COMMERCIAL TERMS AND CONDITIONS (e –procurement)	
1	VENDOR REGISTRATION:
	1.1. REGISTRATION: 1.1.1 All new Suppliers shall get themselves registered by paying non-refundable Registration Fees plus GST as applicable, as detailed below, to the concerned subsidiary Company /GSECL with Vendor Registration Application Form and all relevant documents. The Vendor Registration for non-Engineering items like stationery, uniforms etc., as per Annexure - I is not required. While for other items, Vendor Registration is compulsory for the Bidders to participate in the Tender. For factory within the Gujarat State. 1.1.1.1. Rs. 15,000/- plus GST as applicable for Micro and Small Industries. 1.1.1.2. Rs. 25,000/- plus GST as applicable for all other category of Industries. 1.1.2. For factory within the Country but out of Gujarat State. 1.1.2.1. Rs. 50,000/- plus GST as applicable for Micro and Small Industries. 1.1.2.2. Rs. 75,000/- plus GST as applicable for all other category of Industries. 1.1.3. Out of Country: $ 5,000 USD plus GST as applicable. To be remitted by the prospective Vendor through SWIFT (Purchaser to give Bank Account details) 1.1.4. For Re-Registration of already registered Vendor, the Vendor has to pay 50% of the Vendor Registration fees plus GST as applicable towards registration charges, provided the Vendor has successfully executed Purchase order in GUVNL or its any subsidiary Companies within two years before the date of expiry of existing Vendor registration, as otherwise, it will be as per regular Registration charges. 1.1.5. In case of multiple manufacturing locations of Vendor, fees shall be paid for each location. 1.1.6. Vendor Registration shall be issued on manufacturing unit-wise of the firm. 1.1.7. The Registration Charge shall be reviewed every three years. 1.1.8. Registration Charge shall be non-refundable even if registration is denied. 1.1.9. Payment of registration fees does not guarantee the registration as approved vendor. 1.1.10. Period: The registration is valid for five years from the date of Vendor Registration. The subsidiary Companies of GUVNL shall inspect the factories every two years, if required. 1.2. **Existing Registered Vendor:-** 1.2.1. The registration of existing Vendors of GUVNL & its subsidiary Companies would continue for the period prescribed in the Vendor Registration Order. Upon expiry of the validity period, the Firm shall re-register themselves by following the prescribed procedure, as stipulated herein below. Existing Vendor should apply for re-registration at least two months before the date of expiry of their existing registration. If, firm has not applied for re-registration before two months from the date of expiry of their existing registration but applied prior to the date of publication of Tender in the

Newspaper, in such case the Company /GSECL reserves the right to consider or not to consider their bid at its sole discretion.
However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.

1.2.2. In case, the registered vendor desires to add new item/(s) of lower capacity of relevant Indian Standard in their existing vendor registration certificate of higher capacity, the vendor has to pay Rs. 1000/- as registration charges plus GST as applicable and submit application along with following documents.
The applicability of vendor registration period shall be as per existing vendor registration for all items. Company /GSECL may waive the inspection of factory premises, if deem fit.

1.2.2.1. Type test report for each rating/size of item/(s) to be registered not older than 7 years.
1.2.2.2. ISI/ BIS/ International Licenses, if applicable.

1.2.3. In case, the registered vendor desires to add new item/(s) of higher capacity of relevant Indian Standard in their existing vendor registration certificate of lower capacity, the vendor has to pay 50% of the Vendor Registration fees plus GST as applicable towards registration charges and submit application along with following documents.

The vendor registration period shall be as per existing vendor registration for all items. The inspection of factory premises shall be carried out as per procedures of new application.

1.2.3.1. Type test report for each rating/size of item/(s) to be registered not older than 7 years.
1.2.3.2. ISI/ BIS/ International Licenses, if applicable.
1.2.3.3. List of Plant & Machineries.
1.2.3.4. List of testing equipment.

1.3. **Guidelines for Vendor Registration / Re-registration:-**

1.3.1. The Vendor Registration / Re-Registration Application Form duly filled in with requisite Registration Fees plus GST as applicable and relevant documents such as all type Test Reports from the factory location sought for, as per relevant IS / IEC Specifications conducted at NABLaccredited Laboratory or Govt. approved labnot older than Seven Years and other documents as per Annexure – II shall be submitted to the concerned Company /GSECL. Incomplete application along with all documents shall be returned within 07 calendar days on receipt of the application with reasons for such rejection highlighting the list of incomplete documents / information. Thereafter, if firm does not re-submit his application along with complete required documents within seven calendar days from the date of receipt of rejection, then the application submitted earlier for Registration will be treated as rejected and disposed of.

1.3.2. If deficiencies are found on factory inspection, the application shall be returned

with highlighting such deficiencies immediately within Seven days. Thereafter, if Firm does not re-submit their application indicating rectification of deficiencies with supporting documents within Thirty days, then application of such Firm will be treated as rejected and disposed of. Actual expense for second inspection will be borne by the Firm.

1.3.3. The prospective Vendor may then submit a fresh application along with fresh Registration Fees after rectifying / complying with all the deficiencies. Such application shall be treated as fresh application for all purposes.

1.3.4. In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees plus GST as applicable and factory inspection shall be carried out as per norms.

1.3.5. 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 processing fees of Rs. 5000/- plus GST as applicable the documents as per Annexure III, to the Company, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor.

If, firm fails to inform such changes to respective Company within 90 days, in such case, the firm will not be considered as registered vendor.
In case of Amalgamation of companies, order from the Court is to be followed. While, in case of Merger & Acquisition, legal procedures to be followed as per Company's Act.

1.3.6. In case of Vendor Registration for Regular items, the new Vendor, who has submitted their application for Vendor Registration with all required fees and all the requisite documents prior to the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid.

In case of Vendor Registration for new products, which are to be procured first time, the new Vendor who has submitted their application for Vendor Registration with all required fees and all the requisite documents within 21 Calendar days from the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid. However, to encourage new vendors for new products, wide publicity through newspapers / web-site, indicating details of items to be procured should be given at least 45 days prior to invitation of tender to enable the New Vendors to register them as vendor.

If, GSECL invites short notice tender for urgent requirement of the materials, above time limit for applying for vendor registration may suitably be modified by GSECL.

If the firm fails to submit the Vendor Registration Certificate before opening of Price Bid, their Technical Bid shall be rejected and Price Bid shall not be opened. However, the process of tender shall not be delayed by the GSECL merely because of vendor application of a bidder is in process. The participating bidder must enclose copy of Receipt of the Fees paid towards Vendor Registration along with the Tender Fees / EMD payment receipt.
There shall be no relaxation in above as companies also require reasonable time to evaluate the vendors credential & complete the process of registration.

1.3.7. At the time of re-registration, the Vendor's works / factory shall be re-inspected departmentally, incase factory situated within the Country, while for other factory it shall be either departmentally or through third party inspection, if deem fit.

1.3.8. In order to streamline Vendor Registration process and to avoid overburdening on any particular COMPANY with Vendor Registration work, all new Vendor Registrations and re-registrations of existing Vendors on completion of 5 years in respect of Vendors, whose factories are in Gujarat shall be done by the concerned COMPANY within whose licensee areas such factories are located for the items used by COMPANYs.

1.3.9. In case of the Vendors whose factories are located in Torrent Power Ltd license area of Ahmedabad – Gandhinagar, it will be the responsibility of UGVCL and those in Surat, it will be the responsibility of DGVCL.

1.3.10. In case of the factories located outside Gujarat, the responsibility for Registration and re-registration of Vendors shall be as under (As per attached Map):

1.3.10.1. Northern Region ---------- UGVCL,
1.3.10.2. Western Region ---------- PGVCL,
1.3.10.3. Southern Region ---------- DGVCL,
1.3.10.4. Eastern and North-Eastern Region ---- MGVCL

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

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

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

1.3.14. The Re-registration of existing Vendors on completion of 5 years shall be done by GETCO or GSECL in respect of their registered Vendors, whereas in respect of the Vendors registered by any DISCOM, the Re-registration will be done by COMPANYs as per above jurisdiction criteria stated as above.

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

1.3.16. No Tender document is to be entertained for the firm / from any Company, who is not registered as Supplier / Vendor with GUVNL or any of its subsidiary Companies for tender item. However, the Tender submitted by a firm may be considered for evaluation, if it fulfills the requirement as per clause No. 1.3.6.

1.3.17. The Factory Inspection is mandatory in respect of new Vendors. No inspection waiver will be considered. If required, factory inspection of existing Vendors may be conducted every two years departmentally incase factory situated within the Country, while for other factory it shall be either departmentally or through third party.

1.3.18. The subsidiary Companies of GUVNL have to inspect factory of applicant within 30 calendar days from the date of application in case of First Registration within which inspection has to be carried out departmentally for works in India (Note: Inspection will be arranged only if the documents are otherwise found complete in all respect).

1.3.19. During factory inspection, it is mandatory to have Photography with Date, of the applicant Company's premises, infrastructure facilities for testing equipment and machineries. The Vendors will have to submit their consent for Photography.

1.3.20. The new Vendor Registration shall be given to the item/(s) to be mentioned clearly, for which the vendor has submitted type test report along with application. The Vendor Registration shall be given in the name of item only. The relevant IS of the material shall be mentioned in the bracket for that item.

1.3.21. Mere Vendor registration shall not itself vest any right on a firm to receive orders from GUVNL's any subsidiary company or to claim any damages or compensation for non-placement of the order against any tender.

1.3.22. Company / GSECL reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.

1.3.23. Only the courts at Head quarter of the Company (Gujarat State) shall have exclusive jurisdiction to adjudicate all disputes relating to or arising out of the vendor registration or placement of the order etc.

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

1.4.1 The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.

1.4.2 The firm, stop deal and/ or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.

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

1.4.3.1 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.

1.4.3.2 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,

1.4.3.2.1 No enquiry shall be issued to a firm.

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

1.4.3.3 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**:-**

1.4.3.3.1 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.

1.4.3.3.2 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.

1.4.3.3.3 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.

1.4.3.3.4 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.

1.4.3.4 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.

1.4.3.5 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.

1.4.3.6 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 manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies & for all Services of the Firm.

