



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001

Web site: www.getcogujarat.com, Email: setrmehsana.getco@gebmil.com

TENDER NOTICE No: MTC/072026/n-46

Superintending Engineer, Mehsana invites “On line Tenders” (e-tender) for “**Supply of Energy Efficient BLDC Fan & LED Tube lights as per given Technical specifications for all Divisions under Mehsana Circle.**” Bidders should fulfill the all Qualification requirement criteria given in the tender document, otherwise their bid will not be considered & price bid will not be opened.

Tender Papers & Specifications may be down loaded from Web site <https://getco.nprocure.com> (For view, down load and on line submission) and GUVNL / GETCO web sites www.gseb.com & www.getcogujarat.com (For view & download only).

All Tender documents (Notarized/ Self-attested copies of original – as specified in tender document) are to be upload through online only (Mandatory) on n-procure portal. Tender fee & EMD should to be submitted online via RTGS/NEFT/IPMS only. No Tender Fee/ EMD accepted physically or by Demand Draft.

For any query addressed to:

The Superintending Engineer,

Gujarat Energy Transmission Corporation Limited, Circle Office, Visnagar Road,

Mehsana – 384 001. Mail- setrmehsana.getco@gebmil.com

NO PHYSICAL BID SUBMISSION REQUIRED.

Tender No.	Description	Estimated Cost Rs.	Tender Fee + GST (Rs.)	E.M.D. Rs.
MTC/0720 26/n-46	Supply of Energy Efficient BLDC Fan & T-5 Tube light as per given Technical specifications for all Divisions under Mehsana Circle	---	500.00 + 90.00 Rs. 590.00/-	7500/-

1	On line bid submission last date up to 16.00 hours	13.08.2026
2	Date of opening of Tender fee/ EMD cover and online Technical bid at 16.01 Hours.(If Possible)	13.08.2026
3	Tentative Date of on – line opening of Price bid	Shall be intimated separately.

IMPORTANT:

- (A) All the relevant documents including tender copy to be submitted though ONLINE only. No physical documents to be submitted by bidder except Tender fee & EMD.
- (B) All the online Annexures to be filled properly and notarized/ self-attested copies of original documents as per tender requirement must be submitted/attached through online form only. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible (readable) and should not be password protected.

(C) Tender will be evaluated on Data/ Details/ Documents of the on-line submission. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

(D) Bidder has to submit Tender Fee & EMD online payment method only. Copy of payment to be attach with online bid documents.

(E) Payment of Tender Fee & EMD (Earnest Money Deposit):

Submission of Payment of Tender Fees & EMD should be by RTGS/NEFT (on line).

GETCO, Mehsana Beneficiary Bank detail for online payment are as under:

Sr.	Particulars	Requisite Details
1	Name of Bank	Bank of Baroda
2	Name of Branch	Mehsana Main
3	Branch Code	MEHSAN
4	MICR Code	384012001
5	IFSC Code	BARB0MEHSAN (5 th Digit- Zero)
6	Name of Account	Gujarat Energy Transmission Corporation Limited
7	Account No.	01520200030093
8	GST No.	24AABCG4029R2ZC

In case of payment through RTGS/NEFT, Bidder has to provide following details on the same date of payment so that receipt can be generated. bidder has to below mail addresses with following details:

Sr.	Required Details
1	Name & Address of the bidder
2	Bidder GST No
3	Tender No with due date
4	Mode of Transfer
5	Ref. ID with Bank Details
6	Paid Amount
7	Payment against (Tender Fee / EMD)

Mail to: cashiermhs.getco@gebmail.com

Copy to: aotr.mehsana@gebmail.com
setrmehsana.getco@gebmail.com

(F) Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or extension of due date etc.

(G) No physical tender shall be accepted / opened. Online bid receipt after due time of tender or any other reasons. Corporation shall not assume any responsibility for late receipt.

(H) The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Any technical questions, information and clarifications that may be required pertaining to this, Inquiry should be referred to:

**The Superintending Engineer (TR),
Gujarat Energy Transmission Corporation Limited,
Circle Office, Visnagar road, Mehsana, - 384 001.**

**Yours faithfully,
Superintending Engineer
GETCO, Mehsana.**



TRANSMISSION CIRCLE
MEHSANA

TENDER DOCUMENTS
Tender No: MTC/072026/n-46

**Supply of Energy Efficient BLDC Fan & T-5 Tube
light as per given Technical specifications for
all Divisions under Mehsana Circle**

