



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Regd. Office: Sardar Patel Vidyut Bhavan, Race Course,
Vadodara -390007.

Office: State Load Despatch Centre, 132kv Gotri s/s Compound, Gotri Road, Vadodara-21

Tele.No. (0265) 2352103 / Fax No. (0265) 2352019

Email: celd@gebmail.com Website : www.sldcguj.com

Regd. Office: Sardar Patel Vidyut Bhavan, Race Course, vadodara-390007

Corporate Identity No (CIN) :- U40100GJ1999SGC036018

Tele.No.(0265) 23230583-86 / Fax No. (0265) 23380238 - 2338235

Website: WWW.getcogujarat.com E-mail: feedback.getco@gebmail.com

"Save Energy for benefit of Self and Nation"

TENDER NOTICE No – SLDC/SCADA/26-27/FWL/License/2737

CE (SLDC) Gotri invites "On line Tenders" (e-tendering) for the purchase/works of following items. Tender Papers & Specifications may be down loaded from Web site <https://tender.nprocure.com> (For view, download and on line submission) and www.sldcguj.com (For View & down load only). Tender fee may be paid along with submission of tender, for respective tender. **"All the relevant documents of tender to be submitted online only. "Tender Fee and EMD amount shall be submitted ONLINE Mode only. NO COURIER SERVICE OR HAND DELIVERY" will be allowed.**

Sr. No.	Description	
1	Tender No.:	SLDC/SCADA/26-27/FWL/License/2737
2	Purchase of	Renewal of license of existing Fortinet firewalls (06Nos.) along with log analyzer in OT network at three Sub-SLDCs (Jambuva-Jetpur-Gandhinagar) with one year subscription.
3	Tender Fee (Rs. 1000) with GST (18%) in Rs. (non-refundable) BY ONLINE Payment only	Rs. 1180.00
4	Estimated cost with GST	Rs. 49,21,155.00
5	Earnest Money Deposit amount in Rs. (By ONLINE Payment ONLY)	For MSME Unit 35,000 For Non-MSME Unit 40,000
6	Online (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory).	07.08.26

7	Date of opening of online Tender fee, EMD cover, Vendor registration and technical bid.	07.08.26
8	Date of opening of Price Bids:	Shall be intimated separately
9	Prices	Firm

IMPORTANT:

1. All the relevant documents (refer Table-A & B as per **Page no. 19**) as per requirement of the Tender to be submitted Online only. Otherwise, the offer will not be considered and no any further communication in the matter will be entertained.
2. All the online Annexures & price bid i.e. Annexure-1 to 16, GTP and price bid, other tender documents (refer Table-A & B) must be submitted/attached in the online form.
3. Any deviation found in Data / Details / Documents **on online offer (i.e. Annexures 1 to 16, GETCO Confirmation, GETCO technical specifications, GETCO terms, all GTPs, Tender Fees detail, EMD detail, EMD Break up)** submitted/attached documents (Table-A & B) of bidder, offer of the same bidder will not considered and no any further communication in the matter will be entertained. Attached document copy is for reference only and tender will be evaluated on Data / Details / Documents of the **online offer, Online offer is considered as final. Technical evaluation would be carried out for the items offered in the online Annexure - 4 (Un-priced Schedule) i.e. copy without prices. The quantity, GST offered in online price bid shall be considered as final in case of any discrepancy.**
4. It is mandatory for all the bidders to submit their tender documents only in online form viz. on – line (E-tendering) as per Table-A & B as per page no.19.
5. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer attached document, 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 attach copy of supporting authentic documents (Table-A & B).

(In the absence of required details in the online annexures, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
6. Bidder has to submit their EMD Documents (As per Table-A) in Online mode only.
7. Any technical questions, information and clarifications that may be required pertaining to this tender should be referred to: The Chief Engineer(SLDC), Gujarat Energy Transmission Corporation Limited, 132KV Gotri S/s Compound, Nr. T.B.Hospital, Gotri Road, Vadodara - 390 021.