1.4.3.7 If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist.

1.4.3.8 The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply from any supplier for that Company only.

	1.4.4 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. 1.5 Every Supplier / Vendor shall inform their GSTIN No. at the time of payment of applicable fees.
2	NEW PARTIES: Category of firm i.e. New-1, New-2 and Regular supplier shall be decided on manufacturing unit-wise order executed. 2.:New Supplier:- **2.1:New-1 Supplier:-** 2.1.1 The bidder, which has not supplied tendered equipment / material for same or higher rating of relevant Indian Standard to GUVNL or any of its Subsidiary Company in the regular tender, as on the date of publication of Tender in the Newspaper, shall be considered as a New-1 Supplier. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company. 2.1.2 The Bidder who has supplied equipment / material to GUVNL or any of its subsidiary Company, but performance of supplied equipment / materials is not satisfactory in any case, is also to be considered as New-1 Supplier. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company. 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 -1 Supplier for evaluation. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company. 2.2 **New-2 Supplier** : 2.2.1 The New–1 Supplier is considered to be as a New-2 Supplier, provided the bidder has successfully executed their first order for tendered equipment / material for same or higher rating of relevant Indian Standard to GUVNL or any of its subsidiary Company in the regular tender, and performance of the supplied equipment / materials is found satisfactory as on the date of publication of Tender in the Newspaper. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company. 2.3 **Regular Supplier** : 2.3.1 The existing regular Suppliers for tendered equipment/ material for same or higher rating of relevant Indian Standard in GUVNL and its subsidiary Companies shall be considered as Regular Suppliers. Such Supplier should have already got itself registered as a Vendor for tender item with GUVNL or any of its subsidiary Company. 2.3.2 The New–2 supplier is considered to be as a Regular Supplier, provided the

	performance of the supplied equipment/ materials as a New-2 Supplier for tendered equipment/ material for same or higher rating of relevant Indian Standard to GUVNL or any of its Subsidiary Company in the regular tender is found satisfactory at least for Twelve months from the date of first consignment supplied as per the terms of A/T (Order / Contract), as on the date of publication of Tender in the Newspaper. Such bidder should have already got itself registered as a Vendor for tender item with GUVNL or any of its subsidiary Company. 2.3.3 The Performance Certificate shall be obtained from other Companies of GUVNL in the prescribed Performa as per Annexure–VI, so as to maintain uniformity amongst all the Companies and all the Bidders. **2.3.4 <u>The performance certificate shall consists of :</u>** 2.3.4.1 The material supplied shall be of similar or higher rating of relevant Indian Standard for the tendered item used by GUVNL & its subsidiary Companies. 2.3.4.2 The Performance Certificate shall be with reference to performance of the equipment / materials as well as timely execution of the Contract and after sales services. A draft Performance Certificate to be issued by the subsidiary Companies is attached as Annexure–VI. The order placing company will issue performance certificate on demand from other subsidiary company, as and when required. 2.3.4.3 The Certificate towards satisfactory supply performance against A/Ts executed satisfactorily for supply of the material to GUVNL & its Subsidiary Companies shall be issued by an Officer not below the rank of the Chief Engineer / Additional Chief Engineer (Head of the Purchase Department) from the Purchase Department of the concerned Company.
3	TENDER SPECIFICATIONS: All technical specification should be as specified in the tender document. No deviation in specification shall be allowed and GSECL decision shall be final. GSECL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificates on date of publication of tender. The technical scrutiny committee of GSECL shall evaluate the techno-commercial view of the tender. GSECL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their supplied materials. 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. The price Bid of Techno-commercially qualified Bidders will be opened. After technical bid is opened, for modification, if any, all shall give equal chance.
4	EVALUATION: **Tender Shall be called for in two bids:** **4.1 Techno-commercial Bid and** **4.2 Price Bid.** 4.2.1 The price Bid of Techno-commercially qualified Bidders will be opened. 4.2.2 For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.

PRICE EVALUATION:

4.2.3 No price preference shall be given on any account. All Tenders shall be evaluated on firm Price End Cost with GST and Cess as applicable basis unless otherwise mentioned in the Tender documents.

4.2.4 If the Tender is invited with Total Owning Cost (TOC) Clause, the evaluation shall be done accordingly. For the same, the Bidders have to give the detailed breakup of the End Cost.

4.2.5 Negotiation and Price matching:-

4.2.5.1 If the GSECL feels that there is lack of serious competition, or any other valid reasons, GSECL may negotiate with the L-1 New and lowest Regular Categories.

4.2.5.2 If more than one firm is to be considered for placement of order, then New Supplier has to match price with L-1New Supplier and Regular Supplier has to match with L-1 Regular Supplier, as the case may be, who is technically acceptable.

4.2.5.3 The firm, who has submitted their consent for price matching with Regular/ New L-1 bidder, as the case may be, for allotted quantity shall only be considered for placement of order. The consent for price matching with reduction in quantity shall not be considered for placement of order.

4.2.5.4 If an order is under execution by a Firm placed by the Company and in the meanwhile Tender is invited for the same item by same Company or by other Company on behalf of them, and the rates received/ negotiated in this subsequent Tender from same Firm are lower than the rates at which the current order is placed, then the lower rates shall apply for the balance quantity of the order under execution, subject to the condition that the technical specifications remain unchanged and the delivery schedule of the order is already completed.

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5.1 <u>Quantity Distribution:-</u>

5.1.1 **Reservation for Gujarat based Parties:-**

5.1.1.1 Not less than 50% of the quantity to be purchased may be given to parties, who propose to supply such materials from their manufacturing Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price End Cost including GST and Cess as applicable, (if they themselves are not L-1). If they are L-1, even 100% quantity may be given at the desecration of the GSECL and subject to party's Financial and Technical capability to supply the materials as per the required Delivery Schedule.

5.1.1.2 The benefit of Gujarat based reservation is applicable where the quoted Unit End Cost with GST and Cess as applicable of Gujarat based bidder is not higher than 15% of the quoted Unit End Cost with GST and Cess as applicable of L-1 New / Regular bidder, as the case may be. If difference is higher than 15%, then reservation benefit of Gujarat based parties may not be applied.

5.1.2 The quantity distribution to New parties:-

5.1.2.1 <u>For Critical items (As per Annexure V):</u>

5.1.2.1.1 The quantity distribution to each New-1 Supplier will be restricted up to 10% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.

5.1.2.1.2 The quantity distribution to each New-2 supplier will be limited to 25% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the Regular L-1 Supplier.

5.1.2.1.3 The total Quantity to be allotted to New Suppliers (New-1 & 2) should be limited up to 50% (giving more weightage to New-2) of the quantity requirement of particular item and distributed amongst New Suppliers considering above Clauses, subject to price matching with L-1 bidder and the price of all new Suppliers should be lower than that of lowest Regular Supplier and balance quantity to Regular Suppliers.

5.1.2.1.4 The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.

5.1.2.1.5 In case of Cables, Conductor and Conveyor Belts, New Supplier shall be allotted up to 10% (New-1) / 25% (New-2) of Tender Quantity or Minimum Drum Length, whichever is higher.

5.1.2.2 **For Non-Critical items**:-

5.1.2.2.1 The quantity distribution to each New-1 Supplier will be restricted up to 30% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.

5.1.2.2.2 The quantity distribution to each New-2 Supplier will be limited to 40% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the lowest Regular Supplier.

5.1.2.2.3 The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.

5.1.3 In case, if there is no Regular Supplier or if the rate quoted by Regular Suppliers is very high or the quantities quoted / accepted by Regular Suppliers is lower than requirement, the above conditions may be suitably relaxed by the concerned Competent Authority for acceptance of Tender as per DOP / Purchase Committee / Board. However, reasons for granting such relaxation shall be appropriately recorded.

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

5.1.5 GSECL would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weightage in order placement. However, In case, the quantities offered/ accepted by 50% of total

	successful parties do not fulfill the requirement of the GSECL, then the GSECL may relax the above criteria at their discretion. ***5.1.6*** Quantity distribution to Gujarat based Micro, Cottage and Small Scale Industries. GSECL may consider for quantity allocation to Micro, Cottage and Small Scale Industrial Units of Gujarat state, if they are manufacturing item under tender and take participate in tender directly i.e. without inter mediators as under. 5.1.6.1 Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 10% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State. 5.1.6.2 Out of Micro, Cottage and Small Scale Industrial units of Gujarat State, if any unit having either (1) Women Proprietor or (2) All partners are Women, in case of Partnership firm or (3) All Share Holders are Women, in case of Company, has quoted up to 11% higher rate against rate quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State. 5.1.6.3 Quality based price preference: If for item under tender is not mandatory to provide ISI/BIS/ Agmark in any law, in such cases Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 5% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State, for their material having ISI/ BIS/ Agmark, shall get the benefits of price preference. If, it is mandatory to provide ISI/ BIS/ Agmark on material under any law, price preference is not allowed. 5.1.6.4 But in no case total 15% more than rate quoted shall be considered. Clarification:- It is to clarify that price preference does not mean to pay extra amount to bidder. Price preference is only for consideration for placement of order, if they are matching price with L-1. Further, it is to clarify that for price preference, rate should be considered Firm Price End Cost with GST and Cess as applicable. While in case of tender is invited with Total Owning Cost (ToC), rate should be considered ToC basis.
6	TENDER FEE: .(Applicable as per NIT) Tender fee (Non-refundable) plus GST as applicable as notified in the tender notice should invariably be paid by way of NEFT/RTGS/ online only ; in favour of Name of" Gujarat State Electricity Corporation Limited.", Payable at Bank of Baroda, WANAKBORI, otherwise offer will be ignored out rightly. The Tender Fees is Non-refundable under normal circumstances. However, if GSECL decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee may be refunded to bidder(s), at sole discretion of the GSECL. Alternatively, the bidder can pay the tender fee plus GST as applicable in CASH at, "Gujarat State Electricity Corporation Limited, Address: ....." at Cash counter during working day between11:00 A.M.to03:00P.M.and on working Saturday between 11:00 A.M.to 03:00 P.M. before the due date and time for submission of tender, All the bidders will be required to pay tender fees plus applicable GST and EMD as

	mentioned in the tender documents either in cash(up to 10,000.00/- only) at the office address specified in the tender documents or by RTGS/NEFT/online. Being three part Bid, bidder shall have to submit their tender in three stages i.e. PRILIMINARY STAGE (Tender Fee-EMD cover & online submission only), TECHNICAL STAGE (on line submission only) and COMMERCIAL STAGE (on line submission only). First preliminary stage will be opened and if the documents 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. **SAMPLE:** The sample/s asper requirement of the tendered technical specification/ Schedule-A of tender must be submitted during working day only and not later than 17.00 hrs. of date of physical submission of bid/documents to the address as mentioned in tender document/purchase order only. The bid shall be rejected out rightly, if sample/s is/are not submitted in schedule time of tender. Every bidder shall inform their GSTIN No. at the time of payment of applicable fees.
7	PRICES: Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of GSECL in Gujarat). However, the Tenderer should indicate in the Schedule– "B" (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Price and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must. If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration &self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST. Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned then GSECL will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders. The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered. The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly. Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the

	bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.
8	**EARNEST MONEY DEPOSIT: (E.M.D.)** .(Applicable as per NIT) **'EMD AND CONTAINS THE FOLLOWING DOCUMENTS** : The following documents as stated hereunder out of 8 documents mention adhere under of commercial terms and condition of tender are required to be submitted in online only on n-procure- ***https://tender.nprocure.com*** .Technical documents accepted on line only. [1] Tender fee amount by way of NEFT/RTGS/online or photo copy of money receipt of Tender fee (self-certified), if tender fee paid in cash at site / corporate office of GSECL. This is mandatory. [2] Earnest Money Deposit (E.M.D.) amount by way of NEFT/RTGS/online or copy of money receipt, if EMD paid in cash at site/corporate office of GSECL. This is mandatory. **a.** If the EMD amount is up to Rs.3 Lac, it should be paid either by **RTGS/NEFT/online. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document.** b. 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. c. Start-ups which participate directly in tendering process for the product which they are manufacturing/service which they are providing an dre-cognized by DPIIT under the Start-up India Program and has obtained Udyam registration. d. 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. e. Board/Corporations/PSUs of the Central/State Government for their own manufactured items. f. 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. g. This benefit of exemption will not be admissible in the tender if they take part in the tender indirectly either through dealer, agents, distributors or other inter mediators. h. The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhar Memorandum/Udyam Registration Certificate, it should indicate the manufacture of related group of item. [3] The Copy of valid vendor registration letter of tender item/s issued by GUVNL or its

any subsidiary company OR the copy of receipt of the fees paid towards vendor registration. The complete guideline for registration of vendors & Vendor development policy is attached herewith as APPENDIX-1. This is mandatory.

