



**GUJARAT ENERGY TRANSMISSION CORPORATION LTD**  
**TRANSMISSION CIRCLE**  
**P. O. Maktampur, BHARUCH-392 012**  
**Telephone No. (02642) 227306 Fax No. (02642) 227303**  
**Email: setrbharuch.getco@gebmail.com**  
**Corporate Identity No (CIN): U40100GJ1999SGC036018**  
**Reg. office:- Corporate Office, GETCO, Race course, Vadodara**



### TENDER NOTICE No: TCBRH/26-27/W-105 EXT-01

Superintending Engineer (TR), Bharuch invites “Sealed tender on percentage rate” for the works of following items. All the bidders, in respect of tender item must have vendor registration with the GETCO viz. prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened.

Tender Papers & Specifications may be down loaded from GUVNL/GETCO web site tender.guvnl.com/www.gseb.com & www.getcogujarat.com (For View & down load only).

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

Communication by Registered Post A.D. or Speed Post addressed to: The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, Circle Office, Maktampur Road, Bharuch-392012

Sr. No.	Description	
1	Tender No.:	TCBRH/26-27/W-105 EXT-01
2	Purchase/Work of	Purchase of Energy efficient BLDC Ceiling fan as per specification for various sub-stations under KIM AM Division under Bharuch Circle
3	Tender Fee ( non- refundable)	Rs. 294.00 ( Rs. 249.00 + applicable GST Rs. 45.00 )
4	Estimated cost without GST in Rs. Laacs	Rs. NA
5	Earnest Money Deposit amount in Rs.	Rs 2500
6	Physical tender/ offer submission last date up to 15:00 hours only (This is mandatory)	16.07.26
7	Date of opening physical technical bid at 16:10 Hours.	<b>16.07.26 [tentative]</b>
8	Tentative Date of Physical opening of Price bid,	Shall be intimated separately.
9	Prices	Firm/Percentage basis
10	Validity of offer	120 days
11	Time limit	45 days

**Note : Payment of Tender Fee as well as EMD Shall be accepted through RTGS/NEFT /Online Only.**

#### **IMPORTANT:**

- This is web-tender.**
- No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the GETCO shall not assume any responsibility for late receipt of tender. The tenders are to be submitted by the intending bidders in single envelop with two separate sealed and super scribed envelopes as listed below:

**Seal & Signature of Bidder**

**“Save Energy for Benefit of Self and Nation”**



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Envelope No.1: Technical bid and pre-qualification requirement, bid data, details Specification.

Envelope No.2: Price Bid.

Technical and post qualification bid details specification (envelope No.1) will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

Price bids (Envelope No.2) of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for further commercial evaluation.

- Bidder has to submit tender fee , EMD in form of RTGS/NEFT/ONLINE only as per date shown in table. Scan Copy of Tender Fee Plus GST as applicable and EMD should be submitted with technical bid.**
- In case of Short submission of document with bid and or clarification required if any required from the bidder**
- Payment of Tender fees & Earnest Money Deposit EMD. Amount should be paid by Online-payment. Payment of Tender Fees & EMD by RTGS/NEFT/on line only. In case of payment through RTGS/NEFT bidder has to mail following details:**

Sr. No	Required Details
1	Name & Address of the bidder
2	Bidder GST No (Active, otherwise disqualify the bidder)
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)

To:

- [setrbharuch.getco@gebmail.com](mailto:setrbharuch.getco@gebmail.com)
- [dec2bharuch.getco@gebmail.com](mailto:dec2bharuch.getco@gebmail.com)
- [aobharuchaccount.getco@gebmail.com](mailto:aobharuchaccount.getco@gebmail.com)
- cashierbharuch.getco@gebmail.com

**Bidder has to provide all above details on the same date of payment so that receipt can be generated.**

❖ GETCO Beneficiary Bank detail is as under:

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	71420200000168
3	Name of Bank	BANK OF BARODA
4	Branch Code	STABRO
5	Address of Bank	Shalimar Complex, Station Road, Bharuch-392002.Gujarat

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6	IFSC Code	BARB0STABRO
7	PAN No	AABCG4029R
8	TAN No	BRDG01026E
9	GST No	24AABCG4029R2ZC

- Bidders are requested to remain in touch with the website for any amendment/ corrigendum or extension of due date etc.
- Tender without EMD and tender fee plus GST as applicable shall be rejected.
- No tender shall be accepted/opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.
- The tenderers shall have to return the Tender duly filled without any additions/ alterations & duly signed page by page. The Tenderers are forbidden from furnishing their own printed/ typed commercial and other terms and conditions.
- The Tenderers shall specifically note that the Tenders are invited on percentage basis only.
- The Tenderers shall specifically note that the quantities mentioned in the Tender are likely to vary as per the actual requirement. As such, the successful tenderer shall have to execute the work at the same order rates for the changed quantities, if any, without any extra compensation whatsoever.
- 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 enquiry should be referred to The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, Circle office, Bharuch.

