



GSECL

GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Ukai Thermal Power Station, Ukai Dam, Taluka: Songadh, Dist.- Tapi, Gujarat – 394680.

Ph. 91-2624-233215, 233257, e-mail: ukaiceg@gebmail.com; Website: www.gsecl.in

CIN: U40100GJ1993SGC019988. GSTIN: 24AAACG6864F1ZO

Tender invites on (n) Procure portal

For,

**Supply of Schneider make contactors for lifts in
1*500 MW, Unit-6 Ukai TPS.**

Tender No. ET-6276

Administrative Office:

Urjanagar (GSECL) Colony,

At: Ukai, Taluka: Songadh.

Dist.: Tapi, Gujarat, Pin Code - 394680.

Website: www.gsecl.in

E-mail: ukaiceg@gebmail.com

Corporate Office:

VIDHYUT BHAVAN, GSECL,

Race Course, Vadodara,

Gujarat, Pin Code - 390007.

Website: www.gsecl.in



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SECTION-A: INSTRUCTION TO BIDDER (ITB)

No: GSECL/UTPS
P&C/Supply/OT/003.
Rev.: 03
Date: 20.04.2026.

1) TENDER PARTICULAR & IMPORTANT INSTRUCTIONS:

1	Contract means the documents forming tender and the subsequent agreement that may be entered.
2	Supplier means a firm or an individual undertaking this supply or offers the rates for this supply.
3	Pre-Bid Meeting: <i>(if arranged)</i> For clarifications and other aspects regarding this tender the pre pre-bid meeting will arranged by GSECL at Office of Chief Engineer (Generation), Thermal Power station Ukai, Gujarat State Electricity Corporation Ltd, At:Ukai, Taluka: Songadh. Dist.: Tapi, Gujarat-394680. Accordingly bidder shall have to submit the pre-bid points in stipulated time mentioned at NIT. Moreover bidder may visit the site for further technical information if any required. Please note that the pre-bid point submitted by you is under consideration and does not imply any commitment from GSECL to accept the pre-bid point.
4	SUBMISSION OF TENDER: Bidder shall have to submit their Bids through ONLINE on [nProcure] only . No bid documents (except cover for online transition receipt with UTR no. or original Demand draft or Banker's Cheque or Pay order or Bank guarantee for Tender Fee and EMD) will be accepted in offline mode or hard copy. If bid is submitted in physical form, same will not be opened and only online submitted price bid will be considered for evaluation. Further, if the quantity quoted differs in any of the online technical bid forms and in online price bid forms, it is at the sole discretion of competent authority of GSECL to consider the quoted quantity. Technical Bid: “Please note that the notarized/self-attested copies of original required documents should be invariably uploaded in n-procure portal on or before due date and time in pdf format (scanned copy). This is mandatory. No physical documents are required to be submitted except tender fee and EMD payment.” <u>The Technical Bid shall be opened on the due date as mentioned in the tender notice (if possible), in the presence of those tenderers who wish to be present. If the authorized representative is likely to be present, then he must submit the authorization letter of the representing company at the time of the opening of bids and this is compulsory. Only one authorized representative shall be allowed.</u> <u>Please note that the required documents should be invariably submitted along with tender copy in n-procure portal and tender without documents is liable to be ignored.</u>
5	Price Bid: Bidders are requested to submit Price Bid (Schedule-B) online (N-procure portal) only. Scanned copy of price bid is not required to be uploaded and if uploaded with documents, it will not be considered, and only the online submitted Price Bid (filled on nProcure portal) will be considered for evaluation. The time and date for the opening of the Price Bid shall be determined by GSECL and shall be communicated to the tendering firms after technical bids are analysed. The intimation will be sent only to the technically qualified tenderers.

Any technical questions, information, and clarifications that may be required pertaining to this Tender should be referred to The Chief Engineer (Generation), GSECL and their team as under

Chief Engineer (Generation),
Thermal Power station Ukai, Gujarat State Electricity Corporation Ltd,
At: Ukai, Taluka: Ukai. Dist.: Tapi, Gujarat-394680.

The bidders will have to be kept valid their offer for a period of **180 days** from the date of opening of technical bids. However, in the case of finalization of tender likely to be delayed, the tenderer will be asked for extension of offer validity.

6 TENDER FEE:

- a) Tender fee (Non-refundable) should invariably be paid through Cash or online transfer by RTGS/NEFT payable at Ukai, GSECL (as per NIT); otherwise offer shall be ignored out rightly. Payment should be in the name of the “Gujarat State Electricity Corporation Limited payable at Ukai”. Tender fee payment Receipt/reference receipt must be kept in the cover of tender fee; otherwise offer is liable to be rejected.
- b) All the bidders are required to pay Tender fees plus applicable GST as mentioned in the tender documents at the office address specified in the tender documents OR by online (RTGS/NEFT) or Demand Draft.
- c) Eligibility criteria for exemption in tender fee shall remain as per outlined at clause no. 7(h) of ITB.
- d) 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.

7 Earnest Money Deposit:

- (a) **EMD should invariably be paid** either by online (RTGS/NEFT) or Demand Draft or Bank Guarantee or Banker's Cheque or Pay Order from the banks approved by finance department, Gujarat state, in favour of the “Gujarat State Electricity Corporation Limited payable at Ukai TPS”.
- (b) If the EMD amount is more than Rs.3 (three) Lakhs, it should be paid by Bank Guarantee at the office address specified in the tender documents.
- (c) No Interest shall be payable against payment of E.M.D.
- (d) Tenders submitted without Earnest Money Deposit is liable to be rejected without entering in to further correspondence.
- (e) EMD of the unsuccessful Tenderers 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. However, the EMD Amount of technically disqualified bidder will be returned within 15 days from opening of price bids.
- (f) EMD will be forfeited
 - (i) If the tender, which it covers, is withdrawn during the validity of the offer and
 - (ii) The successful bidder fails to furnish the security deposit/SD cum PBG in time.

(g) Bank Guarantee (wherever it is applicable) will be accepted if issued from following banks only as per **GOG GR No. FD / NISM / e-file / 4 / 2025 / 2712 / D.M.O. Date: 01.04.2026 and revised time to time.**

A. Guarantees issued by the following banks will be accepted as EMD/SD/PBG on a permanent basis:

❖ **All Nationalized Banks**

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

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

(h) Eligibility for Exemption of EMD as per GoG Procurement Policy 2024.

(i) Micro & Small Enterprises (MSEs) who participates directly in the tendering process for the product which they are Manufacturers or Service Providers, and holds a valid Udyam Registration for items / service under procurement, are eligible for exemption from payment of Earnest Money Deposit (EMD).

Note: Agencies registered under Udyam in the capacity of Traders, Re-sellers, or similar categories (i.e. other than Manufacturers/Service Providers) are not eligible for EMD exemption.

(ii) Start-ups which participate directly in tendering process for the product which they are manufacturing / service which they are providing and re-cognized by DPIIT under the Start-up India Program and has obtained Udyam registration.