**Technical
Bid**

ANNEXURE – 1

Subject: Supply of _____

**Reference: Tender inquiry No.
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.**
- 2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations as per Annexure-12 of this tender document).**
- 3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 of this tender document), our offer shall be out rightly rejected without assigning any reason thereof.**

Seal of the Firm

**Signature of the Authorized
Representatives of the firm**

Date:

**Name:
Status:**

Name of the Tendering Firm / Agency:

ANNEXURE – 2

I / We, confirm that following documents are attached with the technical bid

Sr.	Details	Confirmation (Tick <u> </u> any one)
1	Firm's details as per "Annexure –3"	YES / NO
2	Copy of the un-priced schedule (Description and quantity of items offered in price schedule without price). "Annexure - 4".	YES / NO
3	Delivery schedule as per "Annexure- 5"	YES / NO
4	Past experience details as per "Annexure-6"	YES / NO
5	Performance certificates as per "Annexure-7"	YES / NO
6	Type test reports	YES / NO
7	Certificate of Important Instruction & certificate-A	YES / NO
8	Corporation's technical specification duly signed and with seal of firm.	YES / NO
9	Guaranteed Technical particulars submitted in Corporation's Performa only.	YES / NO
10	ANNEXURE – 10"	YES / NO
11	ANNEXURE – 11"	YES / NO

Seal of the Firm

Signature of the tender

Date:

**NOTE: ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND ATTACHED IN
ONLINE BID**

ANNEXURE – 3

Supplier Name			
Within Gujarat/Outside Gujarat			
Pvt. Firm/Public Ltd./State Govt. Undertaking/ Central Govt., undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Trader	
GST NO			
PAN No			
SSI Certificate No and Date			
NSIC Certificate No. (Should be revalidated since last 3 yrs.)			
NSIC Certificate Date.			
Whether under NSIC scheme If Yes then Monetary limit. & Validity		Rs.	Date:-
Custom No. and Date (If applicable)			
License Type (ISO9001/9002)		ISO9001/ISO9002 (Tick Applicable)	
License Validity Period		From Date _____ to Date _____	
Address of	Registered Office	Factory Works	Liaison Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos. (Office)			
Phone Nos. (Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			

ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

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

ANNEXURE – 5

DELIVERY SCHEDULE

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

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

Sr. No.	Details of the Items / Equipments Offered	Tenderers Commencement Period after receipt of order.	Tenderer's Delivery Schedule after Commencement period.

ANNEXURE- 6

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

Sr. No.	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED YES/NO	STATUS, IF ORDER UNDER EXECUTION	REMARKS
A	GUJARAT ELECTRICITY BOARD / GUJARAT ENERGY TRANS. CORPN. LTD:						
1)							
2)							
3)							
B	OTHER STATE ELECTRICITY BOARDS:						
1)							
2)							
3)							
B	PRIVATE FIRMS:						
1)							
2)							
3)							

ANNEXURE – 7

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

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

ANNEXURE – 10

Vendor must fill up below details & should place at the top of the Technical Bid

Sr. No.	Description	
1	PRICES: [FIRM ONLY] (Please Specify YES / NO.)	
2	GST: [In percentage] (If opted for Composition under GST, please mention "C" instead of percentage) (In case different rate of GST applicable on different items, details shall be provided separate annexure) Please quote your GST Registration No.& Date of the location wherefrom Supplier / Contractor intends to supply goods / services)	
4	PENALTY TERMS AGREED: (Please Specify YES / NO.)	
5	SECURITY TERMS AGREED: (Please Specify YES / NO.)	
6	P.G TERMS AGREED (Wherever applicable): (P.G. - Performance Guarantee) (Please Specify YES / NO.	
7	DELIVERY TERMS AGREED: (Please Specify YES / NO.)	
8	VALIDITY of the offer for 180 DAYS from the date of opening of the Technical Bid: AGREED: (Please Specify YES / NO.	
9	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
10	ITEMS OFFERED:	
11	MOBILE NOS., TELEPHONE NOS. & FAX NO:	
12	Authorized person of the firm :	
13	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	
14	If Vendor Registration is Done: (Please submit copy of Vendor Registration approval letter in the EMD cover).	

ANNEXURE – 12

**TECHNICAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY
AND TO BE SUBMITTED WITH TECHNICAL BID**

ANNEXURE – 13

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

SUB: Undertaking in regard to stop deal/Banned for Business dealing /Black list thereof)
Ref: Tender no:

All bidders will have to furnish the following undertaking duly filled in, Signed and stamped for each quoted item of the tender along with the technical bid.