8. GETCO reserves the right to reject any OR all tenders without assigning any reasons thereof.

Your's faithfully,

S/d
Chief Engineer (SLDC)
GETCO, Vadodara

Download Tender Documents in (PDF Format) which consists of:

Part – I: Commercial Terms & Conditions

Part – II: Technical Specifications & GTP'S, Schedule "A" indicating the quantities & items, drawing if any.

To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe" website.

Note:

In case bidder needs any difficulty in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Phone

Airtel : +91-79-40007501, 40007512, 40007516,40007517,40007525

Reliance : +91-79-30181689

Fax : +91-79-40007533

E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 1-800-233-7944 (EXT: 501, 512, 516,517, 525)

Tender No: SLDC/SCADA/26-27/FWL/License/2737

SCHEDULE – A

Renewal of license of existing Fortinet firewalls (06Nos.) along with log analyzer in OT network at three Sub-SLDCs (Jambuva-Jetpur-Gandhinagar) with one year subscription.

Sr. No	Item Description	Total Qty.	Unit	EMD	
1	Renewal of license of existing Fortinet firewalls (06Nos.) in OT network at three Sub-SLDCs (Jambuva-Jetpur-Gandhinagar) with one year subscription.	1	Lot.		

2	Renewal of license of log analyzer OT network at three Sub-SLDCs (Jambuva-Jetpur-Gandhinagar) with one year subscription.	1	Job work		
	Total Cost in Rs.			For MSME Unit 35,000	For Non-MSME Unit 40,000

- 2. Delivery schedule:** - The delivery schedule of the materials to be supplied against this tender shall be as stated here under Delivery period will be 1 month from the date of issue of purchase order. Commencement period shall start from the date of issue of purchase order. Separate commencement letter will not be issued.

Bidder has to quote for the all items as a single package as per tender Schedule-A. Partial Quantity against schedule-A is not acceptable.

Any deviations in the offered delivery schedule in online Annexure-IV shall lead to outright rejection of the bid and no further correspondence shall be entertained.

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 Corporation are furnished by the bidder.

Corporation reserves the right to terminate the contract at any time, without assigning any reason, 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 compensation/ damages / losses, whatsoever, on account of such termination of the contract. Other text portion of Clause No. 41 – Termination of Contract will also be applicable.

- 3. It is mandatory to quote all items. (as per tender quantity), Evaluation will be carried out on total cost (I.e, Summation of all items). ~~Reverse auction will be applicable as per GETCO Standard terms and conditions as single package. Modality of inter-se reverse auction is~~ given on page no. 21 (annexure-I).**

- 4. Mandatory Documents to be uploaded online:** The documents as per **Table-A** must be uploaded online as mandatory documents. In absence of any document, the bid shall be outrightly rejected in preliminary stage.

(I) Tender Fee : Online/ RTGS/NEFT

- All the Bidders will be required to pay Tender Fees plus applicable GST as mentioned in the Tender document either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS/ NEFT/online.
- Photo copy of money receipt of tender fee (self-certified), if tender fee paid in cash at corporate office of GETCO. In case of payment through RTGS/NEFT UTR detail shall be uploaded in online document submission. This is mandatory

(II) EMD :

The EMD Amount is to be paid as per below mentioned method:

Amount of EMD	Method
Up to Rs.10,000.00	Cash/RTGS/NEFT/Online
Above Rs.10,000.00 to ₹.3,00,000.00	RTGS/ NEFT/Online
More than ₹.3,00,000.00	RTGS/ NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee

In case of payment of EMD through RTGS/NEFT/Online, bidder has to submit online / upload copy of the transaction made or receipt of EMD payment along with following details:

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

Note for (I) & (II) :-

- Bidder has to provide all above details on the same date of payment to following e-mail ID, so that receipt can be generated:
 - teamfinancesldc@gmail.com
 - sldccash@gmail.com
 - eescada.getco@gebmail.com;
 - de2scadasldc.getco@gebmail.com
 - sldcbill.getco@gmail.com

It is to inform here that, RTGS/NEFT shall be from Bidder's account only (It shall not be from personal account).