	<p>(iii) 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.</p> <p>(iv) Board/Corporations/PSUs of the Central/State Government for their own manufactured items.</p> <p>(v) 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.</p> <p>(vi) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies through GeM for the Primary Product/Primary Service for which Bid/RA floated on GeM.</p> <p>(vii) In keeping with GeM guidelines, OEM and service providers rendering services directly or by its own and having annual turnover of INR 500 Crore or more.</p> <p>(viii) In keeping with GeM guidelines, Sellers/Service Providers holding BIS license for the Primary Product Category whose credentials are validated through BIS database.</p> <p><i>Note: Security Deposit will be collected from the successful tenderer at the rates mentioned above. This may be recovered by deduction through running bills of the contractors and / or by treating the Earnest Money Deposit (Bid Security) paid at the time of submission of the tender.</i></p>
8	<p>Revision of prices: Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.</p>
9	<p>Price Escalation: No price escalation will be given till the completion of the contractual period. The bidders must quote firm price only, during execution & extended period, without any escalation towards labour, material, fuel etc., till completion of supply under contract unless & until specified in the tender documents. In case, if the bidder does not offer firm prices, his offer shall be rejected.</p>
10	<p>The rates quoted by bidder shall be based on his own knowledge, judgment of the conditions & hazards involved and shall not be based on any representations. No claim on this account shall be admitted by the GSECL.</p>
11	<p>The tender documents shall be legible and free from addition/alteration, over writings or conversions of figures. Corrections unavoidable shall be made by crossing out, initialing, dating and rewriting.</p>
12	<p>The rates quoted shall be firm and valid as per NIT or extension thereof for acceptance from the date of opening of technical bid. After opening of technical bid, bidder shall not be allowed to withdraw their tender. Any such withdrawal during the said period will entitle to forfeiture of the Earnest Money Deposit submitted along with the tender and the GSECL may take further action as per GSECL policy.</p>
13	<p>Conditional offer is liable to be rejected. Withdrawal or insertion of conditions unilaterally after opening of tenders will not be permitted unless it is so desired by GSECL.</p>
14	<p>Chief Engineer,(Gen), Ukai TPS reserves the right to reject any or all tenders without assigning any reasons thereof.</p>
15	<p>Technical Bids received will be opened if possible on the day and time indicated in the tender notice by representing Officer nominated by GSECL as in presence of such of the bidders who wish to be present. Time and date for opening of price bids will be determined by GSECL and intimated to only qualified bidders..</p>
16	<p>The bidders shall submit their offer without any deviations to the technical specifications, Commercial conditions and General Terms and Conditions of the contract</p>

17	Tenders received after the time and date specified in the tender notice will not be accepted. Once the offer is submitted by the bidder before the due date of submission, the bidder shall not be allowed to submit revised / additional / modified offer after due date and time of submission of tender. However, if the date of submission of tender is extended by GSECL, the bidder may submit revised / additional / modified offer before extended due date and time of submission. Bidders shall clearly mention "Revised Offer" on envelope and revised offer shall only be considered.
18	If required, bidder may visit the site with advance confirmation from respective power station before submitting the tender.
19	The bid submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by the Government, the list of Blacklisted contractors announced by GSECL/GUVNL subsidiaries, shall be rejected.
20	Any tender not bearing signature of the bidder & with seal of company on all the documents accompanying the tender is liable to be rejected.
21	The notice inviting tender/clarification/amendments/corrigendum, general instruction to bidders and all other documents of this tender shall be the part of the contract.
22	The information given in this specification is in good faith and meant to serve as a guide to the bidder. It is, therefore, imperative that bidder shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the contract under this enquiry/tender. The submission of a bid by bidder implies that he has fully read the specifications, scope, bid drawing, tender document and All the tender terms and conditions of Contract and has made himself aware of the scope and the specifications. GSECL shall not, therefore, after acceptance of the bid, pay any extra charges for any reason whatsoever.
23	Every page of the bid document/amendments/corrigendum shall be signed and dated in ink by the bidder as a token of having examined the same.
24	<p>ACCEPTANCE / REJECTION OF BID</p> <p>A. GSECL reserves the right to accept or reject any bid in whole or part and/or accept other than the lowest bid without assigning any reasons.</p> <p>B. The bid is liable for rejection prima facie, if it is:</p> <ol style="list-style-type: none"> Not in the prescribed form. Not properly signed by the BIDDER. Not conforming to TENDER specification. Tender fee & EMD cover Received after expiry of the due date and time. Bid submitted without payment of Tender fee & EMD (in case of paid through Demand Draft / Bank Guarantee), Online tender not filled and Hard copy of Tender fee & EMD cover Sent.
25	Any clarification/queries asked by GSECL / GSECL's representative about tender/offer shall have to be furnished by the bidder within stipulated time; otherwise the offer of the firm will be liable to be rejected.
26	Tenders which do not fulfil all or any of the above conditions or incomplete in any respect, are liable to rejection.
27	<ol style="list-style-type: none"> GSECL. reserves the right to accept/reject/Cancel any or all the offers/tenders, extend dates and / or re-advertise tender, and /or modify the process at any stage of the process without assigning any reason thereof. GSECL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the stipulated technical specifications, commercial conditions or the method of bidding in a radical manner are liable to be rejected.
28	<p>Relationship with employee</p> <p>Every bidder should, at the time of submission of bid, give a declaration as under.</p>

	<p>“If in any Bidder Company/ firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/ her relative as defined in Section 2(77) of the Company’s Act. 2013 is 10% or more, the tendering Company will not deal with such Company/ Firm at all.</p> <p>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.”</p>
29	<p>If participating bidder/agency have stake in one or more other agencies/ bidders who are participating in same tender and on account of submission of wrong information/ declaration in the tender / enquiry, than the bidder will be declared as disqualified automatically and EMD & SD will be forfeited. Further, GSECL shall take stern action including Stop dealing with their firms.</p>
30	<p>Tenders shall be evaluated on firm price on End-Cost basis including of GST and various Taxes if any, unless & until specify in tender documents. Accordingly, bidder shall have to fill up taxes and duties in Rupees instead of percentage at online price bid on portal.</p>
31	<p>If the bidder has opted for the composition scheme of GST, the same must be clearly specified with valid declaration and certificate from department. In the event of withdrawal/cessation of the bidder from composition scheme during the tenure of the contract, the rate (i.e. Price) mentioned in the prices bid shall be final and any additional GST will have to be borne by the bidder. In no case additional amount toward GST or otherwise will be paid /reimbursed to bidder.</p>
32	<p>Every bidder should mention separate HSN/SAC Code and rate of GST and cess as applicable, if not specifically mentioned then company will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of tenders.</p>
33	<p>Every bidder shall have to inform their GSTIN NO of the registered place where from the bidder intends to supply the goods/services, meaning thereby the bidder has supply the goods/services from the relevant declared / registered place(s) of supply Only.</p>
34	<p>It should be clearly understood that the GSECL will not reimburse any cost incurred by you for the Preparation of offer, site visit, collection of information, or, if you are selected, for contract or negotiation.</p>
35	<p>Bidders are requested to remain in touch with the web-site for any amendment/ corrigendum or extension of due date etc. At any time prior to the deadline for submission of bids, the GSECL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The amendments will be posted at e-Tender Portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-Tender Portal regarding posting of Amendment, if any.</p>
36	<p>If party has two registrations, out of which one is cancelled than party has to provide the No due certificate from GST Department for the cancelled GST Registration.</p>
37	<p>Conflict of Interest among Bidders/Agents: -</p> <p>A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for quoted item, if:</p> <p>(a) They have proprietor/ partner(s)/ Director(s) in common; or</p>

- (b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (c) They have the same legal representative/agent for purposes of this bid; or
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/ foreign agent on behalf of only one principal.
- (g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- (i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration as per ANNEXURE, that bidder shall not have conflict of interest/related with other bidders for particular quoted item, as above.

38 Stop Dealing/Blacklisting/Banning for business Dealing

As per GSECL policy, A Firm/bidder will be placed in a Stop deal/ banned for business dealing / blacklist, if the Firm/bidder has carried out any of the following mischief/mal practices with GSECL.