I/We

Authorized signatory of M/s _____ here by
certified

That M/S _____ and their
proprietor/any partner /any director of the firm is not stop deal and/or banned for business
dealing and/or black listed by GUVNL and/or their any subsidiary company viz.
GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

Seal of Firm

Signature of renderer

ANNEXURE – 14

(UNDERTAKING IN REGARD TO QUOTED PRICE)

Sub: Undertaking in regard to quoted prices

Ref: Tender No. _____.

All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender **along with the price bid**.

“This is to certify that we have not supplied the tender items viz. to other SEBs / Power Utilities with this tender specification of GETCO at lower Unit Ex-Works price than the Ex-Works prices quoted in this tender by us for the same item during last Six (6) Months.”

The prices quoted by us for the same item to other SEBs during the last six (6) months are given below:

ITEM	SEB	EX. WORKS PRICE- Rs.

Signature of the Tenderer

Seal of the Firm

This is to be submitted in separate Sealed Cover super scribed “Undertaking in regard to quoted price” and should be placed in Price Bid Cover.

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ANNEXURE – 15

This is to declare that none of the Proprietors/ Partners/ Directors are having any relatives employed or working with Gujarat Energy Transmission Corporation Ltd at any of its offices or its parent Department i.e. GUVNL.

Signature of Authorized Representative

Company / Agency

NAME: _____ STATUS: _____ Name
of tendering Company

Tender for Supply of _____

Tender No

On Firm's Letter Head

Due On:

CERTIFICATE – “A”

I / We _____ authorized 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

Place:

Date:

**Signature of the Tenderer
With Designation.**

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 the Corporation’s 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.38 of this tender document) in the offer from the Corporation’s Tender Specification.** I undertake to abide by the Corporation’s Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per the Corporation’s 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 the Corporation, 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 the Corporation’s specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then Corporation 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.

Technical Qualification requirement

(List of documents to be submitted with technical Bid)

1. The bidder shall be Original Equipment Manufacturer (OEM) or Authorized Distributor/ Dealer/ Trader of OEM.
2. It is desired that supplier should supply material having same technical specification as mentioned in GTP. However, GETCO reserved right accept or not to accept supplier who will match the other technical parameter but do not match the physical dimension as asked.
3. Experience: Agency should produce evidence of having experience in executing Similar nature of Supply of material with minimum quantity half of the tender quantity within last Five year preferably with photo copy of orders secured from GETCO/Central/State Govt/Railway/Semi-Govt with satisfactorily performance certificate from respective department.
4. Catalogue: Bidder shall have to submit attested copy of Manufacturer's catalogue showing Technical parameters mentioned in Technical Specification with Model, Type, Guarantee/warranty, Drawings, Specifications etc. with technical bid.
5. **Sample: Sample of material asked on returnable basis with OEM Catalogue mentioning all Technical Specifications & Dimensions after technical bid evolution if required. Inferior samples or short of documents will be disqualified & price bid will not be opened.**

Financial Qualification requirement:

1. Payment of Tender fee and EMD. (by Online mode only)
2. Bank Solvency (20% of Estimate amount) not older than 12 Months
3. Copy of PAN card.
4. Copy of GST Registration No.
5. Last three years IT return/Balance Sheet & P & F statement
6. Details of Partners/Directors of the Firm/Company. Partnership deed & Power of Attorney if applicable.

Note:

1. Successful bidder has to submit necessary drawings for approval before Supply.
2. Tenderer should submit necessary documentary proof in support of all above mentioned Criteria.
3. Part tender for supply of any individual item is not allowed. Tender Authority decision regarding issue purchase order Item wise or whole quantity will be bind to all agency.
4. Above technical criteria are for technical scrutiny after opening the technical bid. However, the GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.
5. In case GETCO does not get exact specification, has reserved right to accept best suitable specification for acceptance.

Annexure– “A”

TECHNICAL SPECIFICATION- BLDC FAN

(To be filled in by the Tendered and shall be enclosed with Technical Bid)

Type	Description	Supplier Specification
Manufacturer	CGL/Bajaj/Phillips/Havells/Orient/Usha/Atomberg etc. reputed Make only (5 Star Rated with 100% Copper Winding)	
Type	High Speed Brushless DC Motor with Double Ball Bearings, 300 mm Down rod, Two Canopy & Mounting clamp with Nut-Bolt Manual Regulator operated (without Remote)	
Standard	IS: 374-2019	
Operating Voltage	230 V AC (Min. 180 to Max. 280 V), 50 Hz $\pm$ 5%, Operating power Factor > 0.9	
Size	1200 mm, 3 nos. Aluminium Blades	
Colour	White	
Power Consumption	$\leq$ 32 Watt at Maximum Speed	
Working Life	Warranty – Minimum 2 Years	