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

**Yours faithfully,**

**Superintending Engineer (TR)**  
**Transmission Circle office**  
**GETCO Bharuch**

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

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

Part-I: Commercial Terms & conditions

Part-II: Technical specifications & GTP'S, Schedule "A" indicating the quantity & drawings 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) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Infotower, S.G.Road,

Bodakdev Ahmedabad-380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525),

Phone No. 079-26857315/316/317, Fax: 079-26857321/ 40007533, Email: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)

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## **Technical & Financial Qualification requirement**

The bidder should satisfy following minimum technical & Financial requirements....

### A) Technical:

- Bidder quoting for the bid shall be strictly of wholesaler, distributor, dealer or Trader of item. Submit Authorization letter from OEM of reputed brand make Atomberg / Philips/ Crompton /Havells /Usha/Orient / Bajaj or equivalent company
- Experience: Contractor should produce evidence of having experience of supply of same type of material in last 03 years preferably photo copy of orders secured from GETCO/Central/State Govt/Railway/Semi-Govt./Major firms/ Major institute.
- Bidder shall have to submit manufacturer's catalogue/literature showing technical specification of BLDC Fan offered by them as per mentioned in Annexure-A1 of GTP with seal & signature of Bidder on catalogue.
- Bidder shall have to submit GUARANTEED TECHNICAL PARTICULARS (GTP) as per Annexure-B1 with duly sealed and signed by the bidder
- Bidder shall have to submit ANNEXURES -1 to 14 with technical Bid.

### B) Financial Qualification requirement:

- payment of EMD and tender fee.
- Copy of Notarized Power of Attorney as the case may be.
- Attested copy - Details of Partners/Directors of the Firm/Company. Partnership deed along with Form G if applicable.
- Attested Copy of active GST Registration.
- Attested Copy of PAN Card.
- Copy of attested MSME Registration Certificate (If Applicable)

### Note :

- Bidder must submit self-attested copy of all above documents
- 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
- Complete Technical bid, all tender documents (Scan copy of notarized/self-attested as per tender specification) to be submitted Physically.



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## **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. VENDOR REGISTRATION:**

All the New tenderers / Vendors shall have to register themselves with the Corporation by paying Rs.10, 000/- (Non-refundable) for each separate unit. Regular suppliers, who have received and executed the orders for the items, from Gujarat Electricity Board (GEB) Head office, after 1<sup>st</sup> April 1998, are registered automatically for the respective items, looking to their performance.

However, they shall have to fill up a prescribed form (given at the end of this tender document) giving basic details of their set up, turn over, manufacturing capacity, ISO certification, etc. and obtain formal registration from the GEB. They shall have to re-register by paying Rs.10,000/- (Non-Refundable) after 05 years from 01/03/2001. Factory inspection for new entrants is a must.

Irrespective of new or regular party, factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be conducted at an interval of every 2 years. For tender value up to Rs.1 lac (Rs. One lac), vendor registration is not required for the new entrants. For the tender value between Rs.1 lac and Rs.5 lacs, fees of Rs.1,000/- is required to be paid for vendor registration by the new entrants. For the tender value above Rs.5 lacs, fees of Rs.10,000/- is required to be paid for vendor registration by the new entrants as specified above.

On payment of registration fees, Corporation shall depute their representatives / third party inspectors, for factory inspection and verifications of required details and documents. Based on the factory inspection report and verification of required documents, Corporation at its sole discretion shall decide whether to register the firm or not. Payment of registration fees does not guarantee the registration as approved vendor.

The new firm, in respect of tender item/items must have vendor registrations with the GEB / Corporation prior to the date of submission of the tender documents, otherwise their bids will not be opened.

All the tenderers are requested to invariably submit the copies of vendor registration approval letter for the tendered item/items, in the EMD Cover.

### **3. NEW PARTIES:**

The parties, who have not supplied to GEB but have supplied to other SEB's/ Government Organizations, will be considered as new supplier / party. New party has to furnish the proof of execution of orders. It should also get itself registered as a vendor with GEB / Corporation. As far as possible, only manufacturers will be considered and no traders shall be encouraged. The firm who have supplied to GEB or other firm should furnish a self certified list of orders executed for similar tender items, indicating quantity supplied along with performance certificates for the items supplied.

