement should accompany the agreement.

Upon submission Security Deposit against LOI and signing of Agreement, GSECL shall issue a detailed A/T /Purchase order incorporating various terms and conditions.

You have to accept all the GSECL's terms and conditions without any deviations.

I/We agree to supply the article noted above at the rates herein tendered by me/us subject to the condition of 'tender and supply above given at the tender inquiry which I/We have carefully read and which I/We have thoroughly understood and to which I/We agree.

I /We hereby agree to keep this offer open for 120 days after the returnable date of the tender and shall bound by communication of acceptance dispatched within the prescribed time.

Date:

Yours faithfully,

Address:

Signature of Tenderer
With Company's Round Seal

SCHEDULE-B (PRICE BID FORMAT FOR ET-265)**(TO BE FILLED IN ONLINE / e-TENDER FORMAT ONLY)**

Sr. No.	Description of materials With Details of Specifications	HSN Code	GST Rate with CESS, if any %	UOM	Tender Quantity	Quantity offered by Tenderer	Unit Ex-Works price in Rs.	Unit Freight, P & F Charges in Rs.	Unit Insurance Charges in Rs.	Total Unit FOR Destination Cost in Rs.	Unit GST with CESS in Rs.	Unit END COST with GST in Rs.	F.O.R. COST in Rs.	Total END COST in Rs.
1	2	3	4	5	6	7	8	9	10	11 (8+9+10)	12	13 (11+12)	14 (7x11)	15 (7x13)
1	ROUND FLUIDISING TILES OF HOPPER FLUIDISING SYSTEM FOR GTPS #3,4&5			Number	140	----- ONLINE SUBMISSION ONLY -----								

Remarks:

1. Applicable GST rates needs to be mentioned in column no. 4 above and in case of tenderer opting for Composition scheme, "C" shall be mentioned and amount (in Rs.) shall be "0" (Zero) in column no. 12. Also, such tenderer shall have to submit the copy of Composite Registration Certificate.
2. I/We agree to supply the articles noted above at the rates herein tendered by me /us subject to the condition of Tender and supply of the Tender inquiry which I/ We have carefully read and which I/ We have thoroughly understood and to which I/ We agree.
3. I/ We here by agree to keep this offer open for 120 days after the written date of the tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Date:

Yours faithfully,

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

(on Non-judicial stamp paper of Rs.300/- duly Notarized)

AGREEMENT

THIS AGREEMENT made on this day of Two thousand

BETWEEN

..... (Name of the Company), having Registered Office at and represented by (Name and designation of the Authorized Officer (herein after called **"The Supplier"**, which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the **ONE PART**.

AND

..... (Name of the Company), having Registered Office at And represented by (Name and designation of the Authorized Officer (here in after called **"The Purchaser / purchaser Company"**, which expression where the context so requires or admits shall include his administrators, executors, authorised person, assignees and legal representatives) of the **OTHER PART**.

WHEREAS, the Supplier willingly submitted bids for the Tender No..... of the Purchaser company for supply of **[Name of the material / items to be supplied by the Supplier]** as specified and as per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Acceptance (LOA) issued vide No..... dtd..... by the Purchaser company at the accepted respective prices or rates mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply for the total sum of Rs. _____ (Rupees _____ only) *including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

AND WHEREAS, a list is made out in the **"SCHEDULE"** hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the expression **"the Supply"** wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED THAT:-

- (1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. dtd. as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. dtd. which will hold good & valid during the period of this Agreement.
- (2) The supplier shall do and perform for all supplies and things mentioned and described in this agreement or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.

- (3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- (4) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs. (Rupees..... only) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation /risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- (6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving **ONE MONTH'S NOTICE IN WRITING** without compensating the Supplier.
- (7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee /Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- (8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- (9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- (10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general /commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- (11) The following is the Schedule forming part of this agreement as provided herein above:

SCHEDULE

List of documents:

- 1.
- 2.
- 3.