TECHNICAL SPECIFICATION- LED Tube light

(To be filled in by the Tendered and shall be enclosed with Technical Bid)

Type	Description	Supplier Specification
Manufacturer	OREVA/ CGL/Bajaj/Phillips/ Havells/ Syska/ Orient/ Usha etc. reputed Make only	
Type & Rating	Energy Saver & IP 20	
Operating Voltage	230 V AC (Min. 180 to Max. 280 V), 50 Hz $\pm$ 5%, Operating power Factor > 0.9	
Size	Length- 4 Ft.	
Colour	Cool Neutral White (4000K)	
Power Rating	32/24 Watt	
Working Life	Warranty – Minimum 2 Years	

Note- In case GETCO does not get exact specification, has reserved right to accept best suitable specification for acceptance.

PART-A

COMMERCIAL TERMS AND CONDITIONS

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

2. TENDER SPECIFICATIONS:

All technical specification should be ISS/ISI/BIS. Specification framed out by the Corporation shall be separately brought out in the tender documents. Relevant certified Documents required for satisfaction as per QR (Qualification requirement) must be attached in tender documents. No deviation in specification shall be allowed and Corporation's decision shall be final. The technical scrutiny committee of the Corporation shall evaluate the techno-commercial view of the tender. Tender should be in two bids.

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

Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly. The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

3. PRICE EVALUATION:

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.

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.

Negotiation and Price matching: -

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

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

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

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.

4. The estimated cost of tender items is notified in the tender notice. Tenderer has to pay EMD as per Tender Notice for their quoted Items.

5. Tender fee (Non-refundable) as notified in the tender notice should invariably be paid online. ~~by way of Demand Draft, otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheque are not acceptable. Demand Draft should be in the name of the "Gujarat Energy Transmission Corporation", Payable at Mehsana. The envelope shall be addressed to The S.E.(TR) of the Circle Office, Mehsana and the Circle will not be responsible for the transit loss or misplacement. Tender fee Demand Draft must be kept in the cover of EMD; otherwise suppliers offer is liable to be rejected.~~

6. IMPORTANT:

Both the bids technical and price bid should be submitted online simultaneously along with EMD within online submission due dt. Please note, that any bid, technical or price bid or short offers / bids received after the due date will be ignored out rightly. NO LATE TENDER/ DELYAED TENDER SHALL BE CONSIDERED.

SAMPLE:

The sample/s as per requirement of the tendered technical specification/Schedule-A of tender must be submitted during working day only and not later than 18.00 hrs. of date of bid submission to the address mentioned in Tender Notice. The bid shall be rejected out rightly, if sample/s is/are not submitted in schedule time of tender.

7. PRICES:

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. Division offices Mehsana, Chhatral, Kheralu & Patan) under Mehsana Tr. Circle.

However, the Tenderer should indicate in the Schedule– "B" (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Price and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & 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 COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.

8. EARNEST MONEY DEPOSIT:

E.M.D. at the rate of 1% of the value of the items offered is payable. The EMD will be paid online through RTGS/ NEFT as per mentioned Bank Account on Tender Notice. Cheque, Demand Draft & Corporate Guarantee are not acceptable.

- The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udhog Aadhar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover.
- The Certificates should indicate the manufacture of items offered. In case of Udhog Aadhar Memorandum, it should indicate the manufacture of related group of item.
- This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

No Interest will be allowed against payment of E.M.D.

9. Technical Bid:

Technical Bid contains following certified Documents with clear tag marking & Indication:

a) Documents towards payment of Earnest Money Deposit (EMD) & Tender Fee. The TENDER FEE & EMD cover will be opened first and if found OK then only Technical Bid will be opened which may please be noted.

Tenders submitted without Earnest Money Deposit by the firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made.

b) List of Orders executed during last three (3) years (including supplies made to GEB/GECTO/other STUs) for the tendered items.

c) Vendor Registration Certificate if tenderer is a new entrant to Corporation / GEB, Clause No.2 (commercial terms and conditions) of this tender document will be applicable for Vendor Registration.

EMD will be forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the Tenderer fails to furnish / deposit the security deposit as per below clause no.12.

The EMD will be return promptly to the unsuccessful tenderers. The EMD will be return to the successful Tenderer he furnishes the security deposit for performance and duly enters to the contracts.