(III) EMD Documents: (if applicable- for exemption/ reduced rate EMD payable)

MSME Bidders, who have claimed for reduced EMD or exemption in EMD have to submit online / upload copy of documents as mentioned below:

Commercial Terms & conditions CI No. (8)[2] (b) (c) & (d) shall be replaced by (b)

The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration is eligible for exemption from the payment of EMD amount on submission of **Duly notarized copy of UDYAM REGISTRATION CERTIFICATE from group A & minimum one certificate from group B.** (i.e. UDYAM REGISTRATION CERTIFICATE from Group A **and** one certificate from Group B).

A Group		B Group	
1	UDYAM REGISTRATION CERTIFICATE	1	CSPO Registration Certificates
		2	NSIC Registration Certificates
		3	DGS&D Registration Certificates

The MSME (manufacturing) Unit is eligible for benefit of submission of lower side (Reduced) EMD amount on submission of **duly notarized copy** of any one certificate from above mentioned Group A & B.

Note: The Certificates should indicate the manufacture of items offered & in case of Udyam registration certificate, it should indicate the manufacture of related group of item. Further submitted certificate should be valid, wherever applicable.

Provisional Registration Certificate are not allowed.

In view of Ministry of Micro, Small and Medium Enterprises, Govt. of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020, subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (Pt. IV) dated 6th August, 2020 and Amendment S.O. 2347 (E) dated: 16/06/2021 Only "UDYAM REGISTRATION CERTIFICATE" out of SSI / MSME Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate shall remain valid from 1st Jan-2022 or from the date of amended in future by the ministry of Micro Small and Medium Enterprises (MSME) Govt. of India

(IV) **Vendor Registration:** Not Applicable

(V) **Notarized copy of Country Boundary Declaration:** on Rs. 300/- Non judicial stamp paper (as per attached format)

- The Certificate regarding "RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:
Every bidder/s should **upload on N-procure website**, at the time of submission of bid, give a declaration as per attached Certificate.

NOTE :

- ~~1) Bidder has to upload anyone Land Boarder sharing Declaration Certificate on N-procure website i.e. either Certificate A1 or Certificate A2 as mandatory documents. On event of non-submission of Certificate A1 or Certificate A2, their bid shall be out rightly rejected.~~
- ~~2) If bidder upload both certificate i.e. Certificate A1 & Certificate A2, their bid shall be out rightly rejected.~~

(VI) **Notarized declaration for Authorized representative:** on Rs. 300/- Non judicial stamp paper for Authorized representative. (as per attached format)

As per Purchase Policy Amendment no. (9) dt.03/08/2019 **regarding Conflict of Interest among Bidders/Agents clause No.4.23**, Kindly **upload on N-procure website** authority letter of your representative (Who will make correspondence with GETCO) **as mandatory tender document**. Also mention name of same authorized representative in online Annexure-3. **For any discrepancy between online Annexure-3 & online uploaded Notarized declaration for Authorized representative, online uploaded Notarized declaration online will be considered as final.**

Note:

- **Bidders are requested to upload all Mandatory documents on N-procure website in Preliminary stage (refer Table-A). If any Mandatory Documents are missing, the Bid will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid”.**

During scrutiny of the documents submitted online in soft copies, if required, its original copies may also be asked from the bidders for verification of the same.

5. List of Banks for submission of BG:

Bank Guarantees to be submitted against Performance Guarantee as per Clause 9 & 41, of the Commercial Terms and Conditions and wherever applicable shall be furnished by following Banks: (on Rs. 300 Non judicial stamp)

(A) All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD / EMD for the period up to 31.03.2027. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. AXIS Bank
2. AU Small Finance Bank
3. Bandhan Bank
4. City Union Bank
5. CSB Bank
6. DBS Bank India Limited
7. DCB Bank
8. Dhanlaxmi Bank
9. Equitas Small Finance Bank
10. FEDERAL Bank
11. HDFC Bank
12. HSBC Bank
13. ICICI Bank
14. IDBI Bank
15. IDFC First Bank
16. IndusInd Bank
17. Jammu and Kashmir Bank
18. Jana Small Finance Bank
19. Karnataka Bank
20. Karur Vysya Bank
21. Kotak Mahindra Bank
22. RBL Bank
23. South Indian Bank
24. Standard Chartered Bank
25. Tamilnad Mercantile Bank
26. Ujjivan Small Finance Bank
27. YES Bank
28. Ahmedabad Mercantile Co-Op Bank