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#### **4. 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. No deviation in specification shall be allowed and Corporation's decision shall be final. **The Corporation also desires that all the suppliers should possess high quality ISO 2008 /ISO 2015 certificate within 2 years from 2015** and other things being equal, suppliers who possess ISO 2008 / ISO 2015 certificate will be given preference in quantity distribution after 01/01/2016. 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.

#### **5. PRICE EVALUATION:**

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis, but without loading GST, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break-up of the end cost. GETCO's decision shall be final and binding on all the parties.

#### **6. Prices:**

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. As per Annexure C). However, the Tenderer should indicate in the Schedule –“A” i.e. Price Bid only, the break-up of Unit F.O.R. Destination Prices stating unit price, GST tax..

7. The validity of tender is 180 days from the date of opening of technical bid

#### **8. IMPORTANT:**

All tender documents, scanned copies of original documents (Notarized / self-attested copies of original – as specified in tender document) along with scan copy of transaction slip of payment made through RTGS/NEFT for Tender Fee & EMD shall be unloaded through on line only ( which is mandatory) on (n) procure portal. No physical documents to be submitted by the bidder .The Bids received after the due Date and Time of opening will not be accepted and the offer will be ignored out rightly. **NO LATE TENDER/ DELYAED TENDER SHALL BE CONSIDERED.** Telegraphic/Telex/Fax/e-mail Bids shall not be entertained.

The Tender Fees is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee may be refunded to bidder(s), at sole discretion of the purchaser company..

#### **9.EARNEST MONEY DEPOSIT:**

a. Bidders are requested to pay an earnest money deposit (As per GETCO purchase policy) by RTGS/ NEFT or by Cash (up to Rs. 10,000/- only )for the amount as specified in the tender notice. Payment of EMD in form of Cheque shall not

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- b. If the EMD amount is more than Rs. 3 Lacs, it should be paid by RTGS/NEFT/Online or Demand draft or Banker's Cheque or Pay order or Bank Guarantee, otherwise RTGS/NEFT/online c. In case of payment through RTGS/NEFT/ Demand Draft/ Banker's Cheque/ Pay Order, the scanned copy of original document/Payment slip shall have to be uploaded with the bid
- d. Tenders not accompanied by EMD shall be rejected.
- e. If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.
- f. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.
- g. In cases, where EMD need not to be paid, valid exemption Certificates duly Notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.
- h. If, SSI / NSIC/MSME copy is submitted against EMD, then it should be authenticated from notary. NSIC certificate more than 03 years old will not be considered and the validity of the same should cover at least the validity period of the tender and thereafter it has to be renewed and submitted immediately.
- i. All the "NSIC" & "SSI" Documents furnished along with the tender should have clear validity as per the tender and should invariably be renewed as per the norms of "NSIC" & "SSI".
- j. The SSI / NSIC/MSME certificate should indicate the manufacture of items offered under this tender. Provisional SSI / NSIC/MSME Registration Certificates are NOT allowed.
- k. 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) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.
- l. Any basic document with regard to EMD will not be acceptable after closing time of On-line bid of Tender.
- m. No interest will be allowed against payment of EMD.
- n. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
- o. Participants not covered under these categories mentioned at Clause No. j. will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical BidThe bidder shall furnish, as a part of its bid EMD, bid security to be paid as under:

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

The contractor will have to pay the 100.00 % Security Deposit at 10.00 % of the order value by demand draft in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD' within 15 days from the date of the issue of LOI, higher percentage of security deposit may be fixed at the direction of The Superintending Engineer. Alternatively, you may pay the entire S.D. in the form of B.G. as per approved format of the GETCO issued by Nationalized/Scheduled Bank. B.G. issued by some co-operative bank is acceptable as per listed under.



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

Security deposit will be reimbursed only after successful completion of warranty period for 12 Months.

The security deposit will be refunded only after the completion of guarantee period of 12 Month of supply of materials or finalization of final Bill whichever is later. (FDR will not be accepted)..

### 13. VALIDITY OF THE OFFER:

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.

### 14. RAILWAY RECEIPT (R.R.) / TRUCK RECEIPT (T.R.):

All goods should be dispatched freight paid and the R.R./T.R should be forwarded directly to the consignee by registered letter and not through any Bank or the Corporation's Office at Vadodara. It should be immediately intimated on dispatch of the stores, as otherwise demurrage charges if any paid by the consignee will be deducted from supplier's bill. It is essential that packing notes and prices invoices should be furnished to the consignees in respect of every consignment with a copy to this office. A clear R.R./T.R. should be obtained from the Railway authorities / Transport Authorities without any ambiguity, otherwise the supplier



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will be held responsible for any damages / shortage claim rejected by the Authorities for want of a clear R.R./T.R.