10. SECURITY DEPOSIT: (Security Deposit should be paid within 10 (Ten) days from receipt of Letter of intent).

The successful tenderers will be required to pay an amount equivalent to 10% of the value of the order as a Security Deposit for satisfactory execution of the contract. Such Security Deposit will be payable online or in form of Bank Guarantee as per format attached at last with Annexures.

The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under tender shall pay an amount equivalent to 4% of the value of the order as Security Deposit & Performance Bank Guarantee on submission of attested copies of their SSI (SSI/ MSME Part-II/ Udhog Aadhar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

The security deposit will be refund after completion of guarantee period for supply of material.

If the full Security Deposit amount is not paid within 10(Ten) days after the receipt of the order, then its EMD will be forfeited and tenderer may be disqualifying for future work of GETCO.

11. VALIDITY OF THE OFFER:

The offer will have to be kept valid for a period of 180 days from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the tenderer's will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offer will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

12. RAILWAY RECEIPT (R.R.) / TRUCK RECEIPT (T.R.):

All goods should be dispatched on F.O.R. basis to the destination and the R.R./T. R should be forwarded directly to the consignee by registered R.P.A.D. and not through any Bank or the Corporation's Office at Mehsana. It should be immediately intimated to concerned store officer 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 / hostage 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 Corporation's stores i.e. F.O.R. Destination Divisions under Mehsana Tr. Circle.

13. 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.

14. 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 the Corporation 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.

15. ACCEPTANCE OF STORES:

All or any stores and materials to be supplied at F.O.R. Destination (Division office under Mehsana Circle) against this contract will be subject to their acceptance by the consignee or any other Officer deputed by the Corporation for this purpose. The Corporation will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final. Tentative distributions of quantities are as under for delivery of material, it may be Increase/Decrease during final execution. Division wise invoice to be submitted for arranging payment as per allotted material.

16. 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 and % 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 COMPANY 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 COMPANY, without COMPANY 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. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

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

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation 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 company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company 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 COMPANY and you should inform such changes to COMPANY from time to time.

17. OCTROI: Octroi, if applicable, shall be paid extra by the Corporation at consignee end, against submission of documentary evidence of payment.

18. UNLOADING: Unless and otherwise specified in the detailed purchase order, unloading of the materials shall be arranged by Tenderer.

19. 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 COMPANY'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 COMPANY.

Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

20. PAYMENT TERMS:

The payment of the above supply will be processed through VMS portal of GUVNL, hence you are required to get yourself registered on <https://vms.guvnl.com> and submit the digitally signed Invoices, GST CA Certificates, E-way bill, Delivery Challan and other supporting documents to Consignee Location/ Division offices using your login ID and Password on the VMS portal of GUVNL.

Particulars/Location	Chhatral + Vadavi	Patan + Veluda	Kheralu	Mehsana	Total
(VMS Location Code)	265	264	262	261	
Energy Efficient BLDC Fan	60	60	50	60	230
T-5 Tube light	70	70	50	50	240

Payment shall be made by corporation, either directly to you for the materials supplied as per corporation standard payment terms and conditions including 100% of F&I, GST and Cess as applicable, from the date of receipt of material [as mentioned in Truck Receipt Certificate (TRC)] within 30 (Thirty) days on verifying required documents on VMS portal.

Payment shall be made by the Concern Executive Engineer, Division office as per Dispatch Instruction/Allotment of quantity by this office within 30 days on receipt of material.

21. REPEAT/ADDITIONAL ORDERS:

The Corporation reserves the right to place repeat orders / additional orders on the successful tenderer's up to 50% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract and within 6 months after completion of the delivery period. In special circumstances the Corporation will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

22. DELIVERY SCHEDULE OF THE CORPORATION:

Delivery of materials is desired as under:

a) Submission of sample/Drawing.	With technical Bid
b) Approval of Sample/Drawing.	No separate commencement period will be given.
c) Commencement of supply	As per the details Shown in Schedule- "A" of the relevant Tender
d) Completion of Supply	

Supplier is liable to get the drawings / Sample approved within the commencement period.

Supplier should indicate deviation in delivery period if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the order. All necessary formalities are to be completed within the commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to the Corporation will be considered and in such case, no subsequent complaint will be entertained.

The delivery Schedule proposed by Corporation is considering the full quantity of the tender. If the finalized quantity is less, then in that case the delivery period best suited as per the Corporation's requirement will be given on pro-rata basis and also based on the quantity allocations done by the Corporation.

23. DELIVERY PERIOD:

The Tenderers will have to quote a firm delivery schedule subject to the force Majeure conditions as accepted by DGS& D. Tenderer should mention their delivery period in Annexure - 5 of this tender document. Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any other reasons will be subject to levy of penalty.