- (a) Has submitted fake, false or forged documents / certificates.
- (b) Has revised / withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for.
- (c) Has tampered with the stipulated tendering procedure.
- (d) Has refused to accept Letter of Acceptance / Purchase Order / Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions.
- (e) Has committed breach of contract or has failed to perform a contract or has abandoned the contract.
- (f) Has failed to submit all the necessary tests reports / documents within time schedule / as per Company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.
- (g) Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the Company.
- (h) Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has un-authorisedly disposed of materials / documents / drawings / tools or plants or equipment supplied by the Company.

	<ul style="list-style-type: none"> (i) Has involved in malpractices such as bribery, corruption, fraud, canvassing and Pilferage. (j) Has un-authorisedly obtained official company information or copies of documents, in relation to the Tender/Contract. (k) Has failed to follow the stipulated mode of communication, if specified by the tendering authority / purchaser. (l) Has parted with, leaked or provided confidential / proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company. (m) Any other ground for which in the opinion of the Company makes, it undesirable to deal with the Firm, and. (n) In case the State Government directs the Company to place a firm in stop dealing / banned for business dealing / blacklisting.
39	In the event of any dispute regarding any clause of contract, the decision of the undersigned shall be final and binding on the contractor.
40	Bidder shall have to submit all section of Tender document, Corrigendum, Amendments, annexures, appendices, including of GSECL's Terms and conditions duly signed with seal as a token of acceptance.
41	Conditional offer will not be considered for qualifying however whether to accept or not is sole right and decision of undersigned shall be final and no any further communication in the matter will be entertained.
42	<p>VENDOR MANAGEMENT SYSTEM (VMS) of GSECL</p> <ul style="list-style-type: none"> (a) The bidder shall have to register in VENDOR MANAGEMENT SYSTEM of GSECL for the payment of supplies. Accordingly, provide necessary details for completion of VMS registration process by bidder. (b) For registration in GSECL's VENDOR MANAGEMENT SYSTEM (VMS) https://vms.guvnl.com, vendor shall have to submit details of PAN, GST, official email ID (for receiving OTP), bank details, and any other information as required. (c) After successful registration, the vendor will receive a VMS link, along with a login ID and password, to process invoices. (d) Vendor must upload invoice of supplied material in VMS portal to process payment. (e) The SOPs for New Vendor Registration and Invoice Submission are available at the link above. (f) Upon registration on VMS by bidder, it is facilitate GSECL to tracking payment status online and payment to be process timely. (g) Bidder shall have to furnished GST Certificate, PAN, e-mail ID, Contact Number and Bank details along with bid.

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

Signature of the Tenderer

Date:

Place:

Company's Round Seal



GSECL

GUJARAT STATE ELECTRICITY CORPORATION LIMITED

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Ph. 91-2624-233215, 233257, e-mail: ukaiceg@gebmail.com; Website: www.gsecl.in

CIN: U40100GJ1993SGC019988. GSTIN: 24AAACG6864F1ZO

SECTION B: TECHNICAL SPECIFICATION

OF

**Supply of Schneider make contactors for lifts in 1*500
MW, Unit-6 Ukai TPS.**



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Ukai Thermal Power Station, Ukai Dam, Taluka: Songadh, Dist.- Tapi, Gujarat – 394680.

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Tender for	Supply of Schneider make contactors for lifts in 1*500 MW, Unit-6 Ukai TPS.
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SHEET – I: TECHNICAL SPECIFICATION

Sr. No.	Description of Material	Qty. Required	Unit
1	CONTACTOR RELAY,MAKE-SCHNEIDER,TYPE-CA2KN40M7,AUX CONTACT:-4NO,COIL VOLTAGE:-220VAC	5	Number
2	CONTACTOR RELAY,MAKE-SCHNEIDER,TYPE-CA2KN31M7,AUX CONTACT:-3NO+1NC,COIL VOLTAGE:-220VAC	5	Number
3	POWER CONTACTOR,MAKE-SCHNEIDER,TYPE-LC1D25,AUX CONTACT:-1NO+1NC, COIL VOLTAGE:-220V AC	5	Number
4	POWER CONTACTOR,MAKE-SCHNEIDER,TYPE-LC1D40A,AUX CONTACT:-1NO+1NC, COIL VOLTAGE:-220V AC	5	Number
5	POWER CONTACTOR,MAKE-SCHNEIDER,TYPE-LC1D65A,AUX CONTACT:-1NO+1NC, COIL VOLTAGE:-220V AC	5	Number
6	POWER CONTACTOR,MAKE-SCHNEIDER,TYPE-LC1D80A,AUX CONTACT:-1NO+1NC, COIL VOLTAGE:-220V AC	3	Number
7	POWER CONTACTOR,MAKE-SCHNEIDER, TYPE-LC1E1810,AUXCONTACT:-1NO, COIL VOLTAGE:-220V AC	3	Number
8	ADD ON BLOCK, MAKE-SCHNEIDER, TYPE- LADN22, 2NO+2NC	10	Number
9	ADD ON BLOCK , MAKE-SCHNEIDER, TYPE- LADN31,CONTACT-3NO+1NC	10	Number
10	ADD ON BLOCK, MAKE-SCHNEIDER, TYPE- LAEN11, 1NO+1NC	10	Number
11	AUXILIARY CONTACT BLOCK, MAKE-SCHNEIDER,TYPE-LA1KN22,AUX CONTACT:-2NO+2NC	5	Number
12	AUXILIARY CONTACT BLOCK, MAKE-SCHNEIDER,TYPE-LA1KN04,AUX CONTACT:-4NC	5	Number
13	MCB: C60H, B16,1 POLE,240/415 V A.C,D11475, MAKE ?SCHNEIDER	10	Number
14	MCB:C6,3 POLE,415 V A.C,D12022,IS/IEC 60898-1,CM/L2182951,NEOBREAK NBKRA,MAKESCHNEIDER ELECTRIC	5	Number
15	MCB:C60N-DC,C 20A,2 POLE,IEC60947-2,250 V,ICU-10	15	Number

	KA, MGN22327, SCHNEIDER MAKE		
16	MCB:C60N-DC, C 16A, 2 POLE, IEC60947-2, 250 V, ICU-10 KA, MGN22326, SCHNEIDER MAKE	15	Number
17	MCB:C60N-DC, C 4A, 2 POLE, IEC60947-2, 250 V, ICU-10 KA, MGN22323, SCHNEIDER MAKE	15	Number
18	MCB:C60N-DC, C 25A, 2 POLE, IEC60947-2, 250 V, ICU-10 KA, MGN22328, SCHNEIDER MAKE	15	Number