**Materials may be dispatched by any convenient mode of transport and up to Corporation's stores i.e. F.O.R. Destination various Substation under KIM Division**

#### **15. 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.

#### **16. 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.

#### **17. ACCEPTANCE OF STORES:**

All or any stores and materials **to be supplied at F.O.R. Substation under KIM Division.** 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.

#### **18. GOODS & SERVICE TAX:**

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

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to GETCO 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 GETCO, without GETCO 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. GETCO may at its discretion consider such offer with



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presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

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

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

Further, the GETCO 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

#### 19. UNLOADING:

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

**20. STATUTORY VARIATION:** Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to the Corporation'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 the Corporation. The same will be applicable for enrolment of VAT as well.

#### 21. PAYMENT TERMS:

Payment shall be made by the GETCO, either directly to you for the materials supplied as per GETCO's standard payment terms and conditions on receipt of S.R. Note from the consignee.



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**All payments against this order by GETCO will be made through RTGS/NEFT, subject to a stamped receipt for the payments as advises, being sent in advance. Such advance receipt may be headed Advance Receipt.**

**PAYMENT TERMS UNDER MSME ACT:**

(1) You have to update your MSME detail on GETCO's website by following link <https://getco.co.in/msme/> (and intimate to concern bill submitting office with copy to this office).

(2) The payment will be made within 45 days from the **\*date of acceptance** or the **\*\*date of deemed acceptance** of goods or Services i.e. After submission of all required documents as per AT Terms & time to time circular issued by GETCO's Corporate Office as well as statutory requirement to process the Bill.

\* **"Date of acceptance"** means

(a) The day of actual delivery of goods or the rendering of services; or

(b) Where any objection is made in writing by the buyer regarding acceptance of goods or services, the day on which such objection is removed by the supplier;

\*\* **"Date of deemed acceptance"** means

where no objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days of the delivery of the goods or the rendering of services, the day of the actual delivery of goods or the rendering of services;

**22. REPEAT/ADDITIONAL ORDERS:**

The GETCO 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 4 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.

**23. DELIVERY PERIOD:**

The Time limit (delivery period) for aforesaid supply is 45 days from the date of issue of purchase order.

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

[a] The date of inspection of materials will be reckoned, as the date of dispatch, provided the due quantity of materials are offered for inspection giving 15 days' time to CORPORATION for arranging the inspection i.e the firm has to offer the inspection call 15 days prior to the proposed date of inspection. No tentative date, tentative quantity for inspection should be given and if given the same will be ignored and the same will not be treated as call for inspection. In case the material is offered for inspection on the last week of the scheduled period, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract.

All the ordered materials should be offered for inspection strictly as per delivery schedules as mentioned in the detailed order, without linking to payments by CORPORATION.

[b] In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by CORPORATION subject to levy of penalty as per clause no.24 for Penalty for late delivery. In that case the penalty will be levied from the last date of delivery schedule and up to the TRC date. The delivery period will include the time required for pre-dispatch inspection of materials.

**Seal & Signature of Bidder**

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However, if the material is not kept ready for inspection after intimation of the said quantity then all consequences will be to suppliers account and CORPORATION will recover the actual expenses of to & fro travelling fares plus Rs.1000/- per day per employee towards reimbursement of other costs.

[c]In order to avoid delay in dispatch of the inspected lot materials, if the materials are found OK then written dispatch instruction will be given by COMPANY inspector at suppliers works and the date on which these written instructions are issued will be reckoned as date of dispatch instructions and materials are to be dispatched to respective consignees within 45 days thereafter OR if written dispatch instructions are not given by CORPORATION inspector at works, then materials are to be dispatched to respective consignees within 45 days from date of DI received by you, from CORPORATION.

In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 45 days, as the case may be, from the date of issue of Dispatch Instructions, Penalty shall be @ 0.5% per week or part thereof on delayed portion subject to maximum 10% of the Order Value (End Cost) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

However, in case of supply, if 85% or more of order value is completed within delivery schedule and company can utilize the completed supply in the system, in such case penalty for remaining quantity shall be @ 0.5% per week or part thereof plus GST as applicable on delayed portion subject to maximum 10% plus GST as applicable of the delayed portion order value (End Cost).