If the materials are not dispatched within **30 Days** from the date of receipt of Acceptance of tender as mentioned above, special penal charge shall be recovered at ½% per week (for actual delay in dispatches), maximum up to 10% of the Acceptance of tender consignment value. This will be in addition to the Corporation's penalty clause of the A/T.

The contractor has to replace defective material from site within 15 days' other wise penalty at the rate ½% per week shall be claimed.

24. SUPPLY OF MATERIALS AT CORPORATION'S STORES:

The Tenderers will have to agree to supply any of the quantities at any of the Corporation's Stores in Gujarat (i.e. F.O.R Destination at Mehsana, Patan, Kheralu & Chhatral). Tentative Division Wise Store allotment issued after acceptance.

25. PENALTY FOR LATE DELIVERY:

Penalty shall be @ 0.5% per Week as applicable on delayed portion subject to maximum 10% plus GST as applicable of the delayed portion Order Value (End Cost with GST and Cess as applicable) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value with GST and Cess as applicable of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

Due consideration will be given for waive / levy of penalty only for the reasons absolutely beyond suppliers 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.

"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 Secretary 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 Secretary, which shall be final, all unused undamaged and acceptable materials brought 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, brought out component and stores as the supplier may with concurrence of the Purchaser elect to retain”.

26. EXTENSION IN CONTRACTUAL DELIVERY DATE:

It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, if on account of reasons beyond ones control as laid down in the DGS & D Force Majeure Conditions the Corporation may consider extension of delivery period with or without statutory variations. However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay. However, such extension will be subject to the following conditions shown hereunder.

- (a) *That no increase in price on account of any statutory increase in or fresh imposition of customs duty, GST and Cess as applicable or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the P.O referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date.*
- (b) *That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said P.O shall be admissible on such of the said stores as are delivered after the original contractual delivery date.*
- (c) *But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST and Cess as applicable or on account of any other tax or duty or on any other ground as stipulated in the P.O., which takes place or on after the contractual delivery date of the said P.O.*
- (d) *In case Supplier / Contractor has opted for Composition Scheme under GST, no increase in price on account of any statutory increase in GST and Cess as applicable shall be admissible after the original contractual delivery date.*

27. 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, Corporation will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.

28. 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 the Corporation, as otherwise the same would also amount to disqualification of the tender.

29. Tenderer must submit offers / bids along with requisite descriptive literature etc. (separate sets) clearly indicating as Original and Stamped by them. Wherever applicable, Complete Technical data of Equipment's / Materials / Apparatus, etc. must be furnished along with the tender including (i) Dimensional Drawings, (ii) Type Test Certificate from Govt. Recognized Laboratory not old to Seven year (iii) Guaranteed Particulars, (iv) List of Testing facilities available in the works must be furnished with the tender which is a must. Tenderer will be at full liberty to provide information and data's about this products.

30. The purchaser (i.e. Corporation) 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 the Corporation at its sole discretion at any time before and after the due date of opening of the tender.

31. Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, to be furnished in Annexure- 6. Failure to do this will result on supplier's tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.

32. Corporation 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.

33. 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 respective Annexure of this tender document. If technical deviations furnished by the Tenderer are not agreeable to the Corporation, the offers may be ignored. However, it will be solely at Corporation's 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.

34. ADVANCE INTIMATION TO THE CONSIGNEE:

When R.R. is obtained and materials dispatched R.R. No. Wagon No. etc. should be intimated to the consignee in advance, preferably by phone / 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 the Corporation has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers. ALL THE SUPPLIERS SHOULD INTIMATE THE CONSIGNEES WELL IN ADVANCE ABOUT THE DELIVERY OF THE MATERIALS AS PER THE "DISPATCH INSTRUCTIONS" GIVEN, SO AS TO FACILITATE FOR UNLOADING OF THE MATERIALS AT SITE.

35. TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:

- (1) GST Registration no. with mentioning registered HSN/ SAC Code.
- (2) Registration No. under shops and Est. Act and issuing authority.
- (3) Registration No. under Small Scale Industries / National Small Scale Industries Corporation (NSIC) or under DGTD etc. submit Notarized copy for the same.
- (4) A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details like their relationship, if any with the Corporation's employee.
- (5) List of pending orders (with orders Nos. & date) and customer's name and address and orders executed so far with other electricity Boards.
- (6) Performance reports/Experience /work order for related material.