Note: The bid will be rejected out rightly, if the above mandatory documents i.e. (At Sr. No.: [1] to [3]) are not submitted in online only on n-procure.

Moreover, the following documents (for Technical Evaluation) are also required to be Submitted in online only on (n) procure.

All tender documents are to be upload (Notarized / self-attested copies of original – as specified in tender document) through online only (mandatory) on (n) procure portal

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

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

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

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

[8] The Copy of High Quality ISO certificate duly notarized

The documents mentioned under [4] to [8] are required for technical evaluation of bid Hence, bidder should submit the same online only.

8.1 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/102015/691093/CH dated 03/06/2016 for Small and Micro Scale Industries.

8.2 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.

8.3 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 (SSI/~~

~~MSME Part II~~/Udyog Aadhaar Memorandum/*Udyam Registration Certificate*)& ~~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.

8.4 The Certificates should indicate the manufacture of items offered.

8.5 Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.

Further, Over & above mentioned in clause No.8.3 to 8.5, bidders who are exempted as per Gujarat state purchase policy will be eligible for exemption from payment of EMD.

8.6 Participants not covered under these categories mentioned at Clause No. 8.3 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.

Bidder have to submit detailed break up of EMD amount against item/s offered by them in online in following format:

Sr. No	Offered item in tender	EMD Amount for MSME ~~(Gujarat Based& Out of Gujarat Based) Units in Rs.~~	EMD Amount for Non-MSME units in Rs.

8.7 Any basic document with regard to EMD will not be acceptable after closing time of On-line bid of Tender.

8.8 If the EMD amount is more than Rs.3 Lac, it should be paid either by NEFT/RTGS/online or demand draft or Banker's Cheque or pay order or Bank Guarantee.

8.9 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. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD without original Money Receipt shall be entertained by the GSECL. The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc.

8.10 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.

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

9

~~SECURITY DEPOSIT (SD) TOWARDS EXECUTION PERIOD:~~

~~Security Deposit shall be paid by the successful Bidders irrespective of whether they are SSI Unit or exempted by NSIC.~~

~~9.1 The Supplier shall submit the Security Deposit to cover execution period by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance.~~

~~9.2 The successful bidder has to give Bank Guarantee with validity period of additional 01 (One) month i.e. more than actual delivery period to safeguard GSECL's interest in case any eventuality happening on the last day of the delivery period after office hours of the Bank or Bank holidays.~~

~~**9.3 Bank Guarantee shall be considered as per Tender terms.**~~

~~The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with **CSPO / NSIC** / DGS&D Registration Certificates for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their 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 and having registration with **CSPO or National Small Industries Corporation**.. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.~~

~~The item wise security deposit(SD) towards execution of contract is given as under.~~

~~Category of the Unit~~	~~Security Deposit~~	
	~~Purchase up to Rs. 5 Lakh~~	~~Purchase of more than Rs. 5 Lakh~~
~~Enterprises or Organizations which are exempted from paying Tender Fees & EMD as per GoG Procurement Policy*~~	~~Exempted~~	~~3% of order value~~
~~For all other enterprises~~	~~5% of order value~~	~~5% of order value~~

~~9.4 The Supplier / Contractor can submit only one Bank Guarantee considering the Performance Guarantee requirement.~~

~~9.5 The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.~~

9.6 ~~In case of delivery deferment by GSECL, option should be given to the supplier to submit new BG towards execution period for balance order value subject to the supplier have submitted Performance Guarantee towards Guarantee / warrantee period.~~

SD Clause:

SECURITY DEPOSIT (SD) TOWARDS EXECUTION PERIOD:

Security Deposit shall be paid by the successful Bidders

Category of the Unit	Security Deposit	
	Purchase up to Rs. 5 Lakh	Purchase of more than Rs. 5 Lakh
Enterprises or Organizations which are exempted from paying Tender Fees & EMD as per GoG Procurement Policy i.e as per cl 8.2 as above	Exempted	3% of order value
For all other enterprises	5% of order value	5% of order value

1. The Supplier shall submit the Security Deposit to cover execution period by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance.

2. The successful bidder has to give Bank Guarantee with validity period of additional 01 (One) month i.e. more than actual delivery period to safeguard GSECL's interest in case any eventuality happening on the last day of the delivery period after office hours of the Bank or Bank holidays.

3. **Bank Guarantee shall be considered as per Tender terms.**

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 for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their Micro & small-scale enterprises for the product which they are manufacturing / service which they are providing and have Udyam registration for items / service under procurement This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.

a. The Supplier / Contractor can submit only one Bank Guarantee considering the Performance Guarantee requirement.

b. 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.
10	VALIDITY OF THE OFFERS: The offers will have to be kept valid for a period of **120 days** from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.
11	RAILWAY RECEIPT (R.R.) / TRUCK RECEIPT (T.R.): All goods should be dispatched freight paid and the R.R. /T.R should be forwarded directly to the consignee by registered letter and not through any Bank or GSECL Office of Vadodara. It should be immediately intimated on dispatch of the stores, as otherwise demurrage charges if any paid by the consignee will be deducted from supplier's bill. It is essential that packing notes and prices invoices should be furnished to the consignees in respect of every consignment with a copy to this office. A clear R.R. /T.R. should be obtained from the Railway authorities / Transport Authorities without any ambiguity, otherwise the supplier will be held responsible for any damages / shortage claim rejected by the Authorities for want of a clear R.R. /T.R. Materials may be dispatched by any convenient mode of transport and up to GSECL stores i.e. F.O.R. Destination.
12	PACKING AND FORWARDING CHARGES: The prices shall be inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand rough handling and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.
13	TRANSIT INSURANCE: All the materials will be required to be supplied up to Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover 30 days after the date of receipt of materials at site in order to enable GSECL to check up stores fully. The suppliers will be responsible for free replacement of such stores components as may be reported by the consignee which have been received short, damaged or broken within 30 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.
14	ACCEPTANCE OF STORES: All or any stores and materials to be supplied at F.O.R. Destination, against this contract will be subject to their acceptance by the consignee or any other Officer deputed by GSECL for this purpose. GSECL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

15 Goods and Service Tax (GST) :

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017and all related ancillary legislations).

You shall have to submit a C.A Certificate& duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to GSECL or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the GSECL, without GSECL making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. GSECL may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, misinterpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the GSECL; such refund shall have to be passed on to the GSECL, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

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

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

INPUT TAX CREDIT BENEFIT
In the event of any statutory increase in the rate of Input Tax Creditand / or due to

	inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to GSECL and you should inform such changes to GSECL from time to time.
16	UNLOADING: Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by GSECL.
17	STATUTORY VARIATION: Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/Cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to GSECL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to GSECL. Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
18	PAYMENT TERMS: Payment shall be made by GSECL, either directly to you or to suppliers Banker for the materials supplied as per GSECL standard payment terms and conditions i.e. 80% FOR Destination price from the date of receipt of material against TRC within 30(Thirty) days on verifying required documents as per A/T conditions, amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of GST pertain to respective bill amount in GST Return for concern Order after due verification and balance 20% of FOR Destination price within 45 (Forty Five) days on receipt of Store Receipt (SR) Note from the consignee. Alternatively, GSECL may make payment through SIDBI, ICICI, Power Finance Corporation, R.E.C. or any other financial institution depending upon facility available at the relevant time. In case of payment through SIDBI, ICICI, 80% and / or 20% of Ex-Works price including 100% of F&I, GST and Cess as applicable, payment shall be made against TRC / RRC and balance 20% payment shall be released against SR note. In case of payment through SIDBI / ICICI necessary, stamp charges and interest charge shall be borne by GSECL. Other charges, if any shall have to be borne by the supplier. Tenderer, while quoting need specifically agree to receive payment under any of the aforesaid alternative at the option of GSECL. You shall invariably instruct your Bankers to accept lesser amount than IBC amount (Bank Advice amount) in case GSECL Cheque amount differs from claimed amount / IBC amount supported with deduction memo. In case of payment through Bank: You shall have to furnish (i) Indemnity Bond for the A/T, (ii) Undertaking (iii) Power of Attorney duly registered with COMPANY for individual Bank and a request letter for discounted bills to issue Cheque in favour of your Bank A/c. M/s._____. (All these three documents should be as per GSECL format only and should be duly NOTARIZED).