All the inspection results for the inspected materials carried out at the first instance will be binding to the supplier irrespective of passing the tests OR failure. If the supplier re-offers the same materials for re-inspection then it will be solely at CORPORATION' discretion to accept the same or not. If the subsequent testing's are to be carried out, then all the expenses of the inspector and other expenses incurred by CORPORATION will be to tenderers account. This will be binding on you.

**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 **(F.O.R Substations under KIM Division.**

**25. PENALTY FOR LATE DELIVERY:**

Any delay that may take place in supply and / or erection, testing and commissioning activities beyond contractual cutoff date / stipulated period in the order shall be subjected to penalty (not liquidated damages) at the rate of ½% of the contract price / order price per week or part thereof plus GST subject to a maximum of 10% of the total contract value / order value plus GST (i.e. End cost including all taxes & duties) and not on uncompleted portion.

**(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.**



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**“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”.

Explanation: The expression contractual delivery date shall mean and included any date on which, or the last day of the period within which, the whole part of the goods are contacted to be delivered.

**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, excise duty, sales tax 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 A/T referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date and
- b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T 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, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the A/., which takes place on or after the contractual delivery date of the said A/T.
- 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.

**Seal & Signature of Bidder**

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**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 may submit requisite descriptive literature and all other required documents like technical data, literatures, list of testing equipment's, list of equipment's / machinery of manufacturing the tender item/s etc. duly scanned / photo copy as an attachment with tender online only. Tenderer will be at full liberty to provide information and data about his 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 suppliers 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 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



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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. Date and issuing authority.
  - (2) Registration No. under shops and Estt. 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 should be furnished along with the tender.
  - (5) Audited Accounts of last three years of the firm.
  - (6) The valid Notarized copy of relevant and valid BIS License copy along with all enclosures. Provisional BIS / IS Registration Certificates are NOT allowed. If the firm is certified ISO Company (Provisional Registration Certificates are NOT allowed), then all the relevant documents duly Notarized be furnished.
  - (7) Latest valid Authorize dealer certificate from Manufacturer
  - (8) PAN card registration
  - (9) Copy of similar nature of work executed
  - (10) Dimensional Drawings, Guaranteed technical Particulars GTP, Catalogue of product along with company seal and signature of the Tenderer
- 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 / Proprietor / Directors of their manufacturing firm and updated Address / Telephone, e-mail ID, Fax Numbers (Office & Residential) etc., along with the name of authorized signatory in the Annexure – 3 of invariably. Bidder are informed that only their employee authorized in writing will only be allowed as their “Authorized Representative” for all purpose to deal with CORPORATION in respect of this tender.

**38.** Please give suitable **declarations** in e-tendering / online format that “I / We declare that we are manufacturer for all the tendered items”. (Please refer Annexure-15 form).

**39. GUARANTEE:** If the goods stores are found defective due to bad design materials, workmanship, Packing the same should be replaced/repair by you free of charge if reported within 24 Months of their receipt at site.

If defects Found repeated, order placed on you will be cancelled and same will be purchase from other party at your risk and cost. Items are to be offered as per the tender specification and requirement only.



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Suppliers have to replace/repair failed items within 30 days, failing to which COMPANY may initiate punitive actions.

You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.

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

**41 The Corporation would prefer the offers from Registered supplier directly.** All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered.

**The Tenderer should ensure that minimum production, manufacturing and routine testing facility required for manufacturing of the tendered products as per IS standard is available in-house. If the same is available else where, then the Corporation reserves right to reject the offer out rightly.**

The Corporation reserves the right to inspect, suppliers factory at any time during the currency of the contract in case order is placed on supplier and also to inspect each manufactured lot before testing / packing / dispatch.

**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.** The materials offered for inspection shall be in duly packed condition ready for putting the embossing of the seal by the inspector on the lead seal which is provided on the packing by the supplier by passing a sealed wire through it, as per our approved method. The Inspector will inspect only a few packages and select samples at random for testing or testing's as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.

**44. AUDIT INSPECTION:**

From the lots inspected by the User Department Inspector, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's of COMPANY or other stores of COMPANY at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by COMPANY at Government approved laboratory in presence of representatives of supplier and COMPANY as per relevant ISS/BIS/ COMPANY specifications. The test results will be binding on the suppliers and COMPANY, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, COMPANY will deduct maximum upto 30% (Thirty) of the End Cost Price plus GST as applicable. If the same are not utilized / consumed, then COMPANY may



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ask for replacement at sole discretion of COMPANY or may accept with maximum deduction upto 30% (Thirty) of the End Cost Price plus GST as applicable, and all these will be binding on the supplier.