(7) PAN card

(8) Partnership deed / Power of attorney / Proprietary firm certificate

(9) Bank Solvency (20% amount of Estimated amount) not older than 12 Months

36. Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

37. Tenderers should indicate the name of their partners of their manufacturing firm, wherever applicable.

38. Please give suitable declarations as under:

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

39. Tenderer should specifically mention in the offers and should indicate in Block letters the name of the Partners / Proprietor / Directors who is / are the signing authority.

40. GUARANTEE & WARRENTY AND ANNUAL MAINTANACAE CONTRACT

If the goods store and equipment's are found defective due to bad design materials or Workmanship the same should be repaired or replaced by you free of charge if reported within 6 Month of their receipt at site.

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

42. OTHER CONDITION OF SUPPLY:

The Corporation's General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of the Corporation's 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 the Corporation's Office.

43. Although the materials have to be supplied as per ISS and or as per the tender specifications, the Corporation will take random samples from the materials supplied and subject them to tests according to ISS in approved laboratories. The materials should stand these and if the materials do not stand these tests, they will be summarily rejected and the supplier should make immediate arrangement to replace them (i.e. available materials at stores) with standard materials and after getting them duly inspected.

44. The Corporation also reserves the right to accept the whole or part of such supplies or of the utilized materials and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be maximum up to 30% (Thirty) of the End Cost Price, provided Corporation accepts the materials. In this respect the decision of the Corporation will be final and will be binding on the supplier.

45. If in any company, the interest of any employee of the GETCO or his relative as defined in Companies Act, 2013, is 10% or more, GETCO will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the Tenderer for further dealing with GETCO.

46. Material Inspection: The materials offered will be inspected by GETCO officer if required. The bidder has to keep ready sample of all materials as per schedule-A of tender during Inspection. 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 testings as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.

47. TERMINATION OF CONTRACT:

In case, the supplier fails to deliver the stores / materials / equipments 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, the Corporation shall exercise its discretionary power either:

- a) To recover, from the supplier as agreed, by way of penalty clause above, or
- b) To purchase elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or
- c) To cancel the contract.

In the event of the risk purchase of stores of similar description, the opinion of COMPANY 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 COMPANY may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.

The decision of corporation shall be final as regards the acceptability of stores supplied by the supplier and corporation shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

Further, "corporation 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.

(d) The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

48. ARBITRATION:

(1) Amicable Settlement

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.

(2) Arbitration

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad ("the Centre" for Short), currently functioning in the High Court Complex, Sola, Ahmedabad for appointment of arbitrator and thereupon, the Centre shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. If the parties unanimously agree to appoint three arbitrators, then in that case, each party shall appoint one arbitrator from the panel of arbitrators of the Centre, and the Centre shall appoint the third arbitrator, who will act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties for all disputes arising under or in connection with this

agreement. The arbitration shall take place at the Arbitration center, 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.

49. JURISDICTION: All questions, disputes or 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 i.e. Mehsana.

60. Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.

50. SUBMISSION OF OFFERS:

The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case Corporation will consider only ONE lowest offer for allocation of quantity.

Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by the Corporation.

51. The Tenderer if being an agent, who submits its offer to Corporation, will have to give information and declare the name of the principle from which he will procure the materials and supply to Corporation along with company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer if found suitable shall be taken in consideration.

52. Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by Corporation's Representative prior to dispatch of materials for Corporation's approval.

53. Corporation reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.

Also in case Corporation finds that there is an attempt of cartel in the prices, Corporation reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

54. Corporation reserves the right to increase or decrease the quantity against each item/s while placing the order.

55. QUANTITY TOLERANCE:

(When the Order placed is in terms of Weight basis/Length basis).

The quantity tolerance shall be allowed + 3% order-wise (Main Order + subsequent additional order) for total order quantity for each item except cables.

The weighment recorded at our consignee shall be considered final for purpose of payment. However, where the weighbridge facility is 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.

56. The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone / Mobile / Fax Numbers (Office & Residential) etc. should be invariably mentioned in the Annexure – 10 of this tender document.

57. The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Liaison Agent / Representative if any, who has been authorized by the Tenderer to do liaison work with the Corporation on their behalf. Only one liaison agent is allowed.

58. The tenderers should invariably write the name and address of the Company, both on sealed covers of EMD, Technical & Price Bids. Otherwise the tender covers without the name and address will not be opened which may please be noted.

59. THE TENDER SHOULD BE SUBMIT ONLINE ONLY. NO PHYSICAL SUBMISSION BY RPAD/ COURIER SERVICE/HAND DELIVERY WILL BE ACCEPTED.