A. Material specification:

❖ Detail material specifications of existing contactors are given below it :-

- 1) Item Sr.no 1: Contactor Relay: Type-CA2KN40M7, Auxiliary contact-4NO, Coil voltage-220VAC, Make-Schneider.
- 2) Item Sr.no 2: Contactor Relay: Type-CA2KN31M7, Auxiliary contact -3NO+1NC, Coil voltage-220VAC, Make-Schneider.
- 3) Item Sr.no 3: Power Contactor: Type-LC1D25, Auxiliary contact -1NO+1NC, Coil voltage-220V AC, Make-Schneider.
- 4) Item Sr.no 4: Power Contactor: Type -LC1D40A, Auxiliary contact-1NO+1NC, Coil voltage-220V AC, Make-Schneider.
- 5) Item Sr.no 5: Power Contactor: Type -LC1D65A, Auxiliary contact-1NO+1NC, Coil voltage-220V AC, Make-Schneider.
- 6) Item Sr.no 6: Power Contactor: Type -LC1D80A, Auxiliary contact -1NO+1NC, Coil voltage-220V AC, Make-Schneider.
- 7) Item Sr.no 7: Power Contactor: Type-LC1E1810, Auxiliary contact -1NO, Coil voltage -220V AC, Make-Schneider.
- 8) Item Sr.no 8: Add On Block: Type- LADN22, 2NO+2NC, Make-Schneider.
- 9) Item Sr.no 9: Add On Block: Type-LADN31, CONTACT-3NO+1NC, Make-Schneider.
- 10) Item Sr.no 10: Add On Block: Type- LAEN11, 1NO+1NC, Make- Schneider.
- 11) Item Sr.no 11: Auxiliary Contact Block: Type-LA1KN22, Auxiliary contact - 2NO+2NC, Make-Schneider.
- 12) Item Sr.no 12: Auxiliary Contact Block: Type-LA1KN04, Auxiliary contact -4NC, Make-Schneider.
- 13) Item Sr. no 13: MCB: C60H, B16, 1 Pole, 240/415 V A.C, D11475, Make-Schneider.
- 14) Item Sr. no 14: MCB: C6, 3 Pole, 415 V A.C, D12022, IS/IEC 60898-1, CM/L2182951, NEOBREAK NBKRA, Make-Schneider electric.
- 15) Item Sr.no 15: MCB: C60N-DC, C 20A, 2 Pole, IEC60947-2, 250 V, Icu-10 kA, MGN22327, Make- Schneider.
- 16) Item Sr.no 16: MCB: C60N-DC, C 16A, 2 Pole, IEC60947-2, 250 V, Icu-10 kA, MGN22326, Make- Schneider.
- 17) Item Sr.no 17: MCB: C60N-DC, C 4A, 2 Pole, IEC60947-2, 250 V, Icu-10 kA, MGN22323, Make- Schneider.
- 18) Item Sr.no 18: MCB: C60N-DC, C 25A, 2 Pole, IEC60947-2, 250 V, Icu-10 kA, MGN22328, Make- Schneider.

B. Note to Bidder:

- 1) Above spares are of Schneider electric make only and one to one replacement with existing/installed ones and shall not constrain technically as well as module size and mounting. Party has to supply the material exactly identical and

interchangeable spares with the existing installed items. If any problem of fitment will be arises, same should be replaced at free of cost by the party.

- 2) Party have to submit executed order copy in other reputed firm or submit OEM latest price list.
- 3) Party have to submit Interchangeability certificate for their offered items.
- 4) If OEM diverts BID to authorized dealer same is to be intimate to GSECL, TPS Ukai by mail or letter. Authorized dealer has to provide valid authorization certificate with tender inquiry.
- 5) If the offer is from Authorized dealer of OEM and it should be duly endorsed by OEM in the offer or separately endorsed by OEM.



GUJARAT STATE ELECTRICITY CORPORATION LIMITED
Ukai Thermal Power Station, Ukai Dam, Taluka: Songadh, Dist.- Tapi, Gujarat – 394680.
Ph. 91-2624-233215, 233257, e-mail: ukaiceg@gebmail.com; Website: www.gsecl.in
CIN: U40100GJ1993SGC019988. GSTIN: 24AAACG6864F1ZO

SECTION C: PQC (Pre-Qualification Criteria)

1. The bidder should be Manufacturer or OEM or Authorised dealer / distributor or Trader, of the tender items / similar items.
2. The bidder should have executed supply order for the tender items / similar items, within 05 (Five) years, prior to the date of techno-commercial bid opening. The execution should be in Government / Semi-Government organizations, CPSUs, SPSUs, State Electricity Boards, Private Limited Companies, Public Limited Companies, or Independent Power Producers (IPPs). Accordingly, the bidder must submit copies of successfully executed orders as qualifying documents.
 - a. Performance certificate or PBG release letters, if available any, shall be submitted along with the technical bid.
 - b. Supply orders executed by the Principal / OEM will be accepted; however, a valid authorization letter in favor of the bidder, dealer / distributor must be submitted along with the technical bid.
3. If the bidder is Manufacturer or OEM, they shall submit valid proof of the manufacturer, such as a Factory License, Udyam Registration, or Manufacturer Certificate issued by a Government body, along with the technical bid.
4. If the bidder is not Manufacturer or OEM, they shall submit a valid and latest authorization certificate as a dealer/distributor from the Manufacturer/OEM, along with the technical bid.
5. If the bidder is neither Manufacturer or OEM nor an authorized dealer/distributor and is participating as a trader only, they must submit a written undertaking along with the technical bid, confirming that the material to be supplied, as per tender specifications, will be procured from an authorized dealer / distributor / Manufacturer / OEM. Accordingly, valid purchase proof must be provided at the time of material supply. Failure to submit such proof shall render the supplied material liable for rejection.
6. The bidder must submit a valid GST registration certificate along with the technical bid.

Remarks: Nil



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CIN: U40100GJ1993SGC019988. GSTIN: 24AAACG6864F1ZO

SECTION D: Special Terms and Conditions of Tender

For

**Supply of Schneider make contactors for lifts in 1*500
MW, Unit-6 Ukai TPS.**

1. **DELIVERY SCHEDULE:** Delivery period shall be applicable as follows:

- **Sample Approval: N.A.**
- **Bulk Supply: Within 04 Months** from the date of issue of LOI.

2. The evaluation shall be, **item wise lowest-1** offer on firm end cost price (inclusive of all charges, taxes and cess if any). Consequently, the purchase order shall be placed item wise to those bidders who are L-1 bidder for their technically qualified items.

3. **PENALTY FOR LATE DELIVERY:**

Penalty shall be @ 0.5% per week or part on delayed portion subject to maximum 10% of the delayed portion order value (End Cost with GST & Cess as applicable) for calculating the delayed portion, date of actual receipt of material at store shall be considered.

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

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 your control (viz. 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.

4. **PAYMENT TERMS**

80% of F.O.R. Destination Price from the date of receipt of material against TRC within 30 days on verification and acceptance of material and required documents as per A/T Terms and conditions, which would be send to concern Chief Engineer/COA of Power station, 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 pertains to respective bill amount in GST Return for concern Order after due verification and balance 20% of F.O.R. Destination Price within 45 days on receipt of Store Receipt (S.R.) Note from the consignee. Hence you are requested to furnish details as: 1) Account Number 2) Type of Account 3) Bank Name 4) Branch Name and Address 5) Contact No. of Branch 6) IFSC No.[Payment shall be made directly to supplier's Bank Account by GSECL]

Tax Deducted at Source (TDS) at the rate of 0.10% shall be applicable as per Section 393(1)(8)(ii) of the Income Tax Act, 2026 on the sale of goods. Further, Tax Collected at Source (TCS) at the rate of 2.00% shall be applicable under Section 394(1)(4) on the sale of scrap, wherever applicable. Further, any amendments issued by the Government in the GST laws and the Income Tax Act from time to time shall be applicable.

5. **REPEAT ORDER**

GSECL reserves rights for the placement of **repeat order @ 50 %** of the order quantity/value of A/T at the same prices, Terms and Conditions stipulated in the original contract **within 6 (Six) months** of the order.

In special circumstances GSECL reserve the right to place repeat order up to 100% of the original quantity of the A/T at the same prices, Terms and conditions stipulated in the original Contract as mutually agreed upon

6. GUARANTEE:

If goods stores and equipment are found defective due to bad design, material or workmanship, the same should be repaired or replaced by you free of cost, if reported within 18 months of their receipt at site or 12 months from the date of commissioning of the materials, whichever is earlier. You will be responsible for the proper performance of the equipment's/Materials for the respective guarantee period. You will also be responsible for the proper performance of the equipment for 18 months of their receipt at site or 12 months from date of commissioning whichever is earlier.

The successful bidder shall have to give commitment for full technical/after sales support and confirm that the products are as per all technical specifications described in A/T and Schedules.