	While extending the above facility, GSECL in no case will be responsible for any default in repayment OR interest to the Bank by you. Your Banker should accept the payment released as per the Bill passed and audited. GSECL would normally accept only one mode of payment: viz. Either (1) Direct payment OR (2) Payment through Bank or Financial Institution on the strength of Power of Attorney to be executed by the supplier to that effect. Tenderer, while quoting should specifically state any one mode of payment chosen by them. They should indicate the name of the Bank / Financial Institution to whom the payment is to be made. Also the Indemnity bond is to be furnished by the supplier as per the prescribed format, which may be obtained from GSECL.
19	REPEAT/ADDITIONAL ORDERS: 19.1 GSECL may place repeat Order / additional Order, provided there is no conspicuous downtrend in the price of such item. 19.2 GSECL reserve the right to place repeat orders / additional orders on the successful Tenderers up to 50 % of the original quantity of the A/T at the same Prices, Terms and Conditions stipulated in the original contract within completion of contractual period. If, repeat order is placed in the 06 month of Contractual delivery schedule of main order, commencement period of 06 month should be given for repeat order. The delivery schedule for repeat order should be given considering proportionate delivery schedule of main order and it will be started on completion of contractual delivery schedule of main order. However, in special circumstances the GSECL may place repeat order for 100 % of the original quantity of the A/T with early delivery schedule of material, as mutually agreed upon. 19.3 In special circumstances GUVNL and its subsidiary Companies reserve the right to place repeat order / additional order up to 100% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original Contract as mutually agreed upon. 19.4 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.
20	DELIVERY SCHEDULE OF GSECL: Delivery of materials is desired as under: a) Submission of sample/Drawing. b) Approval of Sample/Drawing. — Within commencing period. No separate commencement period will be given. c) Commencement of supply after ----->→ d) Qty. to be supplied. Month wise / Quarter wise supply after Commencement period ---------→ — As per the details Shown in Schedule – "A" of the relevant Tender. Supplier is liable to get the drawings / Sample /proto approved within the Commencement period. Supplier should indicate deviation in delivery period, if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the order. All necessary formalities are to be completed within the

	commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to GSECL will be considered and in such case, no subsequent complaint will be entertained. The delivery Schedule proposed by GSECL is considering the full quantity of the tender. If the finalized quantity is less, then in that case the delivery period best suited as per GSECL requirement will be given on pro-rata basis and also based on the quantity allocations done by GSECL.
21	DELIVERY PERIOD: The Tenderers will have to quote a firm delivery schedule on month / quarter wise basis as specified subject to the force Majeure conditions as accepted by DGS & D. Tenderer should mention their delivery period in Annexure - 5(online format only). Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any other reasons will be subject to levy of penalty. [a] The date of inspection of materials will be reckoned, as the date of dispatch, provided the due quantity of materials are offered for inspection giving 15 days' time to GSECL for arranging the inspection i.e. the firm has to offer the inspection call 15 days prior to the proposed date of inspection. No tentative date, tentative quantity for inspection should be given and if given the same will be ignored and the same will not be treated as call for inspection. In case the material is offered for inspection on the last week of the scheduled period, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract. All the ordered materials should be offered for inspection strictly as per delivery schedules as mentioned in the detailed order, without linking to payments by GSECL. [b] In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by GSECL subject to levy of penalty as perclauseno.24for Penalty for late delivery. In that case the penalty will be levied from the last date of delivery schedule and up to the TRC date. The delivery period will include the time required for pre-dispatch inspection of materials. However, if the material is not kept ready for inspection after intimation of the said quantity then all consequences will be to suppliers account and GSECL will recover the actual expenses of to & fro travelling fares plus Rs.1000/- per day per employee towards reimbursement of other costs. [c]In order to avoid delay in dispatch of the inspected lot materials, if the materials are found OK then written dispatch instruction will be given by GSECL inspector at suppliers works and the date on which these written instructions are issued will be reckoned as date of dispatch instructions and materials are to be dispatched to respective consignees for Gujarat based & out of Gujarat based supplier within 15 days and 21 days respectively OR if written dispatch instructions are not given by GSECL inspector at works, then materials are to be dispatched to respective consignees within 15 days/21 days as case may be from date of DI received, from GSECL. All the inspection results for the inspected materials carried out at the first instance will be binding to the supplier irrespective of passing the tests OR failure. If the supplier re-offers the same materials for re-inspection then it will be solely at GSECL' discretion to

	accept the same or not. If the subsequent testing's are to be carried out, then all the expenses of the inspector and other expenses incurred by GSECL will be to tenderers account. This will be binding on you.
22	SUPPLY OF MATERIALS AT GSECL'S STORES: The Tenderers will have to agree to supply any of the quantities at any of GSECL Stores in Gujarat (i.e. F.O.R Destination only).
23	PENALTY FOR LATE DELIVERY: 23.1 In case of supply, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable on delayed portion subject to maximum 10% plus GST as applicable of the Order Value (End Cost with GST and Cess as applicable)for calculating the delayed portion, date of actual receipt of material at store shall be considered. whereas in case of Civil contracts, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable subject to ceiling of 10% plus GST as applicable of the contract Value (End Cost with GST and Cess as applicable).the ceiling shall be with reference to total contract value with GST and Cess as applicable of the Civil works. For calculating the delayed portion, date of work completion mentioned in work completion certificate shall be considered. whereas in case of Projects, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable subject to ceiling of 10% plus GST as applicable of the Project Value/Part Project value as mentioned in contract (A/T) (End Cost with GST and Cess as applicable)the ceiling shall be with reference to total contract value with GST and Cess as applicable of the project (Supply + Erection + Civil). In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST as applicable, maximum up to 3% plus GST as applicable of the Dispatch Instructions consignment value. For company looking to the nature of products / materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director. 23.2 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the Dispatch Instructions are already issued, the Supplier shall deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST as applicable, maximum up to 3% plus GST as applicable of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill /

	Courier Receipt shall be considered as date of delivery. **23.2.1 <u>General Guide lines.</u>** In order to avoid delay & possible attraction of penalty, 23.2.1.1 The Firm has to offer the Inspection Call 15 days prior to proposed date of inspection and 30 days prior to the due date of Delivery Schedule. 23.2.1.2 If the above condition is fulfilled by firm then any delay in inspection and any delay in issuance of Dispatch Instruction, said delay period will not be considered for penalty purpose. 23.2.1.3 However, the GSECL shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection. 23.2.1.4 The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection. 23.2.2Due consideration will be given for waiver/ levy of penalty(excluding GST already collected and paid to the Govt. treasury thereon) only for the reasons absolutely beyond suppliers' control (e.g. Force Majeure conditions as laid down in the DGS & D) for which documentary evidence will have to be provided. 23.2.3 The GSECL reserves the right to recover any dues from the subsidiary companies of GUVNL including GUVNL.
24	**<u>Penalty on rejected Materials during testing</u>** :- The representative of the GSECL may pick up samples from the lots supplied by the Supplier at the Stores of the GSECL at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the GSECL at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the GSECL as per relevant ISS/BIS/ GSECL's specifications. The test results will be binding on the suppliers and GSECL in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the materials then in that case for whole of the rejected lot, GSECL will deduct maximum up to 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then GSECL may ask for replacement at sole discretion of the GSECL or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price of the rejected lot plus GST as applicable, and all these will be binding on the supplier. Due consideration will be given for waiver / levy of penalty (excluding GST already collected and paid to the Govt. treasury thereon) only for the reasons absolutely beyond suppliers control (e.g. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply only. The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence. No request for waiver / levy of penalty will be entertained / reviewed during the execution of order. "D.G.S & D. FORCE MAJEURE CLAUSE"

	"If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)", then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Managing Director as to whether the deliveries have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Managing Director of the GSECL, which shall be final, all unused undamaged and acceptable materials bought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, bought out component and stores as the supplier may with concurrence of the Purchaser elect to retain".
25	Extension In Contractual Delivery Date: It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, on account of reasons beyond ones control as laid down in the DGS & D Force Major Conditions GSECL may consider extension of delivery period with or without statutory variations and with or without price variation. However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay. Such extension will be subject to the following conditions shown hereunder. (a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, GST and Cess as applicable or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the P.O referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date and (b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said P.O shall be admissible on such of the said stores as are delivered after the original contractual delivery date. (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST and Cess as applicable or on account of any other tax or duty or on any other ground as stipulated in the P.O., which takes place or on after the contractual delivery date of the said P.O.

	(d) Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
26	REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT: In the event of any stores or part thereof being broken or damaged or received short during transit or during the testing and trial at site before commissioning in service the suppliers shall replace the same free of cost. However, GSECL will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.
27	POST TENDER CORRESPONDENCE / ENQUIRIES: Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of GSECL, as otherwise the same would also amount to disqualification of the tender.
28	Tenderer may submit requisite descriptive literature and all other required documents like technical data, literatures, list of testing equipment's, list of equipment's / machinery of manufacturing the tender item/s etc. duly scanned / photo copy as an attachments with e-tender / online submission. Tenderer will be at full liberty to provide information and data about his products.
29	TEST CERTIFICATES: Test Certificate for the stores as per relevant BSS / ISS shall be submitted in Triplicate for our approval prior to dispatch of stores and should be dispatched only after the test certificates are approved. Supplier will be responsible for any expenditure that consignee might incur if the goods stand rejected on this account. Further, GSECL will not be responsible for any delay in payment on this account.
30	TYPE TESTS: All the necessary Type tests will have to be carried out before submission of the tender and to be submitted along with Documents as per clause no.: 8 of this commercial terms and condition. The Type Tests which are more **than 07(Seven) years old** will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e. G.T.P's.) and such tenders will be rejected. All the required type tests on one particular item must have been conducted in the span of one year only. If the type tests for the tendered items are not carried out before the submission of the tender, then it will at GSECL sole discretion to accept them or NOT. However, depending up on GSECL requirement, if the Letter of Acceptance (LOA) is placed subject to submission of type tests, then in such cases all the necessary Type tests will have to be carried out by the firm within 30 (Thirty) days of the issue of LOA or at GSECL discretion, failure to do so the LOA stands cancelled and the detailed purchase order will not be placed and no further correspondences in this matter will be entertained at any cost and will be out rightly ignored.
31	The purchaser (i.e. GSECL) shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by GSECL at its sole discretion at any time before the due date of opening of the tender.
32	Tenderer should furnish a list of orders for similar / higher items executed by them indicating the name of the party and their order reference to whom they have supplied, to

	be furnished in Annexure- 6of e-tender only. Failure to do this will result on suppliers tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.
33	The GSECL does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any.
34	The materials should be offered strictly confirming to ISS / BIS / Tender specifications given in the tender. If the tenderer's desires to quote with any technical deviations they should specifically quote the deviation & the ISS or BIS Nos. in the body of the tender itself under the Annexure-12 of e-tender only. If technical deviations furnished by the Tenderer are not agreeable to GSECL, the offers may be ignored. However it will be solely at GSECL discretion to consider the technical deviations OR not for considering the Tenderer. No correspondences of the Tenderer after opening of the bid will be entertained in this matter.
35	**ADVANCE INTIMATION TO THE CONSIGNEE:** When R.R. is obtained and materials dispatched R.R. No. Wagon No. etc. should be intimated to the consignee in advance, preferably by phone / fax / telegram so that he may arrange to take delivery at the receiving station against indemnity bond, in case R.R. is not received. Also if the unloading requires use of crane, such Advice should also be issued by telegram, to the consignee indicating the weight, size of the package, wagon No. etc. so that he may make arrangements for crane in advance. In case if GSECL has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers. ALL THE SUPPLIERS SHOULD INTIMATE THE CONSIGNEES WELL IN ADVANCE ABOUT THE DELIVERY OF THE MATERIALS AS PER THE "DISPATCH INSTRUCTIONS" GIVEN, SO AS TO FACILITATE FOR UNLOADING OF THE MATERIALS AT SITE.
36	TENDERERS SHOULD UPLOAD THE FOLLOWING DETAILS / DOCUMENTS IN TECHNICAL STAGE OF ONLINE TENDER: Bidders are requested to upload the scanned / photocopy of each of the following documents / details in technical stage of online / e-tender. (1) List of testing equipment's (must have been calibrated up dated) for tender items/s (2) List of machinery installed for manufacturing tender item/s (3) Annual production capacity (with shift in operation) of each item manufactured (4) Self-certified GST Registration no. and date and issuing authority of the location wherefrom supplier intends to supply the goods / services. (5) Valid factory license (for manufacturer) (6) Registration No. under shops and Estt. Act and issuing authority (if applicable) (7) Audited Accounts and financial turnover of last three years of the firm (8) Performance reports, if any