29. Nutan Nagrik Sahkari Bank Ltd.
30. Rajkot Nagrik Sahkari Bank Ltd
31. Saraswat Co-Operative Bank Ltd
32. SBPP Co-operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co-Op Bank Ltd.
35. The Gujarat State Co-Operative Bank
36. The Surat District Co-Operative Bank
37. The Surat People's Co-Op. Bank Ltd
38. The Baroda Central Co-operative Bank
39. The Panchmahal District Co-Operative Bank
40. The Kalupur Commercial Co-Op. Bank
41. The Rajkot Commercial Co-operative Bank
42. The Banaskantha Mercantile Co-op. Bank
43. Gujarat Gramin Bank

Bank Guarantee of other than above mentioned banks towards Performance Bank Guarantee for Supply & Warranty will not be acceptable.

Note: On receipt of approved list of Bank from GoG, same may be applicable & bidder has to submit fresh BG if Bank name is not included for submitted BG.

6. The Bidders are requested to submit the Execution BG, and Performance BG & Purchase Agreement on Rs. 300 Non judicial stamp.

7. GETCO Beneficiary Bank detail is as under:

1	Name of Account Holder	GETCO LTD.-SLDC-Baroda
2	Current Account No.	250120910000003
3	Name of Bank	Bank of India
4	Branch Code	2501
5	Address of Bank	Bank of India Alkapuri Branch, Race course Circle, Near GEB Office, Vadodara-390007
6	IFSC Code	BKID0002501
7	PAN No	AABCG4029R
8	GST No	24AABCG4029R2ZC

8. Latest Chartered Engineer certificate for manufacturing capacity:-

9. As per Purchase Policy Amendment no. (9) dt.03/08/2019 regarding Conflict of Interest among Bidders/Agents clause No.4.23, Kindly submit authority letter of your representative (Who will make correspondence with GETCO) in tender document

10. Guarantee: - The Guarantee shall be as per Terms & Conditions (BG shall be valid for 1 year)

11. Validity of the Offer: Clause no. 10 of commercial terms & conditions of tender may be read as: "The offer will have to be kept valid for a period of **120 days** from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the 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. ~~Bidder has to submit following document online along with technical bid if applicable.~~
- ~~1. A set of tender drawing~~
 - ~~2. A set of Type test Reports~~
 - ~~3. Manufacturing Quality Plan~~
 - ~~4. Field Quality plan~~
 - ~~5. Erection, testing & Commissioning and maintenance manuals.~~
13. It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods & services for the ultimate benefit of the society and Nation.
14. GETCO management desires to have an integrity pact attached herewith to be signed by authorized person of vendor. However, this document is voluntarily and does not have any legal binding. (Bidder has to attached in soft copy along with technical bid)
15. **Qualifying requirements is put up Separately.**
16. The bidders are requested to submit their bids on - line through our service provider M/s (n) Code Solutions, one day prior to the due date for submission, in order to avoid all complications / disputes at later stage arising due to last moment submission.
17. ~~If bidder fail to submit original copy of type test reports or type test reports are found fake / tampered, then LOI will be cancelled. Also, submitted EMD against the tender will be encashed. Also, such bidders shall not be allowed to participate in the future tender for 3 years.~~
18. **Clause No. 9.1.1 shall be added in Commercial Terms & conditions as under:**
- 9.1.1: Security Deposit if paid will be returned on successful completion of the Order and only after the Performance Guarantee Condition is fulfilled.
- If the full Security Deposit amount is not paid within 15 (Fifteen) days after the receipt of the LOA OR Valid & Notarized NSIC certificate is not submitted, then the LOA/order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of the Corporation) and without entering into any correspondences and this will be binding on the Tenderer.
19. **Commercial terms & condition clause No. 23.1 first para shall be read as under.**
- Penalty shall be @ 0.5% per week or part thereof plus applicable taxes (if any) on delayed portion subject to maximum 10% of the delayed portion order value. in case of supply only,

whereas in case of Projects, the ceiling shall be with reference to total contract value including 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.