7. SECURITY DEPOSIT (SD): Security Deposit will be charged as per table below.

Category of the Unit	Security Deposit	
	Tender for Purchase up-to Rs.5 Lakh	Tender for Purchase of more than Rs.5 Lakh
Enterprises Or Organizations Which Are Exempted From Paying Tender Fee & EMD as Per the ITB clause No. 7(h).	Exempted	3% of order end-cost value
For all other enterprises	5% of order end-cost value	5% of order end-cost value

The successful Tenderer's will be required to pay an amount equivalent to 5% of the value of the Order (End Cost) against letter of intent as per GOG guideline as a Security Deposit for satisfactory execution of the contract. Such security deposit will be payable either in form of D.D./Bank Guarantees or accepted by NEFT/RTGS. Bank Guarantees will be acceptable from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time. The Bank Guarantees will be executed on the standard form prescribed by the GSECL.

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. Bank Guarantees for interim period will not be allowed. If by any reasons the supply period is extended then supplier should undertake to renew the Bank Guarantee at least 01 Month before the expiry of the validity failing which GSECL will be at liberty to encash the same.

S.D. should be paid within 07 (Seven) days after receipt of the LOI.

Note:

In the event of non-submission of the Security Deposit as above by the successful tenderer, the same will be collected/ recovered at the rates mentioned above from the successful tenderer through deduction from their running bills and / or by treating the Earnest Money Deposit (Bid Security) paid at the time of tender submission.

8. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE: Security Deposit Cum Performance Bank Guarantee will be charged as per table below.

Category of the Unit	Security Deposit Cum Performance Bank Guarantee	
	Tender for Purchase up to Rs.5 Lakh	Tender for Purchase of more than Rs.5 Lakh
Enterprises Or Organizations Which Are Exempted From Paying Tender Fee & EMD as Per the ITB clause No. 7(h).	Exempted	3% of order end-cost value
For all other enterprises	5% of order end-cost value	5% of order end-cost value

The SD cum PBG must be paid as above on end cost, along with the acceptance of the LOI or Local Order or DI whichever is issued first within 10 days from the date of issue by UTPS. The security deposit is payable by Demand Draft in the name of Gujarat State Electricity Corporation Ltd. Payable at concerned power station or by way of Bank Guarantee from any Nationalized Bank/or bank as latest notification of GoG. "SD should be given in advance along with the acceptance of LOI/DI or order within Ten days from the date of issue of LOI/DI or order issued by UTPS-GSECL, The security Deposit will automatically converted in to Performance Bank Guarantee on completion of supply for order issued, for satisfactory performance of supplied material during guarantee period as mentioned in guarantee clause and tender terms & conditions. You should keep valid this B.G. till completion of Guarantee period. You not need to have submit separate Performance Bank Guarantee.

In case of expiry of PBG before the said period the same should be extended/ renewed till the completion of said period by you 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.

Security deposit cum Performance Bank Guarantee shall have to be submitted on non-judicial Stamp Paper of Rs.300/-. The Bank Guarantee covering execution of the contract (SD cum PBG) will be returned only on successful Execution of contract/order (i.e. successful complete supply and satisfactory performance of material during guarantee period.)

Note:

In the event of non submission of the Security Deposit as above by the successful tenderer, the same will be collected/ recovered at the rates mentioned above from the successful tenderer through deduction from their running bills and / or by treating the Earnest Money Deposit (Bid Security) paid at the time of tender submission.

9. PURCHASE AGREEMENT:

The successful bidder has to execute agreement (in GSECL prescribed format) on non-judicial stamp paper of Rs.300/- duly notarized as per annexure within 10 days after the payment of S.D. /PBG amount. The cost of non judicial stamp and notary charges will be borne by you.

~~The agreement shall be executed between GSECL and the authorized representative of successful bidder as mentioned hereunder.~~

~~GSECL shall issue a detail A.T/Purchase order/work order incorporating various terms and conditions.~~

~~Agreement shall be executed:~~

- ~~1. On approval of the offer of successful Bidder, a Contract Agreement is required to be executed between the GSECL and the successful Bidder.~~
- ~~2. An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of GSECL&~~
- ~~3. From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under :~~
 - ~~3.1 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.~~
 - ~~3.2 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; &~~
 - ~~3.3 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/ PBG and signing of Agreement, GSECL shall issue a detailed A.T/Purchase order/work order incorporating various terms and conditions.~~

10. VERIFICATION OF BID DOCUMENTS (TPI):

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 Annexur-1. All the documents submitted by the bidder in support of the meeting Technical QR only shall be digitally signed by the Specified **Third- Party Inspection Agency (TPIA) or Statutory Auditor of their Company or Practicing CA/CA Firm.**

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

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

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

The following website may be referred for contact details of above TPIAs:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

List of Documents to be certified are as under,

1. Supporting documents in respect of pre-qualification criteria.
2. Past purchase order copy. (other than GSECL)
3. Satisfactory P.O. Completion certificates (other than GSECL)
4. Performance/Experience certificates (other than GSECL)
5. Average annual financial turnover for the last three years.
6. Financial standing through latest I.T.C.C Annual report (balance sheet and Profit & Loss Account) of last 3 years.
7. Certificates/licenses of participating firm in respect of PQC.

Verification for authenticity shall not be applicable in following cases

1. Bidders having proven track record or regular suppliers/Contractors(i.e. OEM / OES / PSUs)
2. If the bidder is submitting past PO copies, executed with GSECL as these documents can be verified internally.

Appendix 1 (TPIA)

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,
Chief Engineer (Gen.)

Thermal Power Station, Ukai

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 document)
2. Doc ref. no. dated (Name of document)
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,

.....



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Ukai Thermal Power Station, Ukai Dam, Taluka: Songadh, Dist.- Tapi, Gujarat – 394680.

Ph. 91-2624-233215, 233257, e-mail: ukaiceg@gebmail.com; Website: www.gsecl.in

CIN: U40100GJ1993SGC019988. GSTIN: 24AAACG6864F1ZO

SECTION E: GENERAL TERMS AND CONDITIONS OF GSECL

GENERAL TERMS AND CONDITIONS OF GSECL

1. 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.

2. EVALUATION:

Tender Shall be called for in two bids:

2.1 Techno-commercial Bid and

2.2 Price Bid.

2.2.1 The price bid of techno-commercially qualified bidders and their technically accepted items only will be opened.

2.2.2 For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.

PRICE EVALUATION:

2.2.3 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.

2.2.4 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.

2.2.5 The evaluation shall be conducted through online (nProcure), based on the item wise lowest-1 offer on firm price end cost (Inclusive of all taxes). Consequently, the purchase order will be placed to those bidders who are L-1 bidder for their technically qualified items. Unless and otherwise specified in the STC for price evaluation.

2.2.6 **Negotiation and Price matching:-**

2.2.6.1 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.

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

3. PURCHASE PREFERENCE AND QUANTITY DISTRIBUTION:

A) Purchase preference for items that are divisible in nature shall be given in order of "Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-

local supplier" as provided under this resolution subject to matching the L-1 price & quantity, where the quoted unit end-cost of other than L-1 bidder is not higher than 20 % of the quoted unit end-cost of L-1 bidder, as the case may be. If difference is higher than 20%, then purchase preference may not be applied.