DELAYED AND LATE TENDERS:

~~NO TENDER SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAY DUE TO POSTAL SERVICES OR ANY OTHER REASONS AND CORPORATION SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.~~

60. The tenderers are required to furnish the technical information and the guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page / papers of the tender documents.

61. The samples as indicated in Schedule "A" of the tender, must be submitted with the tender to: The Superintending Engineer (TR.), Transmission Circle, GETCO, Mehsana.

62. All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by Corporation, are to be borne by you as per the Govt. Of India's latest guidelines.

63. Tenderer should invariably fill up all the details of all the Annexure including the prices in the Price Bid Annexure of this tender document. This is mandatory. Also all the Annexures should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper.

64. EMBOSSING OR ENGRAVING:

~~The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of GETCO" along with the purchase order number on the items such as Furniture, Insulators, Hardware accessories, Lightning Arrestors, Transformers, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, M.S. Beams and other items as required by the Corporation. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.~~

65. If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if Corporation suffers any financial loss due to this, then Corporation will be at liberty to adjust the amount from other orders of the same firm or by encasing the Bank Guarantee.

66. MINIMUM TENDERING QUANTITY:

The Tenderer must have to offer for minimum quantity as under for all their offered / quoted tendered items and also have to accept the Corporation's delivery conditions given in the tender.

Also for both the above two cases, if the tenderer quotes for less than the minimum tendering quantity for each quoting item as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender then the offer will not be considered for evaluations and offer will be ignored out rightly without any communication in the matter and

any further requests after opening of the tender will also be ignored. This should be taken care of.

67. The following List of Annexures and Documents should be invariably submitted along with the tender:

- 1) Schedule– “A” Indicating the Description of Items & procurement quantities for the tender etc.
- 2) Schedule–“B” Price Bid
- 3) Technical Specifications with Guaranteed Technical Particulars.
- 4) Form of Bankers undertaking Performa for E.M.D and S.D.
- 5) Annexures – 1 TO 13
- 6) Certificate – “A”.
- 7) Document of Important Instructions.

All the above documents should be duly filled in, signed & stamped with company’s seal should be submitted.

68. Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 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.

69. All the tenderers must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.

70. All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored / rejected without making any further reference.

PURCHASE AGREEMENT

THIS AGREEMENT made on this day of Two thousand

BETWEEN

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

AND

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

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

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

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

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

(1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. dtd. as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. dtd. which will hold good & valid during the period of this Agreement.

(2) The supplier shall do and perform for all supplies and things mentioned and described in this agreement or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.

(3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.

(4) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs..... (Rupeesonly) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.

(5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation /risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.

(6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving **ONE MONTH'S NOTICE IN WRITING** without compensating the Supplier.

(7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.

(8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.

(9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.

(10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.

(11) The following is the Schedule forming part of this agreement as provided herein above:

SCHEDULE

List of documents:

- 1,
- 2.

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

Place: MEHSANA

Date:

1. Signed, Sealed and delivered by:

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

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

In the presence of Name, full Address & Signatures:

- i) _____
- ii) _____

2. Signed, Sealed and Delivered by:

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

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

In the presence of Name, full Address & Signatures:

- i) _____
- ii) _____



TRANSMISSION CIRCLE
MEHSANA

TENDER DOCUMENTS
Tender No: MTC/072026/n-46

**Supply of Energy Efficient BLDC Fan & LED Tube light
as per given Technical specifications for all Divisions
under Mehsana Circle**

Price- Bid

SCHEDLUE – B (PRICE BID)

(PRICE BID FORMAT)

Name of Tender: Supply of Energy Efficient BLDC Fan & LED Tube light as per given Technical specifications for all Divisions under Mehsana Circle.

Sr.	Description	Tentative Qty. (Nos.)	Unit FOR Cost (Rs.)	Unit Total End Cost (Rs.)	Total GST Cost (Rs.)	Total End Cost (Rs.)
1	2	3	4	5 =4X3	6	7= 5+6
1	Energy Efficient BLDC Ceiling Fan as per given Technical specifications	230				
2	Energy Efficient LED Tube light as per given Technical specifications	240				

Remarks:

1. I/We agree to supply the articles noted above at the rates herein tendered by me/us subject to the condition of tender and supply at the Tender Inquiry which I / We have carefully read and which I/We have thoroughly understood and to which, I/We agree.
2. I / We hereby agree to keep this offer open for 180 days after the returnable date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Yours faithfully,

(Signature of tenderer with Company's Round Seal)

Sign & Stamp of Bidder