In witness whereof the parties hereto have set their hands and seals this day, month and year first above written.

Place:

Date:

1. Signed, Sealed and delivered by (Supplier):

(Signature with Name, Designation & official seal / stamp)

For and on behalf of M/s. _____ **(Supplier)**
(Complete Name, Address of the authorised person of the Supplier with Authority letter or Board's Resolution in case of company)

In the presence of Name, full Address & Signatures:

- i) _____

- ii) _____

2. Signed, Sealed and Delivered by (Purchaser):

(Signature with Name, Designation & official seal / stamp)

For and on behalf of _____ **(Purchaser),**
(Complete Name, Designation & Location / Address of the authorized officer as per DOP of the Purchaser Company)

In the presence of Name, full Address & Signatures:

- i) _____

- ii) _____

EMD BANK GUARANTEE FORMAT**(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)**FOR TENDER No.: (**Gujarat State Electricity Corporation Limited**).

WHEREAS M/s. _____ (Name and Address of the Firm) having their registered Office at _____ (Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. _____ for _____ work _____ of (Supply / Erection / Supply & Erection/Work) of _____ (Name of material / equipment / work) for **Gandhinagar TPS, Gujarat State Electricity Corporation Limited** (hereinafter called the "Beneficiary") and WHEREAS a Bank Guarantee for Rs. _____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **12 months** beyond initial validity of Tender's offer) which is required to **be submitted by the Tenderer along with the Tender.**

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____) (in words) to the said Gujarat State Electricity Corporation Limited on behalf of the Tenderer.

We, _____ (Name of the Bank) also agree that withdrawal of the tender /Bid / EOI or part thereof by the Tenderer within its validity or non-submission of Performance Guarantee towards execution/supply period by the Tenderer within 15 days from the date of issue of Letter of Acceptance by Gujarat State Electricity Corporation Limited would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the Firm of Tenderer or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the **Gujarat State Electricity Corporation Limited.**

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. **Gujarat State Electricity Corporation Limited**) Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees

_____ (in words). Our
Guarantee shall remain in force till _____ (Date of validity of the Guarantee).
Unless demands or claims under this Bank Guarantee are made to us in writing on or
before _____ (**Date of validity of the Guarantee**), all rights of Beneficiary under
this Bank Guarantee shall be forfeited and we shall be released and discharged from all
liabilities there under.

Place :

Date :

Please mention here complete Postal
Address of the Bank with Branch
Code, Telephone and Fax Nos..

Signature of the Bank's authorized
Signatory with Official Round Seal.

NAME OF DESIGNATED BANKS as per attached List:

Note:

- (i) The Banks shall be the Banks recognized notified by the Finance Department, Government of Gujarat (GOG) from time to time.
- (ii) Bank Guarantee should be confirmed through Structured Financial Messaging System (SFMS).

(ON STAMP PAPER OF Rs.300/-)

FORM OF BANKER'S UNDERTAKING**For Supply Period (Security Deposit)
as per Commercial Terms & Conditions of Tender)**

We, _____ (name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Gujarat State Electricity Corporation Limited**, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of Performance Guarantee towards execution/supply period) Rupees _____ (in words) to the said **Gujarat State Electricity Corporation Limited** on behalf of M/s. _____ who have entered into a contract for the supply / works specified below :

LOA No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOT WITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee, claim period 1 year after validity of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please mention here complete
Postal Address of the Bank with
Branch Code, Telephone and Fax
Nos..

Signature of the Bank's authorized
signatory with Official Round Seal.

NAME OF DESIGNATED BANKS as per attached List:**Note:**

- (i) The Banks shall be the Banks recognized notified by the Finance Department, Government of Gujarat (GOG) from time to time.
- (ii) Bank Guarantee should be confirmed through Structured Financial Messaging System (SFMS).