The purchase preference mechanism is summarized as follows:

- i. If the L1 price is of a Class-I Gujarat MSE, 100% bid quantity shall be awarded to Class-I Gujarat MSE.
- ii. If L1 price is of a Class-I Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 50% of the bid quantity shall be awarded to Class-I Gujarat MSE, and the balance quantity shall be awarded to Class-I Local Supplier.
- iii. If L1 price is of a Class-II Gujarat MSE, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 50% of the bid quantity shall be awarded to Class-I Gujarat MSE, and the balance quantity shall be awarded to the L1 bidder. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'class-I Local supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.
- iv. If L1 price is of a Class-II Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching of the L1 price, then 50% of the bid quantity and the balance quantity may be awarded to the L1 bidder. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the 'Class-II Gujarat MSE' subject to the margin of purchase preference and matching the L1 price and so on. In case none of the Class-II Gujarat MSE within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

In case if the bid quantity is in odd numbers and the quantity to be divided between two bidders then higher quantity will be awarded to L1. (For example, the bid quantity is seven, then it will be divided into four versus three).

Procuring entity shall issue a price matching offer to all eligible bidders fulfilling the local content, in the above order of preference and price matching criteria, and shall provide 3 working days to bidders to submit their written/online offer.

B). Purchase preference for items that are not divisible in nature and in the procurement of goods or services where the bid is evaluated on price alone , the 'Class-I Gujarat MSE, Class-I Local Supplier shall get purchase preference over 'Class-II Gujarat MSE', 'Class-II local supplier', subject to margin of purchase preference and price matching, as per the below order of preference:

In order of “Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II local supplier, Non-local Supplier”

a) The purchase preference mechanism is summarized as follows:

- i. If the L1 price is of a Class-I Gujarat MSE, 100% bid quantity shall be awarded to Class-I Gujarat MSE.
- ii. If L1 price is of a Class-I Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 100% of the bid quantity shall be awarded to Class-I Gujarat MSE. In case none of the Class-I Gujarat MSEs bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.
- iii. If L1 price is of a Class-II Gujarat MSE, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 100% of the bid quantity shall be awarded to Class-I Gujarat MSE. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.
- iv. If L1 price is of a Class-II Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching of the L1 price, then 100% of the bid quantity may be awarded to the Class-I Gujarat MSEs. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid quantity shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the 'Class-II Gujarat MSE' subject to the margin of purchase preference and matches the L1 price and so on. In case none of the Class-II Gujarat MSE within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

C. Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates order of preference (for scenarios listed in Clause 3A) shall be: Class-I Gujarat MSE, Class-I, Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier. Order splitting quantity shall be finalized by the concerned procuring entity before tendering & shall clearly mention in the tender.

D. In case of Bunch Bid, Supplier will get benefits of Clause 3, only if supplier fulfils criteria of local content for all items of Bunch bid. Bunch bid is the grouping of similar products/services in a single bid based on the relevance of the categories of products/services being procured.

E) Purchase Preference for Gujarat-Based MSEs

Purchase preference shall be extended to Gujarat-based MSEs whose goods or services are offered for procurement through their production, manufacturing, or service activities within

Gujarat, and which comply with the prescribed local content requirements.

To qualify for purchase preference, such MSEs must possess:

1. A valid Udyam Registration for the product manufactured or service provided and address should be in Gujarat.
And
2. A valid Central Stores Purchase Organization (CSPO)/ National Small Industries Corporation (NSIC) Registration.

F) Migration period for Reclassification of MSMEs:

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

4. 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 mandatory.

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.

5. 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 /

	<p>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.</p>
6.	<p>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.</p>
7.	<p>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.</p>
8.	<p>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.</p>
9.	<p>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 SGST Act, 2017 and 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</p>

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

10. UNLOADING:

Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by GSECL.

11. 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.

12. 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).

Party must have to deliver the material at the Ukai TPS Main Store. Moreover, materials weighing 5 kg or less may be delivered via courier, post, or any other suitable mode. However, materials weighing more than 5 kg will not be accepted if sent via courier or post.

13. PENALTY ON REJECTED MATERIALS DURING TESTING :

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 outright 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”.

14. 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.

15. 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.

16. 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.

17. 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.

18.	<p>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.</p> <p>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.</p>
19.	<p>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.</p>
20.	<p>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-12of e-tender only.</p> <p>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.</p>
21.	<p>ADVANCE INTIMATION TO THE CONSIGNEE:</p> <p>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.</p> <p>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.</p>
22.	<p>Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.</p>
23.	<p>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.</p>
24.	<p>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)</p>
25.	<p>APPROVAL:</p> <p>The goods shall be subject to the approval of the concerned consignee after receipt of the stores at site.</p>
26.	<p>OTHER CONDITION OF SUPPLY:</p> <p>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.</p>
27.	<p>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.</p>

28.	<p>INSPECTION:</p> <p>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.</p>
29.	<p>TERMINATION OF CONTRACT:</p> <p>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:</p> <p>a) To recover, from the supplier as agreed, by way of penalty clause above, and/or</p> <p>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 cancelling the contract in respect of the consignment not yet due for delivery and/or</p> <p>c) To cancel the contract.</p> <p>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.</p> <p>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.</p> <p>Further, "GSECL reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract.</p>
30.	<p>Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.</p>
31.	<p>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.</p>
32.	<p>COMPANY reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.</p> <p>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.</p>
33.	<p>GSECL reserves the right to increase or decrease the quantity against each item/s while placing the order.</p>
34.	<p>QUANTITY TOLERANCE:</p> <p>(When the Order placed is in terms of Weight basis / Length basis)</p> <p>The quantity tolerance shall be allowed +3% order-wise for total order quantity for each item or mentioned in tender.</p> <p>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.</p>

35.	GSECL shall not consider the Bid of any firm for the items, who quotes for lesser quantity than the required quantity mentioned in schedule-B of the Tender document.
36.	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. (Applicable if Tender value less than 5 Lakh)
37.	The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) in online format of tender only.
38.	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.
39.	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.
40.	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.
41.	All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.
42.	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.
43.	<p>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.</p> <p>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.</p>
44.	JURISDICTION: All questions disputes of differences arising under out of or in connection with the tender contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender/acceptance of tender is issued, is situated.
45.	<p>Dispute Resolution Mechanism</p> <p>(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</p> <p>(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 45, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad ("the Centre for short), currently functioning in the High Court Complex, Sola, Ahmedabad for appointment of arbitrator and thereupon, the Centre</p>

shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. If the parties unanimously agree to appoint three arbitrators, then in that case, each party shall appoint one arbitrator from the panel of arbitrators of the Centre, and the Centre shall appoint the third arbitrator, who will act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties for all disputes arising under or in connection with this agreement. The arbitration shall take place at the Arbitration Centre, Ahmedabad, High Court Complex, Sola, Ahmedabad, Gujarat, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the proceedings shall be conducted in English. The arbitration award shall be final and binding on the parties.

[On Company's Letter Head]

ANNEXURE – 1

Subject: Supply of Schneider make contactors for lifts in 1*500 MW, Unit-6 Ukai TPS.

Reference: Due on Date:

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 of GSECL.
2. I / We, declare that our Technical Bid is strictly in line with the Tender Specifications (except the deviations shown in Annexure-12)

Seal of the Firm

**Signature of the Authorised
Representatives of the firm**

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

[On Company's Letter Head]

ANNEXURE – 2

I / WE, confirm that following documents are filled in format of the Technical Bid:

No	Details	Confirmation (Tick \checkmark 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	Confirmation of GSECL Technical Specification	YES / NO
8	Guaranteed Technical Particulars submitted in Company Performa only.	YES / NO
9	ANNEXURE – 10	YES / NO
10	ANNEXURE – 11	YES / NO
11	ANNEXURE – 12	YES / NO
12	ANNEXURE – 13	YES / NO
13	ANNEXURE – 14: Undertaking in regard to Stop Deal / Black List thereof	YES / NO
14	ANNEXURE – 15: Declaration as manufacturer of tender Item/s	YES / NO
15	ANNEXURE – 16: Certificate "A"	
16	ANNEXURE – 17: Important Instruction	YES / NO
17	ANNEXURE – 18: Declaration in respect of Conflict of Interest	YES / NO

[On Company's Letter Head]

ANNEXURE – 3

DETAILS OF THE FIRM

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	
Types of Enterprise (MSME/NON-MSME)			
GSECL & GUVNL or Its Subsidiary Company's Vendor Registration (If any) Letter No. & Date			
Vendor Registration Validity Period up to			
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 (If any)			
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)			
STD Code.			
Mobile No.			
Web site address			
Email-id			
Specimen signature			

[On Company's Letter Head]

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:				

[On Company's Letter Head]

ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

Sr. No.	Details of the Items / Equipment 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.