	(9) Consent letter from their principals to manufacture such items whenever applicable (10) Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC (11) Copy of order/s of tender item/s of Subsidiary Company of GUVNL executed in last three years (12) Copy of order/s of tender item/s of Subsidiary Company of GUVNL and other COMPANY/ SEB of Outside Gujarat, under execution
37	Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.
38	Tenderers should indicate the name of their Partners / Proprietor / Directors of their manufacturing firm and updated Address / Telephone, e-mail ID, Fax Numbers (Office & Residential) etc., along with the name of authorized signatory in the Annexure – 3 of online / e-tender invariably. Bidder are informed that only their employee authorized in writing will only be allowed as their "Authorized Representative" for all purpose to deal with GSECL in respect of this tender.
39	Please give suitable declarations in e-tendering / online format that "I / We declare that we are manufacturer for all the tendered items". (Please refer Annexure-15 of online form)
40	GUARANTEE: If the goods, stores and equipment's found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 / 24 / 36 / 48 / 60 /66 months of their receipt at site or 12 / 18 / 24 / 36 / 48 / 60 months from the date of commissioning of equipment's whichever is earlier. You will be responsible for the proper performance of the equipment's / materials for the respective guarantee period. Suppliers have to replace/repair failed Dist. transformers unit within 45 days and Other items within 30 days, failing to which GSECL may initiate punitive actions.
41	PERFORMANCE BANK GUARANTEE (PBG) TOWARDS WARRANTY / GUARANTEE: Performance Guarantee shall be paid by the successful bidders irrespective of whether they are SSI Unit or exempted by NSIC. 41.1 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 GSECL'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. 41.2 The Performance Bank Guarantee to cover Guarantee / Warrantee period is required to be submitted before the date of completion of last supply and should be valid till the completion of Guarantee Period to be reckoned from the date of last supply. 41.3 Performance Guarantee shall be considered as per Tender terms. The tabular format for performance guarantee towards warrantee is given as under.(applicable as per tender technical bid)

Category of the Unit	Security Cum PBG Deposit	
	Purchase up to Rs. 5 Lakh	Purchase of more than Rs. 5 Lakh
Enterprises or Organizations which are exempted from paying EMD as per GoG Procurement Policy*	Exempted	3% of order value
For all other enterprises	5% of order value	5% of order value

41.4 The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Performance Bank Guarantee as under on submission of attested copies of their SSI (SSI/ MSME Part-II/Udhyog aadhaar memorandum) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators. .(Applicable as per NIT)

41.5 The Supplier / Contractor can submit only one Bank Guarantee considering the Performance Guarantee requirement.

41.6 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.

No relaxation shall be given to the bidders having only one registration numbers from Government of Gujarat but no subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender. No exemption as well as relaxation shall be given to outside Gujarat based parties.

The Performance Guarantee to cover warranty/guarantee for the tendered items wherever applicable as above shall be furnished in the form of D.D./Cash and by Bank Guarantee, by the successful Tenderer for satisfactory performance of the materials, which should be valid for 12 months from the date of commissioning OR 18 months or as specified from the last date of delivery of supply whichever is earlier. The PG submitted should be for the full period i.e.18/24/36/48/60 Months OR whatever applicable as per Technical Specifications as per 41.2 of this clause and should have a clear one time validity for the full period. PG for an interim period will not be allowed.

However, in case of expiry of PG before the said period the same should be got extended / renewed till the completion of said period by the Tenderer at least one month before the expiry of the validity failing which GSECL will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.

"NO STAGEWISE BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE."

CORPORATE GUARANTEES ARE NOT ALLOWED.

42 APPROVAL:
The goods shall be subject to the approval of the concerned consignee after receipt of the stores at site.

43 GSECL would prefer the offers from manufacturers directly. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This

	should be strictly adhered. The Tenderer should ensure that minimum production, manufacturing and routine testing facility required for manufacturing of the tendered products as per IS standard is available in-house. If the same is available elsewhere, then GSECL reserves right to reject the offer out rightly. GSECL reserves the right to inspect, suppliers factory at any time during the currency of the contract in case order is placed on supplier and also to inspect each manufactured lot before testing / packing / dispatch.
44	OTHER CONDITION OF SUPPLY: GSECL General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of COMPANY general conditions of contract for the supply of plant equipment and materials except the conditions modified in this commercial terms and conditions and any ignorance of these conditions will not exempt supplier from their liability to abide by the same. Copies are available from GSECL Office.
45	Relationship with employee:- Every bidder should, at the time of submission of bid, give a declaration as under. "If in any Bidder Company/ firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/ her relative as defined in Section 2(77) of the Company's Act. 2013 is 10 percentage or more, the tendering Company will not deal with such Company/ Firm at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering Company."
46	The materials offered for inspection shall be in duly packed condition ready for putting the embossing of the seal by the inspector on the lead seal which is provided on the packing by the supplier by passing a sealed wire through it, as per our approved method. The Inspector will inspect only a few packages and select samples at random for testing or testing's as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.
47	AUDIT INSPECTION: From the lots inspected by the User Department Inspector, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's of GSECL or other stores of GSECL at random for quality check only. The samples picked up will be tested for acceptance test / type test or as decided by GSECL at Government approved laboratory in presence of representatives of supplier and GSECL as per relevant ISS/BIS/ GSECL specifications. The test results will be binding on the suppliers and GSECL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, GSECL will deduct maximum up to 30% (Thirty) of the End Cost Price plus GST as applicable. If the same are not utilized / consumed, then GSECL may ask for replacement at sole discretion of GSECL or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price plus GST as applicable, and all these will be binding on the supplier.

	In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by GSECL for testing and if subsequent testing are to be carried out (which will solely at GSECL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by GSECL plus GSTas applicable will be to supplier's account. The decision in this regard for acceptance as above of GSECL shall be final and this will be binding on the supplier. Please refer audit inspection clause of technical specification of tender for applicability of penalty in case of distribution transformer.
48	**INSPECTION:** All supplies are to be offered to the inspection and approval of GSECL. GSECL will depute an officer or authorize D G S & D, OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of GSECL. At least 30 days' notice should be given prior to the dispatch of the stores in case of plants and equipment's and 15 days' notice in case of general stores, in order to enable GSECL to detail on inspection. GSECL also reserves the right to waive the inspection before dispatch and authorize the consignee to carry out the final inspection on receipt of the stores at site.
49	**TERMINATION OF CONTRACT:** In case, the supplier fails to deliver the stores / materials / equipment's or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, GSECL shall exercise its discretionary power either: [a] To recover, from the supplier as agreed, by way of penalty clause above, and/or [b] To purchase elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery and/or [c] To cancel the contract. In the event of the risk purchase of stores of similar description, the opinion of GSECL shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to pay for any loss and applicable GST/Cess which GSECL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default. The decision of GSECL shall be final as regards the acceptability of stores supplied by the supplier and GSECL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.
50	**DISPUTE RESOLUTION MECHANISM:** (1) Amicable settlement Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the

	written request of either Party be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request. (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_, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) high court of Gujarat at Ahmadabad ("the Centre" for short), currently functioning in the High Court Complex, sola, Ahmadabad 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, Ahmadabad, High Court Complex, Sola, Ahmadabad, Gujarat, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the proceedings award shall be conducted in English. The arbitration award shall be final and binding on parties.
51	Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.
52	SUBMISSION OF OFFERS: The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case firm have to pay/ submit separate tender fee, E.M.D., vendor registration etc. for all works / factory and if separate tender fee, E.M.D., vendor registration etc. not paid / submitted, GSECL reserves the right to consider the offer/s against which the tender fee, E.M.D., vendor registration etc. are paid / submitted. If all above are submitted in such case GSECL will consider only one lowest offer for allocation of quantity if decided. Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by GSECL.
53	**Participation by Foreign Manufacturers (other than propriety items) in:-** 53.1.1 The Vendor Registration shall be given to Original Equipment Manufacturer (OEM) only. The Traders / Dealers / Agent shall not be considered for the above registration. 53.1.2 The OEM Vendor while registration shall have to declare the Country of Origin i.e. the place where the OEM's Manufacturing Units exist. 53.1.3 OEM is required to pay Vendor Registration Fees as applicable at the time of registration. 53.1.4 At the time of participation in the Tender, the OEM is required to pay Tender Fees and EMD as applicable for the Tender. 53.1.5 On award of the Contract to such OEM, they shall have to submit Performance

Guarantee for successful execution of supply as specified in Letter of Acceptance and for satisfactory performance of the equipment supplied as specified in the Order either in form of remittance or through a Bank guarantee. In case of Bank guarantee issued by Bank situated outside India, the same shall be confirmed by its correspondent Bank in India.

53.1.6 The Foreign OEM must submit all the required documents in English language. In case, if any documents are in any other language than English, the same must be translated in English and should be duly Notarized. The OEM shall be fully responsible for any mistake / misrepresentation or any kind of discrepancy in the same.

53.1.7 Foreign OEMs to confirm for design, manufacturing & testing of equipment as per relevant IS / IEC / ANSI / any International Standards with latest amendments.

53.1.8 OEM shall confirm for free replacement / repair within the Guarantee / Warrantee period of equipment. OEM shall also confirm for services and spares at reasonable rates for Ten Years after Guarantee Period.

53.1.9 All Acceptance Tests shall be carried out in presence of GSECL Engineer / Representative at OEM's Works without any extra cost to GSECL. However if required, the Acceptance Test shall be carried out in any NABL approved Laboratory in India for which the cost will be borne by the Firm.