(ON STAMP PAPER OF Rs.300/-)

FORM OF BANKER'S UNDERTAKING**(For Performance Guarantees (PBG) towards Guarantee / Warranty period as per Commercial Terms & Conditions of Tender)**

We, _____ (name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Gujarat State Electricity Corporation Limited**, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of Performance Guarantee towards Guarantee/Warranty period) Rupees _____ (in words) to the said **Gujarat State Electricity Corporation Limited** on behalf of M/s. _____ who have entered into a contract for the supply / works specified below:

P.O. (A/T) No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOT WITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee, claim period 1 year after validity of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please mention here complete
Postal Address of the Bank with
Branch Code, Telephone and Fax
Nos..

Signature of the Bank's authorized
signatory with Official Round Seal.

NAME OF DESIGNATED BANKS as per attached List:**Note:**

- (i) The Banks shall be the Banks recognized notified by the Finance Department, Government of Gujarat (GOG) from time to time.
- (ii) Bank Guarantee should be confirmed through Structured Financial Messaging System (SFMS).

(ON STAMP PAPER OF Rs.300/-)

FORM OF BANKER'S UNDERTAKING

(Combined Performance Guarantees (PBG) towards Execution / Supply period and Guarantee / Warranty period as per Commercial Terms & Conditions of Tender)

We, _____ (name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Gujarat State Electricity Corporation Limited**, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of Combined Performance Guarantees (PBG) towards Execution/Supply period and Guarantee/Warranty period) Rupees _____ (in words) to the said **Gujarat State Electricity Corporation Limited** on behalf of M/s. _____ who have entered into a contract for the supply / works specified below :

L.O.A. No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOT WITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee, claim period 1 year after validity of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please mention here complete
Postal Address of the Bank with
Branch Code, Telephone and Fax
Nos..

Signature of the Bank's authorized
signatory with Official Round Seal.

NAME OF DESIGNATED BANKS as per attached List:

Note:

- (i) The Banks shall be the Banks recognized notified by the Finance Department, Government of Gujarat (GOG) from time to time.
- (ii) Bank Guarantee should be confirmed through Structured Financial Messaging System (SFMS)

Financial Department, GR.No. FD/MSM/e-file/4/2025/2712/DMO Dtd.**01/04/2026**[To be revised as per GoG notification issued from time to time.]**List of Banks Notified by GSECL**

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

❖ All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to **March 31, 2027**. The validity cut-off date in the GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

Sr. No.	Name of Banks	Sr. No.	Name of Banks
1	AXIS Bank	23	A U Small Finance Bank
2	Bandhan Bank	24	City Union Bank
3	CSB Bank	25	DBS Bank India Limited
4	DCB Bank	26	Dhanlaxmi Bank
5	Equitas Small Finance Bank	27	Federal Bank
6	HDFC Bank	28	HSBC Bank
7	ICICI Bank	29	IDBI Bank
8	IDFC First Bank	30	IndusInd Bank
9	Jammu and Kashmir Bank	31	Jana Small Finance Bank
10	Karnataka Bank	32	Karur Vysya Bank
11	Kotak Mahindra Bank	33	RBL Bank
12	South Indian Bank	34	Standard Charter Bank
13	Tamilnad Mercantile Bank	35	Ujjivan Small Finance Bank
14	YES Bank	36	Ahmedabad Mercantile Co-Operative Bank
15	Nutan Nagrik Sahakari Bank Ltd.	37	Rajkot Nagrik Sahakari Bank Limited.
16	Sarawat Co-Operative Bank Ltd.	38	SBPP Co-operative Bank Ltd.
17	SVC Co-Operative Bank Ltd.	39	The Cosmos Co-op Bank Ltd.
18	The Gujarat State Co-Operative Bank	40	The Surat District Co-operative Bank
19	The Surat Peoples Co-operative Bank Ltd.	41	The Baroda Central Co-operative Bank
20	The Panchmahal District Co-operative Bank	42	The Kalupur Commercial Co-Op. Bank
21	The Rajkot Commercial Co-operative Bank	43	The Banskantha Mercantile Co-operative Bank Ltd.
22	Gujarat Gramin Bank		