[On Company's Letter Head]

ANNEXURE – 5

DELIVERY SCHEDULE

Tenderer should furnish their Delivery Schedule of the tendered items in the following table 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.

[On Company's Letter Head]

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 BID:

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) MGVL/UGVL/DGVL/PGL/GETCO/GSECL							
1)								
2)								
3)								
4)								
5)								
B	OTHER STATE ELECTRICITY BOARD:							
1)								
2)								
3)								
4)								
5)								
C	PRIVATE FIRMS:							
1)								
2)								
3)								
4)								
5)								

[On Company's Letter Head]

ANNEXURE – 7

LIST OF PERFORMANCE CERTIFICATES

**(SCANNED COPY/IES OF PERFORMANCE REPORT/S TO BE UPLOADED
IN BID ONLY)**

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

[On Company's Letter Head]

ANNEXURE – 8

LIST OF TYPE TESTS REPORTS

(SCANNED COPY/IES OF TYPE TEST REPORT/S DULY NOTARIZED OF EACH OFFERED ITEM AS PER REQUIREMENT)

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.

[On Company's Letter Head]

ANNEXURE – 9

LIST OF THE TENDER DRAWINGS

**(DRAWING OF EACH OF ITEM OFFERED AS PER REQUIREMENT OF
TENDER TO BE SUBMITTED on line)**

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

[On Company's Letter Head]

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 UKAI 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. & date:** _____
5. Please specify place of Manufacturer unit from where materials to be supplied. : _____
6. PENALTY TERMS AGREED: _____ (Please Specify YES/NO.)
7. SECURITY TERMS AGREED: _____ (Please Specify YES/NO.).
8. Performance Bank Guarantee (PBG) TERMS AGREED (Wherever applicable): 05 % of Order End Cost: _____ (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: 180 Days from the date of opening of Technical Bid: _____ (Please Specify YES/NO.)
12. PAYMENT TERMS AGREED as per Tender document: _____ (Please Specify YES/NO.)
13. GUARANTEE /WARRANTY (Wherever applicable): _____ (Please Specify YES/NO.)
14. TEST CERTIFICATE (Wherever applicable): _____ (Please Specify YES/NO.)
15. INTERCHANGEABILITY (Wherever applicable): _____ (Please Specify YES/NO.)
16. ITEMS OFFERED: _____

Company's Round Seal

Signature of Tenderer

[On Company's Letter Head]

ANNEXURE – 11

**(SCANNED / PHOTO COPY OF EACH OF FOLLOWING TO BE
SUBMITTED IN BID AS AN ATTACHMENT)**

Vendors must furnish the below details / documents along with Technical Bid as attachments in Bid:

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.

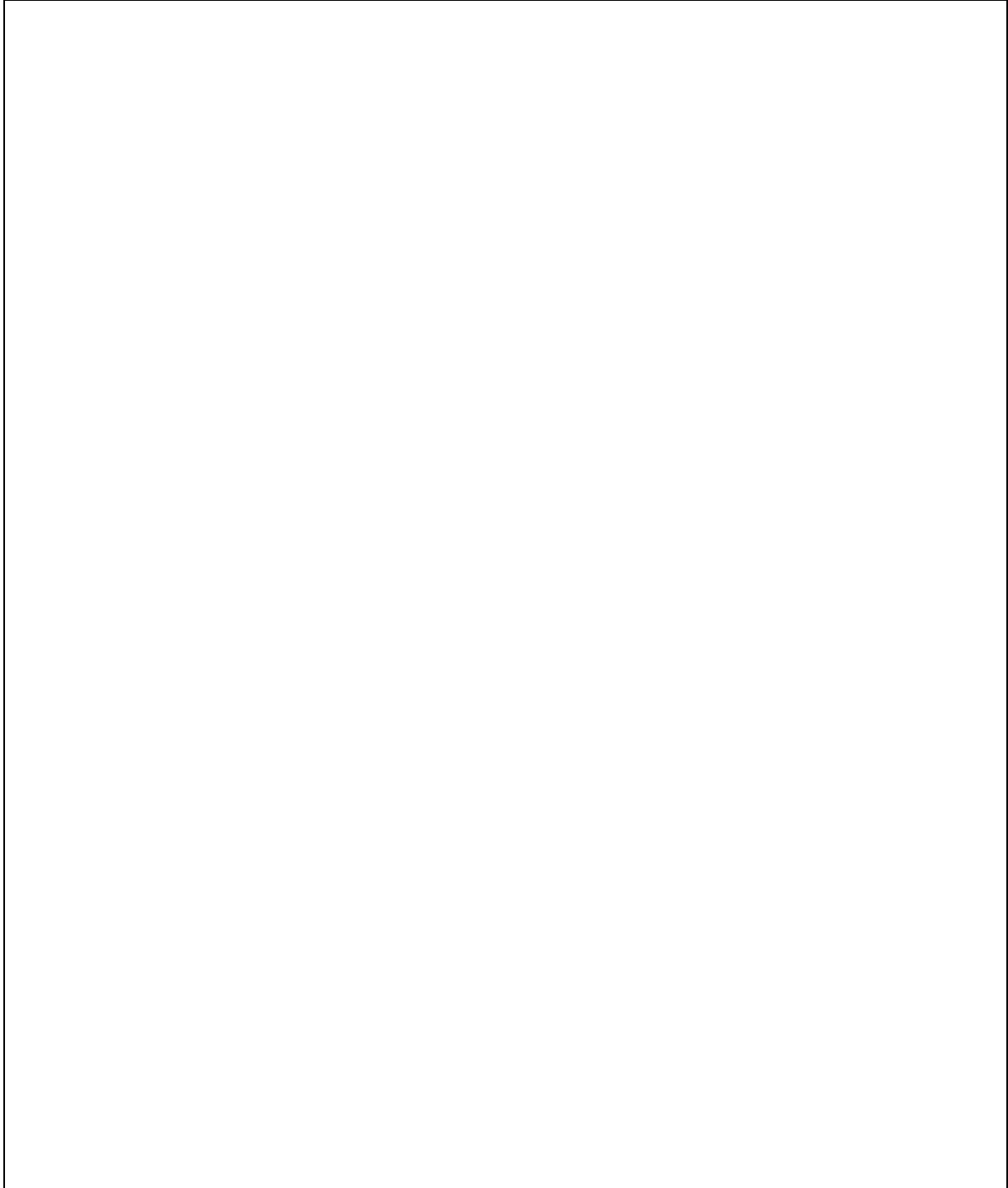
Note: In case of non-attachment of mandatory document or attachment of wrong document, bid/offer shall be rejected.

.....

[On Company's Letter Head]

ANNEXURE – 12

TECHNICAL DEVIATIONS (IF ANY) TO BE FURNISHED IN THIS ANNEXURE
ONLY

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide technical deviations as specified in the text above.

[On Company's Letter Head]

ANNEXURE – 13

(Required for price justification)

(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.:

1. Tender No. ET-6276

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:

[On Company's Letter Head]

ANNEXURE – 14

UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACKLIST THEREOF.