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

20. Deduction of TDS under GST:

“TDS under GST @ 2 % (1 % CGST & 1 % SGST or 2 % IGST, as applicable) or at the applicable rate from time to time, will be deducted from the bill of the Suppliers/ Contractors at the time of credit or payment. TDS certificates in the prescribed format will be issued as per prescribed rules under GST.”

21. Income Tax (TDS)

TDS under Income Tax will be deducted on purchase of goods by GETCO @ 0.1% of the sum exceeding Rs. 50 Lacs u/s 194Q from the bill of suppliers / Contractors at the time of credit or payment whichever is earlier. TDS will be deducted on Advance Payment being also made by GETCO to Supplier. Further in some of the cases, where TCS u/s 206 (1H) is applicable also along with TDS u/s 194Q, then only TDS on Purchase of Goods u/s 194Q shall be deductible, as TDS u/s 194Q overrides TCS u/s 206C (1H).

As per the Section 206AB of Income Tax Act, TDS under Income Tax will be deducted at higher rates of the following rates: (Non-filers of ITRs for the past two fiscal years will be subjected to higher TDS)

- a) At twice the rate specified in the relevant provision of the Act,
- b) At twice the rates in force

22. As per Purchase Policy Amendment no. (9) dt.03/08/2019 regarding Conflict of Interest among Bidders/Agents clause No.4.23 as under:

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practice to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may consider to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) They have proprietor/Partner(s)/Director(s) in common: or
- 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 the bid; or
- d) They have relationship with each other, directly or through common third parties, they put 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 manufacture in more than one bid.

- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufactures, one agent cannot represent two manufacturer or quote on their one 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. That bidder shall not have conflict of interest with other bidders for particular quoted item, as above.

Note: Kindly submit authority letter of your representative on N-procure website (i.e. in preliminary bid document).

- 23.** As per Purchase Policy Amendment No. (10) dtd.14.11.2019 (Addition of new clause no. 4.17.5 in Purchase Policy – 2016 for procurement of material) as under:

The supplier has option to **submit single Bank Guarantee**, to cover execution period and Guarantee/Warranty period, equivalent to higher of two Bank Guarantees i.e. Security Deposit and Performance Guarantee as mentioned in Clause No. 4.17.5 to 4.17.7.

It should be valid till completion of Guarantee/Warranty period including additional one month.

However, in case of the delay in execution/delivery extension of Purchase Order, the supplier shall have to extend such Bank Guarantee accordingly

24. Rights of the Owner:

The New Special conditions of contract shall be considered as below:

Owner shall mean the Gujarat Energy Transmission Corporation Limited, Vadodara or any of its group companies i.e. GUVNL, GSECL, MGVL, DGVCL, PGVCL, UGVCL and shall include its legal representatives, successors and assigns.

"In event of failure of the contractor to pay the amount of penalty as demanded, the owner shall be entitled to deduct the amount of penalty for delay from the amounts payable to the contractors under any bills raised under this contract or any other amount payable under any other contract with the GUVNL and its Subsidiary

companies i.e. GETCO, GUVNL, GSECL, MGVL, DGVCL, PGVCL, UGVCL. It is permissible for the owner to adjust the amount of penalty of delay against any Bank Guarantee furnished by the contractor under this contract or any other contract with GUVNL and/or its subsidiary companies."

"RIGHTS OF THE OWNER: -

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the owner shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the Owner shall be entitled to encash and withhold the amount of performance Bank Guarantee or other security, if any, furnished as the case may be. The Owner shall also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security is insufficient to cover the claimed amount or amounts, the Owner shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time-thereafter may become payable to the contractor under the same contract or any other contract with the owner or GUVNL or its Subsidiary companies pending finalization or adjudication of any such claim.

Lien in respect of claims in other contracts:

- a) Any sum of money due and payable, to the contractor (including the security deposit) under the contract may be withheld or retained by way of lien by the Owner against any of its claim in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Owner or GUVNL or any of its subsidiary companies.