In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by COMPANY for testing and if subsequent testing are to be carried out (which will solely at COMPANY discretion), then all Testing fees, expenses of the inspector and other expenses incurred by COMPANY plus GST as applicable will be to supplier's account. The decision in this regard for acceptance as above of COMPANY shall be final and this will be binding on the supplier.

Please refer audit inspection clause of technical specification of tender for applicability of penalty in case of distribution transformer

#### **45. Relationship with employee:-**

Every bidder should, at the time of submission of bid, give a declaration as under.

“If in any Bidder Company/ firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/ her relative as defined in Section 2(77) of the Company's Act. 2013 is 10 percentage or more, the tendering Company will not deal with such Company/ Firm at all.

Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately **disqualify** the tenderer for further dealing with the tendering Company.”

**46.** All supplies are to be offered to the inspection and approval of COMPANY. COMPANY will depute an officer or authorize D G S & D, OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of COMPANY. At least 30 days' notice should be given prior to the dispatch of the stores in case of plants and equipment's and 15 days' notice in case of general stores, in order to enable COMPANY to detail on inspection.

COMPANY also reserves the right to waive the inspection before dispatch and authorize the consignee to carry out the final inspection on receipt of the stores at site..

#### **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:

- To recover, from the supplier as agreed, by way of penalty clause above, or
- 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
- To cancel the contract.

In the event of the risk purchase of stores of similar description, the opinion of the Corporation shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to pay for any loss which the Corporation may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.



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The decision of the **Corporation** shall be final as regards the acceptability of stores supplied by the supplier and the **Corporation** shall not be required to give any reason in writing or otherwise at any time for rejection of the stores. **Further, “GETCO” 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 nay 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 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..

**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. **Bharuch**.

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

**51. SUBMISSION OF OFFERS:**



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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.

**52.** 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.

**53.** 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.

**54.** 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.**

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

**56. QUANTITY TOLERANCE:**

**The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) in format of tender only.**

**57.** 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.

**58.** 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.

**59.** 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.

**60.** All the suppliers / manufacturers should possess high quality ISO 2008 / ISO 2015 Certificate within 2 years. Other things being equal the company possessing the ISO 2008 / ISO 2015 license will be given preference if other requirements match.



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**P. O. Maktampur, BHARUCH-392 012**  
**Telephone No. (02642) 227306 Fax No. (02642) 227303**  
**Email: setrbharuch.getco@gebmail.com**  
**Corporate Identity No (CIN): U40100GJ1999SGC036018**  
**Reg. office:- Corporate Office, GETCO, Race course, Vadodara**



**61.** 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.

**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 Annexures 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.** 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.

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

- 1) Schedule-"A"
- 2) Schedule-"B"
- 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 along with the Technical Bids.

**74.** 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.

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

**76.** 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.

**77. PURCHASE AGREEMENT:**

The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee.



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The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between SE & the authorized representative of successful bidder as mentioned hereunder.

Agreement:-

77.1 On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the Corporation and the successful Bidder.

77.1.1 An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company &

77.1.2 From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under :

77.1.2.1 If the Authorized Representative is from a Partnership Firm, then a certified copy of the Registered Partnership Deed must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;

77.1.2.2 If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &

77.1.2.3 If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.

Upon submission of security deposit and signing of Agreement, **Corporation** shall issue a detailed A/T /order incorporating various terms and conditions.”

**78.** In case due to any technical snag at bidder's end or at service providers for e-tendering, the bidder could not submit them on line tender in prescribed time limit, COMPANY is not held responsible for the same and in that case Corporation will not entertained any request / representation

79. Cartel:-

If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.

Besides the above the purchaser Company, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.

**80. All tender documents, scanned copies of original documents (Notarized / self-attested copies of original – as specified in tender document) along with scan copy of transaction slip of payment made through RTGS/NEFT for Tender Fee & EMD shall be unloaded through Physical copy only ( which is mandatory). Bidders shall compulsorily pay tender fee and EMD through RTGS/NEFT only. No physical, Demand Draft / Banker's cheque or Pay order for tender fee and EMD to be submitted by bidders.**

81. Use of Materials:



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- I. The contractor shall have to use the best quality of materials in the work, as per the specifications and relevant I.S. codes. In case Corporation desires to carry out any field test/laboratory test for any materials required for the work, the contractor shall arrange for the same at his own cost. Further, if any testing is required same shall be arranged by the contractor at his own cost. The contractor shall have to maintain the regular records for such testing and shall submit along with each R.A. bills.
- II. No collection of materials shall be made before it is got approved from the Engineer-in-charge.
- III. Materials, if and when rejected by the Engineer-in-charge shall be immediately removed from site of work.
- IV. Approval to the samples of material given by the EIC shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such material being rejected by E.I.C.
- VI. Approval to any of the executed item for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawing and specification