53.1.10 In case the Tender is invited on FOR destination basis, then OEM may avail service related to Customs Clearance, Shipping / Air Freight, Local Transportation, Unloading, and verification through Indian Sole Agency / Firm / Distributor / Representative.

53.1.11 For dispute, if any, the Indian Judicial as defined in the Tender by the GSECL shall be binding on Foreign OEM.

53.1.12 Foreign OEM to abide & act as per the Indian Govt. Rules & Regulation in To-to. Foreign OEM should obtain GST Registration No. and quote all relevant elements of price bid including GST.

53.1.13 Bid Currency: - Indian Rupees only.

53.1.14 Any statutory variation in Taxes / Duties including GST and cess as applicable in India during contractual delivery schedule shall be payable / receivable as mentioned in clause no. 18.

53.1.15 Normally e-procurement is done through M/s (n) Code Solutions only and if Foreign Bidder wishes to participate directly then they have to request Purchaser for allotment of Digital Key for e-procurement within Fifteen Days from the date of NIT. On request of Foreign Bidder, the Purchaser may forward the request to the Authority issuing e-procurement Key for providing Key to OEM. The necessary charges shall have to be paid by the Bidder directly to (n) Code Solution.

Note: It is to be noted by the Foreign OEM / Bidder that minimum Five Days are required for allotment of e-procurement Key on receipt of payment.

53.1.16 The Contract document shall be signed by the Bidding Company's Representative, who shall be duly authorized by the Board of Directors of the Bidding Company. The bidding document shall contain the Board Resolution in

this regards. The bidding documents shall also contain the Specimen Signature of the Authorized Representative duly attested by the CEO / COO / CFO of the Company.

53.2 Tender participation by an Indian Agent / Associate quoting on behalf of the Principal / Manufacturer abroad on FOR destination basis:-

53.2.1 It is preferred that the Manufacturer is expected to quote rates directly in response to Tender. In case, if it is not possible and the Bid is being submitted through their Indian Agent / Associate, the OEM shall authorize such Indian Agent / Associate for the entire tenure of the Contract i.e. Sixty days after the completion of Warranty / Guarantee period.

53.2.2 Bidder shall submit the confirmation from OEM for free replacement / repair within the Guarantee / Warrantee period of equipment. OEM shall also confirm for services and spares at reasonable rates for Ten Years after Guarantee Period.

53.2.3 The Indian Agent / Associate shall submit Bid on their own Letter Head along with letter (in original) issued from the OEM clearly mentioning that they are bound by the Terms and Conditions of Bid submitted by the Indian Agent / Associate on their behalf and Vendor Registration Letter issued by subsidiary Companies of the GUVNL in the name of OEM.

53.2.4 In a Tender, either the Indian Agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same Tender.

53.2.5 If an Agent submits Bid on behalf of the Principal / OEM, the same Agent shall not submit a Bid on behalf of another Principal / OEM in the same Tender for the same item / product.

53.2.6 Bid currency: - Indian Rupees only.

53.2.7 Any statutory variation in Taxes / Duties in India including GST and cess as applicable during Contractual Delivery Schedule shall be payable / receivable as mentioned in clause no. 18.

53.2.8 Indian Agent / Associate have to pay EMD, Tender Fees, PBG as per Tender Condition.

53.2.9 The Indian Agent and OEM both are responsible for successful execution of the Contract.

53.2.10 Foreign OEM should also confirm that they are having all the testing facilities as required for testing of the equipment as per relevant IS / TEC / ANSI with their latest amendments.

53.2.11 Foreign OEMs have to confirm for design, manufacturing & testing of equipment as per relevant IS / IEC / ANSI with latest amendments.

53.2.12 Agency quoting for the equipment, OEM should give commitments for full technical / financial back up / after sales support including spares and confirm that the products are as per Technical Specification & type tested as per IEC / IS / Specification from accredited Laboratory.

53.2.13 For bidding purpose, the OEM shall permit only one Indian Agent / Associate to participate in the Bid, as its Sole Agency.

53.2.14 All Acceptance Tests shall be carried out in presence of GSECL's Engineer /

	Representative at OEM's Works without any extra cost to the GSECL. However if required, the Acceptance Test shall be carried out in any NABL approved Laboratory in India for which the cost will be borne by the Company. 53.2.15 For dispute, if any, the Indian Judicial as defined in the Tender by the GSECL shall be binding on Foreign OEM. 53.2.16 Over and above following documents shall be submitted: 53.2.16.1 Attested photo copies of all Agreements with the Principal including Supplementary Agreement covering appointment as Authorized Representative / Agent & terms relating thereto. 53.2.16.2 The nature of services to be rewarded by an Authorized Representative / Agent & the Commission payable to him shall unambiguously reflect in the Contract. 53.2.16.3 PAN No. Disclose Name & Address of Bankers within & outside Country 53.2.16.4 Income Tax No. of Foreign Supplier. 53.2.16.5 Balance Sheet of last 3 years to be submitted. 53.2.16.6 Previous professional background & suitable details regarding the nature of the business undertaken by the Agent.
54	Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by GSECL Representative prior to dispatch of materials for GSECL approval.
55	COMPANY reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons. Also in case GSECL finds that there is an attempt of cartel in the prices, GSECL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.
56	GSECL reserves the right to increase or decrease the quantity against each item/s while placing the order.
57	QUANTITY TOLERANCE: (When the Order placed is in terms of Weight basis / Length basis) The quantity tolerance shall be allowed ±3% order-wise for total order quantity for each item or mentioned in tender. The weighment recorded at our consignee shall be considered final for purpose of payment. However where the weighbridge facility are not available and / or weigh bridge is out of order or under capacity, material will be accepted on sectional weight basis / weight recorded at any other nearby weighbridge. If the materials are accepted on sectional weight basis and for weighment difference, the tolerance will be allowed as per provisions of IS: 1852 for weight tolerance.
58	The tenderers should invariably write the Tender no., Due date of opening of tender, name and address of the Company / bidder, on sealed covers of EMD Cover Documents, otherwise the tender covers without these details will not be opened which may please be noted.
59	The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) in online format of tender only.

60	All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by COMPANY, are to be borne by you as per the Govt. Of India's latest guidelines.
61	Tenderer should invariably fill up all the details of all the Annexure of online /e-tendering including the prices in the Price Bid format. This is mandatory.
62	EMBOSSING OR ENGRAVING: The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of COMPANY" along with the purchase order number on the items such as Insulators, Hardware accessories, Lighting Arrestors, Transformers, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, M.S. Beams and other items as required by COMPANY. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.
63	If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if GSECL suffers any financial loss due to this, then GSECL will be at liberty to adjust the amount plus GST as applicable from other orders of the same firm or by encashing the Bank Guarantee.
64	**MINIMUM TENDERING QUANTITY:** Minimum Tender Quantity to be Offered / Quoted:- 67.1The Bidder, who submits their Bid for a minimum quantity, as specified below for which the firm participated, shall only be considered for price evaluation for particular item.

Sr. No.	Tender Value	Minimum quantity to be offered by	
		For MSME bidders	For other bidders
1	Up to 1 Cr.	100%	100%
2	Above 1 Cr up to 5Cr.	50%	50%
3	Above 5 Cr up to 10Cr.	25%	40%
4	Above 10 Cr up to 20Cr.	20%	25%
5	Above 20 Cr up to 35Cr.	15%	25%
6	Above 35 Cr. Up to 50 Crs.	10%	25%
7	Above 50 Cr. Up to 100 Crs.	05%	15%
8	Above 100 Crs.	2.5%	10%

GSECL shall not consider the Bid of any firm, who quotes for lesser quantity than the minimum quantity mentioned in the Tender document.
For item wise minimum tendering quantity please refer Schedule-A of tender.

65	Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.34 of this tender document), then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.
66	All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.
67	The firm whose supply against the previous order is pending as on the date of opening of the tender even after completion of their contractual delivery period, such firm will not be eligible for evaluation purpose unless convincing and sufficient reasons satisfactory to

	COMPANY are furnished by the bidder.
68	PURCHASE AGREEMENT: The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee. The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between CE /ACE & the authorized representative of successful bidder as mentioned hereunder. Agreement:- 68.1 On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the GSECL and the successful Bidder. 68.1.1 An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of GSECL& 68.1.2 From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under : 68.1.2.1 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; 68.1.2.2 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 firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; & 68.1.2.3 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. **Upon submission of security deposit and signing of Agreement, GSECL shall issue a detailed A/T /order incorporating various terms and conditions**.
69	In case due to any technical snag at bidders end or at service providers for e-tendering, the bidder could not submit their on line tender in prescribed time limit, GSECL is not held responsible for the same and in that case GSECL will not entertained any request / representation
70	Cartel:- If, the GSECL 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 GSECL, 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.

(ON STAMP PAPER OF RS.300/-)

FORM OF BANKER'S UNDERTAKING

[Bank Guarantee (BG) towards SD/execution/supply period as per Commercial Terms and Conditions of Tender]

We, _____ (Name of 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. _____ date: _____ 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 Guarantee (PBG) towards execution/supply period and Guarantee/warrantee 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 reasons 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. GUVNL or Subsidiaries). 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 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), 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:

Date: Seal and Sign of Bidder

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:

1. *All Nationalized Banks.*
2. *Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank*

Note: *The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.*

(ON STAMP PAPER OF RS.300/-)

FORM OF BANKER'S UNDERTAKING

[Performance Guarantee (PBG) towards Guarantee/warrantee period as per Commercial Terms and Conditions of Tender]

We, _____ (Name of 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. _____ date: _____ 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 Guarantee (PBG) towards execution/supply period and Guarantee/warrantee 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 reasons 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. GUVNL or Subsidiaries). 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 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), 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:

Date: Seal and Sign of Bidder

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:

1. *All Nationalized Banks.*
2. *Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank*

Note: *The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.*

(ON STAMP PAPER OF RS.300/-)

FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards execution/supply period and Guarantee/warrantee period as per Commercial Terms and Conditions of Tender]

We, _____ (Name of 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. _____ date: _____ 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 Guarantee (PBG) towards execution/supply period and Guarantee/warrantee 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 reasons 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. GUVNL or Subsidiaries). 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 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), 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:

1. *All Nationalized Banks.*
2. *Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank*

Note: *The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.*

ANNEXURE – 1
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Subject: Supply of _____

Reference: Tender enquiry No.: GSECL/ /
Due on date: / / 201 .

In connection with the above subject and reference I/ We confirm the following:

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.

2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations as per clause no.34 of this tender document).

3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.34 of this tender document), our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Authorised Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

ANNEXURE – 2
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

I / WE, confirm that following documents are filled in / submitted in the online / e-tendering format of the technical bid.