It is an agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the Owner till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator or competent court, as the case may be, and the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and as may be duly notified to the contractor."

25. Amendment in commercial terms and conditions – REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or

- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- e. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Moreover, kindly refer the "Office Memorandum" Issued by Ministry of Finance Ref. No. F. No. 6/18/2019-PPD, dtd: 23rd July, 2020 and submit all relevant documents accordingly.

Every bidder/s should, at the time of submission of bid, give a declaration as per attached Certificate for above.

Note:

- ~~1. Bidder has to upload anyone Land Boarder sharing Declaration Certificate on N-procure website i.e. either Certificate A1 or Certificate A2 as mandatory documents. On event of non-submission of Certificate A1 or Certificate A2, their bid shall be out rightly rejected.~~
- ~~2. If bidder upload both certificate i.e. Certificate A1 & Certificate A2, their bid shall be out rightly rejected~~

26. Dispute Resolution Mechanism

Clause No. 50 " ARBITRATION" of Commercial Terms and Conditions shall be superseded by following clause:

For procurement of Goods or Services and Non- Works Contracts:

(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 31, 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 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

NOTE:

Refer commercial terms and condition uploaded with this tender. However, following may please be considered.

- (1) Please refer Annexure -11 of commercial terms & conditions, documents mentioned shall be submitted online.
- (2) All the online Annexure & price bid i.e. Annexure-1 to 16, GTP and price bid are not to be submitted with the physical documents.

(3) Here,

- a. online offer shall be read as all online Annexures/GTP/all forms where bidder has to fill up the data.
- b. Online submitted/attached documents shall be read as “all reference documents (as per Table-A & B) which bidder has to upload/attach in Preliminary stage & Technical stage

(4) While filling up the online “PRICE BID”, please note following:

Applicable GST rates needs to be mentioned in “GST rate with Cess, if any” Column and in case of tenderers opting for composition scheme, “C” shall be mentioned and amount (In Rs.) shall be “0” (Zero) in “Unit GST with Cess, if any per Unit in Rs.” Column of online “PRICE BID”.

(5) Please refer Clause No. 36 of commercial terms & conditions, the required documents shall be submitted /Attached in soft copy only.

(6) Bidder shall have to submit all tender Documents as per Table A & B (i.e. Page no. 19 & 20).

(7) Please read Clause no. 34 of commercial terms & conditions instead of Clause no. 35 for “IMPORTANT INSTRUCTION”

Date:-	SIGNATURE OF TENDERER
Place:-	COMPANY’S ROUND SEAL

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Vadodara

I N T E G R I T Y P A C T

OUR ENDEAVOUR

To create 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 the nation.

GETCO COMMITMENT

- To maintain the highest ethical standards in business and professional

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 payment 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 complete of agreement / contract / work order.

PARTY'S COMMITMENT

Not to bring pressure / recommendations outside GETCO to influence its decision.

- Not to use intimidation, threat, inducement or Pressure of any kind on GETCO 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 of GETCO.
- To abide by the general discipline to be maintained in our dealings.
- To be true and honest in furnishing information including payment to agents / sub-agent.
- Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
- Not to enter into cartel / syndicate / understanding whether formal / non-formal so as to influence the price.

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Name :
Designation :

FOR BANK GUARANTEE FORMAT PLEASE REFER COMMERCIAL TERMS & CONDITIONS :

IMPORTANT FOR BANK GUARANTEE'S:

NAME OF DESIGNATED BANKS:

- a) All Nationalized Banks.
- b) Private Sector Banks authorized by RBI to undertake the state Government business, as per above list.

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

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

- c) Bank Guarantee number and date to be written on every page, of Bank Guarantee & its extension.
- d) If B/G amount is more than Rs. 50,000/-, kindly take sign of two Bank Officer with their respective Employee Code No.
- e) Valid confirmation letter of the concerned Bank in an approved format should be attaché with every Bank Guarantee & its Extension.
- f) Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
- g) Round seal and signature of two Bank Officers should be affixed on every B/G paper.