### TECHNICAL SPECIFICATION

#### Annexure – “A1”- Technical Specification

**“Energy efficient BLDC Ceiling fan as per specification with Buyback “**

Sr. no.	GETCO Specification
	Make : Preferable Make: Atomberg / Philips/ Crompton /Havells /Usha/Orient/Bajaj or any reputed brand
	Model No.
	Manufacturing year
1	Power Consumption : Max 32 W
2	Type: BLDC Motor
3	Energy rated: 5 Star
4	Input Voltage: 140-270 AC
5	Runtime on Inverter
6	Color: Gloss Brown / Ivory /White
7	Sweep: 1200 mm
8	Blade length: 48 Inches
9	Speed: 350 RPM
10	Air Delivery CMM(m <sup>3</sup> /min): minimum 230
11	Remote control (Available / not available)

Seal & Signature of Bidder

“Save Energy for Benefit of Self and Nation”



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12	Blades :- Rust proof aluminum blades
13	Wide tipped blades for higher air delivery
14	Regulator compatible (yes/no)
15	<b>Warranty / Guaranty Minimum 03 Year</b>

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

2. Bidder shall have to submit sample with technical bid as per specification, if sample quality not found as per specification then bidder will be disqualified.

\*\*\*Supply with all accessories, Loading/Unloading, Transportation, Insurance, freight All Inclusive with rate, No other Charges will pay by GETCO.

**Annexure – “B1”- GUARANTEED TECHNICAL PARTICULARS**

**For Energy efficient BLDC Ceiling fan as per specification with Buy back “**  
**(TO BE FILLED IN BY THE TENDERER AND FURNISH WITH TECHNICAL BID)**

**(Values,parameter ,description should be mentioned on part of bidder as per catalogue submitted)**

Sr. no.	GETCO Specification	Specification offered by the bidder ( fill up by the bidder)
	Make : Preferable Make: Atomberg / Philips/ Crompton /Havells /Usha/Orient/Bajaj or any reputed brand	
	Model No.	
	Manufacturing year	
1	Power Consumption : Max 32 W	
2	Type: BLDC Motor	
3	Energy rated: 5 Star	
4	Input Voltage: 140-270 AC	
5	Runtime on Inverter	
6	Color: Gloss Brown / Ivory /White	

Seal & Signature of Bidder

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7	Sweep: 1200 mm	
8	Blade length: 48 Inches	
9	Speed: 350 RPM	
10	Air Delivery CMM(m <sup>3</sup> /min): minimum 230	
11	Remote control (Available / not available)	
12	Blades :- Rust proof aluminum blades	
13	Wide tipped blades for higher air delivery	
14	Regulator compatible (yes/no)	
15	<b>Warranty / Guaranty Minimum 03 Year</b>	

**SPECIAL CONDITIONS FOR SUPPLY & INSTALLATION:**

- 1.** Material to be supplied must have Manufacturing year after January -2025 only
- 2.** BLDC Fan shall be supplied as per Annexure-C.
- 3.** The agency has to arrange transportation at his own cost.
- 4.** The GETCO will not be in any case responsible for any delay in completing the job. No. extra charge for any matter, whatsoever will be paid to the contractor. If contractor fails to execute the work in reasonable time, the job will be done at contractor's risk and cost. Penalty/additional expenditure as per GETCO rules will be levied and will be recovered from the contractors running bills/deposit etc. will be forfeited, reserving all rights of the GETCO to recover from balanced dues.
- 5.** Contractor will abide by and fulfill all the terms and conditions and general terms & conditions of the contract for works as prescribed by GETCO.
- 6.** Supplier will have been informed for demonstration of material for matching of all technical parameters mentioned by agency in tender if required or Inspection of material whatever decided by GETCO after confirming validation of all documents submitted in Technical bid.
- 7.** Agency has to offer only single make, type & model and mentioned same in all formats with all technical parameters. For mentioned make & type detail drawing/ Catalogue/ test certificate must be required in technical bid. All specifications are mentioned for single make & type of BLDC Fan only.
- 8.** Certification from manufacturer for Authorized dealer for spares & service of quoted make required compulsory for qualification.
- 9.** Material shall be delivered at various substation under KIM AM Division. Dispatch quantity will be informed in detail Purchase order & dispatch instruction.