Sr. No	Details	Confirmation (Tick √ any one)
1	Firm's details as per "Annexure –3"	YES / NO
2	Copy of the un-priced schedule i.e. "Annexure – 4". (Description and quantity of items offered in price schedule without price)	YES / NO
3	Delivery schedule as per "Annexure- 5"	YES / NO
4	Past experience details as per "Annexure-6"	YES / NO
5	List of Performance certificates as per "Annexure-7"	YES / NO
6	List of Type test reports as per "Annexure-8"	YES / NO
7	Certificate –A	YES / NO
8	Confirmation of GSECL technical specification	YES / NO
9	Guaranteed Technical Particulars submitted in Company Performa only.	YES / NO
10	ANNEXURE - 10	YES / NO
11	ANNEXURE - 11	YES / NO
12	ANNEXURE - 12	YES / NO
13	ANNEXURE - 13	YES / NO
14	ANNEXURE - 14:Undertaking in regard to Stop Deal / Black List thereof	YES / NO
15	ANNEXURE–15:Declaration as manufacturer of tender Item/s	YES / NO
16	Important Instruction	YES / NO

ANNEXURE – 3

DETAILS OF THE FIRM

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

These details are necessary to create the database of suppliers

Supplier Name			
Works/factory at			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Authorized dealer/distributor/Trader/Agent	
Vendor Registration Letter No. & Date			
Vendor Registration Fee for New Entrants/Re-registration		Not applicable/Paid / Not Paid	
Vendor Registration /Re-registration fee paid Date			
Vendor Registration Validity Period		From Date_____ to Date_____	
VAT / TIN No. and VAT / TIN Date, if applicable			
GST Registration No. and GST Date			
MSEs / SSI Certificate /EM No. and Date			
NSIC/DGS&D/CSPO Certificate No. (Should be revalidated since last 3 yrs.)@			
NSIC/ DGS&D/CSPO Certificate Date. @			
Whether under NSIC/ DGS&D/CSPO scheme. If Yes then Monetary limit. @		Rs.	
Custom No. and Date (If applicable)			
ISO Certification Details			
Name of ISO Certification Agency			
Validity Period of ISO Certification		From Date_____ to Date_____	
Address of	Registered Office	Factory / Works	Authorized Representative (As per cond. no.:40 above)
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone Nos.(Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			
Specimen signature			

Date: Seal and Sign of Bidder

ANNEXURE – 3 (Continued)

DETAILS OF PARTNERS / DIRECTORS OF FIRM / COMPANY				
Sr. No.:	Name of Partners / Directors DIN no. as applicable	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
Name of Authorized Signatory:				

@ Applicable for Gujarat based (Works in Gujarat) bidders only.

Date: Seal and Sign of Bidder

ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Sr. No.	Details of the Items / Equipments Offered	Quantity Offered	Firm's Per Annum Production Capacity for the offered item / items @

@ No. of shift per day in operation at factory/works considered for working out annual production capacity may be mentioned.

Date: Seal and Sign of Bidder

ANNEXURE - 5
DELIVERY SCHEDULE
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Tenderer should furnish their Delivery Schedule of the tendered items in the following table in online / e-tendering only

Approval of drawing / prototype sample, if applicable is to be completed in commencement period only (as indicated by COMPANY in the tender)

Sr. No.	**Details of the Items / Equipment Offered**	**Tenderer's Commencement Period as per tender**	**Tenderer's Delivery Schedule after Commencement period.**

Note:

The bid will be rejected if offered delivery is more than the requirement of tender, without going in to further correspondence with bidder.

Delivery Period Start from the date of issue of L.O.I

ANNEXURE- 6

DETAILS OF THE EXPERIENCE FOR SUPPLY OF TENDER ITEM /SIMILAR TYPE OF TENDER ITEM IN LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	Name of ITEMS	ORDER QUANTITY	ORDER FULLY EXECUTED YES/NO	STATUS, IF ORDER UNDER EXECUTION	Qty. on hand if order under execution	REMARKS
A	GUVNL (Formerly GEB) MGVCL/UGVCL/DGVCL/PGVCL/GETCO/GSECL **(List of orders to be submitted in online only. Refer clause no. 8)**							
1) 2) 3) 4) 5)								
B	OTHER STATE ELECTRICITY BOARD:							
1) 2) 3) 4) 5)								
C	PRIVATE FIRMS:							
1) 2) 3) 4) 5)								

Date: Seal and Sign of Bidder

ANNEXURE – 7
LIST OF PERFORMANCE CERTIFICATES
(PHOTO COPY/IESOF PERFORMANCE REPORT/S TO BE UPLOADED IN TECHNICAL STAGE OF ONLINE MODE / e-TENDER FORMAT ONLY)

Sr. No.	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items supplied
1	2	3	4

ANNEXURE- 8

LIST OF TYPE TESTS REPORTS

(PHOTO COPY/IES OF TYPE TEST REPORT/S DULY NOTARIZED OF EACH OFFERED ITEM AS PER REQUIREMENT OF TENDER TO BE SUBMITTED IN online only "as per clause no. 8)

Sr. No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item / Equipment	Name of the test Conducted	Results Of the Tests.

ANNEXURE – 9

LIST OF THE TENDER DRAWINGS

(DRAWING OF EACH OF ITEM OFFERED AS PER REQUIREMENT OF TENDER TO BE SUBMITTED IN online only.

Sr. No.	Description / drawing of	Drawing Number	Number of Sheets
1	2	3	4

ANNEXURE – 10

[Filling of all the columns are mandatory]

Please submit this form by fill up all the required details, dully signed & with company's round seal along with price bid cover.

1. PRICES: [FIRM ONLY]:_____(Please Specify YES /NO.).
2. Rates offered FOR (up to WANAKBORI TPS Store):_____(Please Specify YES /NO.)

Pkg. & Forwarding Charges	: Inclusive_____%/Exclusive_____%
Freight Charges	: Inclusive_____%/Exclusive_____%
Insurance Charges	: Inclusive_____%/Exclusive_____%

If mentioned Zero/NA/NIL in above charges than same will be considered as inclusive.

3. GST: [IN PERCENTAGE] :_____ (Please Specify IGST/SGST/CGST or EXEMPTED).
4. **Please quote your GST Registration No.** :_____
5. Please specify place of Manufacturer unit from where materials to be supplied. :_____
6. PENALTY TERMS AGREED as per GSECL Standard: _____ (Please Specify YES/NO.)
7. SECURITY TERMS AGREED as per GSECL Standard:_____ (Please Specify YES/NO.).
8. Performance Bank Guarantee (PBG) TERMS AGREED (Wherever applicable): As Per Technical Bid Documents : _____ (Please Specify YES / NO.)
9. DETAILS OF EMD PAYMENT: (Please Specify NEFT/RTGS/ Valid Certificates for EMD exemption)
10. DELIVERY TERMS AGREED as per tender:_____(Please Specify YES/NO.).
11. VALIDITY OF THE OFFER AGREED: 120 Days from the date of opening of Technical Bid: _____ (Please Specify YES/NO.)
12. PAYMENT TERMS AGREED as per GSECL Standard: _____ (Please Specify YES/NO.)
13. GUARANTEE /WARRANTY as per GSECL Standard: _____ (Please Specify YES/NO.)
14. TEST CERTIFICATE as per tender: _____ (Please Specify YES/NO.)
15. INTERCHANGEABILITY as per tender: _____ (Please Specify YES/NO.)
16. ITEMS OFFERED: _____

Date:
Seal and Sign of Bidder

Note: %age/amount of GST/Cess will be considered as offered in price bid.

ANNEXURE – 11
(SCANNED / PHOTO COPY OF EACH OF FOLLOWING TO BE SUBMITTED IN ONLINE / E - TENDER FORMAT ONLY AS AN ATTACHMENT)

Vendors must furnish the below details /documents along with technical Bid as attachments in e-tender.

(1) List of testing equipment's (must have been calibrated up dated) for offered item/s of tender
(2) List of machinery installed for manufacturing of offered item/s of tender
(3) Annual production capacity (with shift in operation) of each item manufactured
(4) Copy showing GST Registration no. and date and issuing authority
(5) Copy of valid factory license (for manufacturer)
(6) Copy showing Registration No.under shops and Estt. Act and issuing authority (if applicable)
(7) Audited Accounts and financial turnover of last three years of the firm, duly certified by Authorized Charter Accountant
(8) Performance reports, if any
(9) Consent letter from their principals to manufacture such items whenever applicable
(10) Copy of partnership deed / Memorandum of Pvt. or Public limited company's, issued by RoC
(11) Copy of each order of subsidiary company of GUVNL for each item offered which are executed in last five years (list to be submitted in physical form in "EMD Cover Document" also)
(12) Copy of each order of subsidiary company of GUVNL and other COMPANY/ SEB for each item offered, which is under execution. (list to be submitted in online only" as per cl. no. 8)

Note: In case of non-attachment of mandatory document or attachment of wrong document, bid/offer may be rejected at the discretion of COMPANY.

.....

ANNEXURE – 12

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

TECHNICAL& COMMERCIAL DEVIATIONS, IF ANY,TO BE FURNISHED IN THIS ANNEXURE ONLY

[On Company's Letter Head]

Annexure – 13

(Require for Price Justification, if Necessary)

(UNDERTAKING IN REGARD TO QUOTED PRICE)

(All Bidders will have to furnish the following undertaking duly filled in, for all the quoted items/works of the tender along with online Technical Bid)

Ref.: Tender No……. / Gem Bid. No.

We, the undersigned, hereby declare and undertake that we have not accepted or executed any Letter of Acceptance (LOA) or Purchase Order (PO) at a unit ex-works price/any work at rate lower than the rate offered in this tender in any station of GSECL/GUVNL/ & Subsidiaries/ CPSU / SPSU/IPP etc. during the period from six (6) months prior to two (2) months after the bid submission date of this tender.

We also understand that LOA / Purchase Order placed by any station of GSECL/GUVNL Subsidiaries/ CPSU/SPSU/IPP etc. on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender, if it is not within period mentioned above.

I/We accept above undertaking.

Seal of the Firm

Signature of the Tenderer
With Designation

Place:
Date:

ANNEXURE – 14

(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF).

Sub: Undertaking in regard to Stop Deal / Banned for Business dealing / Black List Thereof.

Ref: Tender No.:

I / We _____ authorized signatory of M/S _____ here by certify that M/S _____ and their proprietor / any partner / any directors of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL.

Signature of the Tenderer Seal of the Firm

ANNEXURE-15

(TO BE SUBMITTED IN ONLINE / e-TENDERING FORMAT)

Ref.: Date:

"I / We declare that we are manufacturer for all the tendered items".