Table-A

<u>Following Documents (i.e. signed & sealed) are mandatory to be submitted in soft copy in preliminary stage. In absence of it, the bid shall be outright rejected.</u>	
Note:- For any discrepancy between physical EMD cover documents received and online document (Table B), physical EMD cover documents will be considered as final.	
Sr. No.	Description
1	Copy of Tender Fee RTGS/NEFT/Online Detail (as per clause 4 (I) of schedule –A)
2	Copy of EMD DD/ Bank Guarantee/RTGS/NEFT/ Online Detail (as per clause 4 (II) of schedule –A)
3	Notarized copy of EMD Documents if applicable for exemption/ reduced rate EMD payable (refer Clause 4)
4	Copy of Vendor Registration or fees receipt of VR application (not Mandatory)
5	Copy of Notarized Country Boundary Declaration on 300/- Rs. non judicial stamp paper (as per attached format) (Submit only anyone Land Boarder sharing Declaration Certificate i.e. either Cetificate-A1 or Certificate A2) (not Mandatory)
6	Copy of Notarized declaration on Rs. 300/- Non judicial stamp paper as per attached format for Authorized representative.(as per attached format)

During scrutiny of the documents submitted online in soft copies (Table-B), if required, its original copies may also be asked from the bidders for verification of the same

Table-B

<u>These Documents are Mandatory to attach in soft copy in Technical Bid in (n)procure. In absence of it your bid will be outright rejected.</u> <u>All documents must be sealed & Signed</u>	
Sr. No.	Description
(i) Technical & commercial Documents	
1	Tender Schedule-A with all corrigendum
2	Integrity Pact signed by firm
3	Certificate -A
4	Important Instructions
5	Commercial Terms and conditions
6	GETCO Technical specifications
7	Testing results & Type test Reports
8	List of testing equipment's (must have been calibrated up dated) for offered item/s of tender (Not Applicable)
9	List of machinery installed & Testing Facility for manufacturing of offered item/s of tender
10	CE Certificate For Annual production capacity (with shift in operation) of each item manufactured (Factory address and items must be clearly mentioned)
11	Past Executed order copy with GUVNL & its subsidiaries company (last 5

	years) (Must be listed in online Annexure -6) * Order copy must be of same factory works as per submitted copy of Vendor registration. In case of deferment submit supporting document along with PO copy)
12	Performance reports with PO copy (Performance report must be listed in Annexure -7)
13	Quality Assurance Plan
14	Valid Factory License
15	A set of tender drawing
16	Field quality plan (if applicable)
17	Erection, testing & Commissioning and maintenance manuals (if applicable) (Not Applicable)
(ii) Financial Documents	
18	A/c detail/ cancelled Cheque
19	GST Registration
20	PAN CARD
21	Last three Financial years Balance sheet with audited result
22	Last Three Financial year ITR filled
23	Last Three year turn over/ CA Certificate
24	List of Partners/Directors with MoA
25	Partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC
(iii) Certificates	
26	Notarized Copy of BIS License (if applicable)
27	BEE Certificate (if applicable)
28	ISO Certificate
29	Power of Attorney/Board Resolution

1. Bidder must submit all documents mentioned in above table invariably wherever required/applicable with duly sign & seal as per Tender conditions. Please read tender documents carefully.
2. It's GETCO sole discretion to reject the offer without any of above documents.
3. Bidder are requested to name their "pdf" files as per description given in above tables and must be attached at appropriate place (i.e your factory license pdf document must be named as "Valid Factory License" & must be attached at appropriate place only)
4. All above mentioned documents are mandatory and must be attached in Preliminary Bid & Technical Bid. However, in any case some document is not applicable (e.g List of Partner/Directors in case of proprietary Bidder) than, they have to attach PDF document.
5. Document size per field should not be more than 3 MB. For Documents which can be of bigger size more than one fields (non-mandatory fields) are already provided. (For this bidder has to split their document and named them as for Example Type Test Report-1, Type Test Report-2 etc.)

Some extra Non- mandatory fields are also provided in attachment section of online Technical bid. Bidders can utilize these fields if they required more field to attached their documents. Even after this Bidder in not able to upload their all documents, then they are requested to contact SLDC GETCO.