**Sub: Undertaking in regard to Stop Deal / Banned for Business dealing /
Blacklist Thereof.**

Ref:

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 any Govt. organization.

Signature of the Tenderer

Seal of the Firm

[On Company's Letter Head]

ANNEXURE – 15

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:

[On Company's Letter Head]

ANNEXURE – 16

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:

[On Company's Letter Head]

ANNEXURE – 17

Tender No.

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. 12 of this tender Section: D) 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.

[On Company's Letter Head]

ANNEXURE – 18

DECLARATION IN RESPECT OF CONFLICT OF INTEREST

We hereby certify that our firm M/S. _____ do not have any conflict of interest with other bidders for particular quoted item viz. _____.

We hereby declare and confirm that the above information and particulars are true and correct.

For _____

Authorized Signature of Tenderer

Seal of the Firm

Place:

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

- To maintain the highest ethical standards in business and professions.
- Ensure maximum transparency to the satisfaction of stakeholders.
- To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.
- To ensure regular and timely release of payments on due dates for work done.
- To ensure that no improper demand is made by employees or by anyone on our behalf.
- To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and other to enable them to complete the contract in time.
- To provide all information to suppliers / contractors relating to contract / job which facilitate him to complete the contract / job successfully in time.
- To ensure minimum hurdles to vendors / suppliers / contractors in completion of agreement / contract / work order.

PARTY'S COMMITMENT

- Not to bring pressure recommendations from outside GSECL to influence its decision.
- Not to use intimidation, threat, inducement or pressure of any kind on GSECL or any of its employees under any circumstances.
- To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
- To provide goods and/or services timely as per agreed quality and specifications at minimum cost to GSECL.
- To abide by the general discipline to be maintained in our dealings.
- To be true and honest in furnishing information.
- Not to divulge any information, business details available during the course of business relationship to others without the written consent of GSECL.
- Not to enter into carter / syndicate / understanding whether formal / non-formal so as to influence the price.

**CHIEF ENGINEER [GEN]
GSECL, TPS, UKAI.**

Seal & Signature
(GSECL's Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Name :

FORMAT-1

(ON STAMP PAPER OF Rs.300/-)

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO. _____ (Gujarat State Electricity Corporation Ltd.)

Whereas M/s. _____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (Here in after called the 'Tenderer') wish to participate in the tender No. _____ for _____ (Supply/ Erection/ Supply & Erection Work) (Name of the material/ equipment/ Work) For Gujarat State Electricity Corporation Ltd (Hereinafter called the "Beneficiary") and whereas Bank Guarantee for Rs. _____ (Amount of Bank Guarantee towards EMD) valid till _____ (Mention here date of validity of this guarantee which will be 6 (Six) months from the date of submission of Bid of the tender) 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 within 48hours on demand in writing from the Gujarat State Electricity Corporation Ltd or any officer authorized by it In this behalf any amount not exceeding Rs. _____ (Amount of E.M.D.), (Rupees _____ (In words) to the said Gujarat State Electricity Corporation Ltd 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 performance Guarantee towards execution/ supply period by the Tenderer within 15days from the date of issue of letter of acceptance by the Gujarat State Electricity Corporation Ltd would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and en cashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the en cashed 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) and shall not be terminable by notice or by Guarantee) 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 alternations made, given, conceded with or without our knowledge or consent by or between the tenderer and the Gujarat State Electricity Corporation Ltd.

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

NOT WITHSTANDING anything contained hereinbefore our liability under this guarantee is restricted to Rs. _____ (Amt. of EMD) Rupees _____ (In words). Our Guarantees 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 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: as per ITB clause no. 7 (g)

FORMAT-2:

(ON STAMP PAPER OF RS.300/-)

FORM OF BANKER'S UNDERTAKING

[Bank Guarantee towards Security Deposit for execution/supply period as per Commercial Terms and Conditions of Enquiry]

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 Bank Guarantee (BG) towards execution/supply period) (Rupees _____ in words) to the said Gujarat State Electricity Corporation Limited on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

L.O.A/LOI 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: as per ITB clause no. 7 (g)

FORMAT-3 (For Agreement)

(On non-judicial stamp paper of Rs. 300/- duly notarized)

AGREEMENT

THIS AGREEMENT made on **this** _____ **day of** _____

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 of admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the ONE PART

AND

Gujarat State Electricity Corporation Limited, Ukai Thermal Power Station, Ukai Dam, Taluka - Fort Songadh Dist – Tapi, Gujarat – 394680 (Name of the Company) having Registered Office at **Vadodara** and represented by _____ (Name and designation of the Authorized Officer (herein after called “The Purchaser / Purchaser Company” which expression where the context so requires of admits shall include his administrators executors, authorized person assignees and legal representatives) of the OTHER PART.

WHEREAS, The Supplier willingly submitted bids for the **Tender No.** _____ (**Tender ID No.** _____) of the Purchaser company for _____ (Name of the material / items to be supplied by the Supplier) as specified and as per delivery instructions provided in the Acceptance of Tender (AT) Letter of Acceptance (LOA) issued vide No. _____ **dttd:** _____ 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, Erection, Commissioning and Testing** for the total sum of **Rs.** _____ (**Rupees** _____ **Only**) including 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 document 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. _____, **Dt:**_____ As well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No _____, **dtd** _____ which will hold good and valid during the period of this agreement.
- (2) The Supplier shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein of 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 provision 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 and conditions of this agreement the Supplier has deposited amount in form of Valid Bank Guarantee **of Rs.**_____ **(Rupees** _____ **Onl** y) 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 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 and 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 compensating 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 of performance of the Supply during Guarantee / Warranty period including for the quantity mentioned din 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 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 of 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.
- 5.
- 6.
- 7.

In witness where of 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
Name, designation, signature with seal or stamp of authorized officer

(Signature with Name, Designation & Official Seal / Stamp)

For and on behalf of M/s. _____ (Supplier)

(Complete Name Address of the authorized person of the Supplier with Purchaser Letter of Board's Resolution in case of company)

In presence of Name, full Address & Signatures:

i) (Please mention name and address with signature of your witness-1)

.....

.....

ii) (Please mention name and address with signature of your witness-2)

.....

.....

2. Signed Sealed and Delivered by

(Signature with Name, Designation & Official Seal / Stamp)

For and on behalf of M/s..... (Purchaser)

(Complete Name Designation & Location / Address of the authorized officer as per DOP of the Purchaser Company)

In presence of Name, full Address & Signatures:

i)

.....

ii)

.....

	?SCHNEIDER													
14	MCB:C6,3 POLE,415 V A.C,D12022,IS/IEC 60898- 1,CM/L2182951,NEOBREA K NBKRA,MAKESCHNEIDER ELECTRIC	5	Number											
15	MCB:C60N-DC,C 20A,2 POLE,IEC60947-2,250 V,ICU-10 KA, MGN22327,SCHNEIDER MAKE	15	Number											
16	MCB:C60N-DC,C 16A,2 POLE, IEC60947-2,250 V,ICU-10 KA, MGN22326,SCHNEIDER MAKE	15	Number											
17	MCB:C60N-DC,C 4A,2 POLE, IEC60947-2,250 V,ICU-10 KA, MGN22323,SCHNEIDER MAKE	15	Number											
18	MCB:C60N-DC,C 25A,2 POLE, IEC60947-2,250 V,ICU-10 KA, MGN22328,SCHNEIDER MAKE	15	Number											

Note:

(1) The party has to refer **Technical Bid** for Technical Specification of above mentioned item.

Yours Faithfully,

Chief Engineer (Gen.)
GSECL, Ukai TPS.

(Signature of the Tenderer)
(With Company`s Round Seal)