Confirm / Not Confirm: _____

Name of Bidder / Manufacturer: _____

Address of the works: _____
_____
_____

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Tender for Supply of_____

Tender No. GSECL/
Due On:

On Firm's Letter Head

CERTIFICATE – "A"

I / We_____ authorised signatory of M/s._____ hereby certify that M/s._____ is not related with other firms who have submitted tenders for the same items under this inquiry / Tender.

Seal of the Firm

Signature of the Tenderer
With Designation

Place:
Date:

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Tender No. GSECL/

Due On:

IMPORTANT INSTRUCTIONS

1. The Tenderer should clearly give certificate along with the Technical Bid:

   "This is to confirm and certify that the offer submitted by me is strictly in accordance with GSECL Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations as per clause no.34 of this tender document) in the offer from GSECL Tender Specification. I undertake to abide by GSECL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per GSECL Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of GSECL, including delivery schedule."

_____
(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate.

3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to GSECL specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then GSECL will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.

4. The conditional tenders will not be accepted.

VENDOR REGISTRATION APPLICATION FORM:

1. a) Name of the Firm

   b) Year of Establishment.

   c) The date of commencement of commercial production.

   d) PAN / TAN No. (Attach certified copy).

   e) GST Registration No. (Attach Certified copy).

2. Address of the Factory / Works from where material will be supplied

   a) Full Address:

   b) Telephone No.

   c) Fax No.

   d) e - mail ID.

3. Address of the Registered Office.

   a) Full Address:

   b) Telephone No.

   c) Fax No.

   d) e-.mail ID.

4. Whether Proprietary or Partnership or Pvt. Ltd., or Public Ltd.(Copy of Income Tax Returns for 3 years in case of Proprietary Firm, Partnership Deed in case of Partnership Firm and Memorandum and Article of Association in case of Company)

5. Name of the Proprietor / Partners / Directors.

6. a) List of items / materials to be registered for supply with rating / description. The relevant IS Number shall be mentioned.

   b) Details of Registration nonrefundable fees of Rs._____ vide Cheque / D.D. No. _____ dated _____ issuing Bank _____. (Attach a copy of Money Receipt issued by the Company)

Date: Seal and Sign of Bidder

7. Whether the Factory is owned by the Firm (documentary evidence of Ownership must be produced). In case Firm does not own factory but utilize the facility for manufacturing / fabrication of equipment's / stores for which Firm has applied on Live & License or other basis, the Firm should furnish valid Legal Agreement that factory of (here indicate the Name of the Firm whose factory is being utilized) has been put at the Firm's disposal at least for Five Years at the time of Registration / Re-registration for the equipment's / stores for which the Firms have applied.
8. Name and Full Address of the Bankers and Account No. along with details of credit facilities sanctioned.
   a) Total investment excluding Loan Capital (Pl. attach Certified True Copy of the last 3 years' Balance Sheets)
   b) Total turnover for last Three Years.
   c) Copies of Income Tax Return for last 3 years.
9. Loan Capital with Bank Limit.
10. Copy of latest Income Tax Clearance Certificate.
11. Product manufactured with complete description.
12. Area of land occupied by the Factory.
13. Built up area of the Factory.
14. No. of Working Shifts in the Factory.
15. Factory License No. (Notarized Copy)
16. SSI and NSIC/ DGS&D/ CSPO Certificate No.(Notarized Copy)
17. Value of Plant and Machinery certified by SSI in case of SSI Units, along with the date of assessment of said value.
18. If registered under the Companies' Act or any other Act, give Registration No. and Date of Registration etc. along with copy of Registration Certificate.
19. Whether the product manufactured carry ISI mark (Please specify YES / NO)
20. Whether registered with other Power Utilities DGS&D, Other Govt. and Semi-Govt. Deptt. and validity thereof. (attach a copy such Registration Certificate)
21. Details of machinery installed with their capacities.
22. Details of testing equipment with their capacities and details of Calibration.

23. a) Qualified personnel working in the Factory / Office, their academic Qualification and Experience

    Particulars Name Qualification Experience

    a) Managerial

    b) Production / Work Staff

    c) Quality Control Staff

    b) Other Personnel working in the Factory and their experience.

    a) Skilled

    b) Unskilled

    c) Other.

24. a) Is testing record maintained and if so, since when

    b) Type Tests as per Standards (This is must for Registration)

25. Method adopted for Quality Control

26. Is the person in charge for Quality Control independent of production control?

27. Distinguished marks or method employed to identify materials, if any.

28. Source of supply of Raw Materials (with address)

29. a) Production Capacity per annum (quantity)

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

30. a) Details of order executed indicating quantity, value, Purchaser's Name, Order No. and Date, Quantity Supplied till actual completion date, (self certified statement to be attached).

    b) Please confirm whether your Firm and/or proprietor/ partner/ director of the firm is not under Stop Deal / banned for business dealing / Blacklisted by any Power Utility or Offices, Submit details. This is must (Affidavit by Director is required)

31. Estimate of stocks of raw material held and the estimated Production on single shift basis from the stock so available.

32. Result of sample testing.

33. List of items holding ISO 9001 Certificate.

34. Remarks.

Signature
Date:
Place:

LIST OF DOCUMENTS TO BE ATTACHED WITH VENDOR REGISTRATION FORMS.

Following Original or Notarized documents in Gujarati, Hindi or in English language, whichever is applicable are to be attached in Triplicate:-

i. Partnership Deed or Memorandum of Article of Association

ii. Audited Balance Sheet of last 3 years

iii. Factory License

iv. Registration Certificate

v. ISI / BIS / International Licenses.

vi. List of Machineries

vii. List of Testing Equipment's

viii. List of Orders executed along with details of highest single value order. Give the name of Purchaser, Order No. & Date of Supplies.

ix. ISO 9001 Certificates

x. PAN No.

xi. GST Registration No.

xii. Latest Telephone and Electricity Bill (Photo Copy)

xiii. Type Test Report as per relevant IS for items to be registered not older than 7 Years.

xiv. Approved Plan of Factory.

xv. If premises are on Lease base / Rental base, registered documents are required.

xvi. Name and Address of all the Partners / Directors.

xvii. The complete details of Partners / Directors involved in other Company.

xviii. Declaration from the prospective Vendors that, none of the Partners or Directors is either a Partner or on the Board of an entity, which is in default to GUVNL or any of its subsidiaries.

ANNEXURE – III

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. 300/-)

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: _____

List of Documents to be attached with Vendor Registration Forms:

Following Original or notarized documents in Gujarati, Hindi or in English language, whichever applicable are to be attached in triplicate

xix. Partnership Deed or Memorandum of Article of Association
xx. Audited Balance Sheet of last 3 years
xxi. Factory License
xxii. Registration Certificate
xxiii. ISI / BIS / International Licenses.
xxiv. List of Machineries
xxv. List of testing equipments
xxvi. List of Orders executed along with details of highest single value order give the name of purchaser, order No. & date of supplies.
xxvii. ISO 9001 Certificates
xxviii. PAN No.
xxix. GST Registration No.
xxx. Telephone and Electricity Bill (Photo Copy)
xxxi. Type test report for each rating/size of items to be registered not older than 5 Years.
xxxii. Approved plan of factory.
xxxiii. If premises are on lease base / rental base, registered documents are required.
xxxiv. Name and address of all the Partners / Directors.
xxxv. The complete details of Partners / Directors involved in other company.
xxxvi. Declaration from the prospective vendors that, none of the partners or Directors is either a partner or on the Board of an entity, which is in default to GUVNL or any of its subsidiaries.

S C H E D U L E – 'B' (Price Bid Format)

TO BE REPLACED WITH FINALISED FORMAT

(TO BE FILLED IN ONLINE / e-TENDER FORMAT ONLY)

***Company Name:*Gujarat State Electricity Corporation Limited**

SCHEDULE B (Price Bid Format)
(TO BE FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Name of the Tenderer :
Tender No.

Sr. No.	*Description of Material/Services with Detail Specification*	*Unit*	*HSN / SAC Code of the Material/Services*	*GST Rate with Cess, if any*	*Tender Quantity*	*Quantity offered by the Tenderer*	*Unit Ex-Works price in Rs.*	*Unit freight, packing and forwarding Charges in Rs.*	*Unit Insurance Charges in Rs.*	*Total Unit FOR Destination cost in Rs.*	*Unit GST with Cess, if any per unit in Rs.*	*Unit Total end cost with GST*	*F.O.R. Cost in Rs.*	*Total End Cost in Rs.*
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11 (8+9+10)*	*12*	*13 (11+12)*	*14 (7x11)*	*15(7x13)*

Remarks:

Tenderer should invariably furnish notarized copy of their valid BIS License (with all enclosures of the BIS License) held by their firm using IS / BIS mark whenever applicable.

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 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 returnable date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Date:

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

Date:

INTEGRITY PACT

OUR ENDEAVOUR

To create an environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society and the nation.

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

Seal & Signature
(GSECL's Authorized Signatory)

Name :
Designation :

Seal & Signature
(Party's Authorized Person)

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

A G R E E M E N T

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 Intent(LOI)****/ 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 Intent (LOI)**/ 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 there from 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.
4.

***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:*

(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)
i i)

***2.** Signed, Sealed and Delivered by:*

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

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

In the presence of Name, Full Address ***&****Signature:*
i)
ii)

""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 BuerauVeritas (India) Pvt. Ltd.
10. Hertz Inspection & Services Pvt. Ltd.
11. IRCLASS System and Solutions Pvt. Ltd.

The following website may be referred for contact details of above TPIAs: http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Any document/documents in support of Technical QR, which is not certified by the Specified Third-Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.

The Bidder shall be responsible to get 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."

Remark:- This Clause is applicable as per Tender Documents
Note:-The Above 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.

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 …….

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,

……

Date: Seal and Sign of Bidder

EMD BANK GUARANTEE FORMAT(Whenever Applicable)

FOR TENDER /ENQ. NO. _____

APPENDIX – I

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs. 300/-)
WHEREAS M/s. _____(Name and Address of the Firm) having their registered Office_____ (Address of the Firm's registered Office) (hereinafter called the Tenderer) wish to participate in the Tender No._____for_____ of (supply / Erection / Supply &Erection / Work) of _____(Name of thematerial / equipment / work) for _____ Gujarat State Electricity Corporation Limited and WHEREAS a Bank Guarantee for(hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD)valid till _____ (mention here date of validity of this Guarantee which will be ***4 (FOUR)****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 EMD) (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 or part thereof by the Tenderer within its validity or non-submission of Security Deposit by the Tenderer within one month from the date of tender or a part thereof has been accepted by the 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 up to and inclusive of_____ (mention here the date of validity of Bank Guarantee)and shall not be terminated 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 here under 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.

"Not withstanding 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. GUVNL or Subsidiaries). 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 by the beneficiary directly".

NOT WITHSTANDING 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