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

**Note:**

**Seal & Signature of Bidder**

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- 1) Supplier shall have to submit specification, test results, with drawing, product Catalog in technical bid with duly signed of bidder
- 2) Successful contractor has to submit manufacturer Warranty document to Engineer – In –Charge.
- 3) Above lighting /Fan material will be of the same brand having same specification as specified in technical bid of the tender i.e. of brand Philips/CGL/Surya/Grace/Kition or any Equivalent for Light and Crompton, Orient, Bajaj, Usha, Atomberg or equivalent make for BLDC Fan ISI mark only. Bid offering subjected material other than required brand will be rejected without any further correspondence
- 4) The contractor shall have to supply the best quality of materials, as per the specifications and relevant I.S. codes.
- 5) Material shall be delivered at various TR divisions under Bharuch Circle.
- 6) **No material supply shall be made before it is got approved from the Engineer-in-charge.**
- 7) Materials, if and when rejected by the Engineer-in-charge shall be immediately removed from FOR destination
- 8) Approval to the samples of various materials given by the EIC shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such material being rejected by E.I.C.
- 9) The agency shall be responsible for replacement of any material/ equipments for any defect may arise within ONE year or warranty period. In case of repeated defect of any material shall be liable to the tender for replacement of complete material/equipment at free of cost.
- 10) Supply should be made properly with complete technical specifications as per the specifications under the supervision of Engineer In-Charge.
- 11) The procurement of various materials shall be either from the manufacturers or their main authorized dealers/distributers to ensure that no duplicate/spurious makes are used in the works.  
Any misleading in such case, GETCO reserves the rights for decision in the matter and same shall be binding to the tenderer/contractor.
- 12) The successful tenderer shall have to supply as per agreed “GUARANTEED TECHNICAL PARTICULAR” of the tender.

*Signature of Bidder*  
*Date: Place*

*Company's Seal*

### Annexure C: Location to be Dispatch

Sr no	Location of Dispatch	Contact Person	Address for communication	1200 mm Ceiling BLDC fan
1	Various Substation under KIM AM Division	EE AM KIM-9099019613	KIM TR Division At Lindyat PO. Karanj, KIM Mandavi Road Tal. Mangrol Dist. Surat KIM-394110 Email: eetrkim.getco@gebmail.com , kimeetr@rediffmail.com	150
			Total Qty	150

**Seal & Signature of Bidder**

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**ANNEXURE – 1**

**Subject: Supply of \_\_\_\_\_**

**Reference: Tender inquiry No. TCBRH/26-27/W-105 EXT-01**  
**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 clause no.38 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 outrightly 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:**



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## ANNEXURE – 2

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

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

**Seal of the Firm**

**Signature of the tender**

**Date:**

**Seal & Signature of Bidder**

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**ANNEXURE – 3**  
**DETAILS OF THE FIRM**  
**(TO BE SUBMITTED )**

These details are necessary to create the database of suppliers

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

**Seal & Signature of Bidder**

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STD Code.			
Mobile No.			
Web site address			
Email-id			
Specimen signature			

**ANNEXURE – 3 (Continued)**

**DETAILS OF PARTNERS / DIRECTORS OF FIRM / COMPANY**

Sr. No.:	Name of Partners / Directors no. as applicable	DIN	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
----------	---	-----	------------	--	--

1

2

3

Name of Authorized Signatory:

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

Date: Signature of Bidder  
Place

Company's Round Seal

Seal & Signature of Bidder

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**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.

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

*Date:* *Signature of Bidder*  
*Place*

*Company's Round Seal*

**Seal & Signature of Bidder**

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**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.

Note:

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

Signature of Bidder  
Company's Round Seal  
Date:  
Place



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**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	<b>GUVNL (Formerly GEB ) COMPANY/UGVCL/DGVCL/PGVCL/GETCO/GSECL</b> <b>(List of orders to be submitted <b>ONLINE</b> Refer clause no. 8)</b>						
1)							
2)							
3)							
B	<b>OTHER STATE ELECTRICITY BOARDS:</b>						
1)							
2)							
3)							
B	<b>PRIVATE FIRMS:</b>						
1)							
2)							
3)							

Signature of Bidder  
Company's Round Seal  
Date:  
Place



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**ANNEXURE – 7**

**LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID**  
**(PHOTO COPYIES OF PERFORMANCE REPORTS TO BE SUBMITTED )**

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

Signature of Bidder  
Company's Round Seal  
Date:  
Place



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**ANNEXURE – 9**

**LIST OF THE TENDER DRAWINGS**

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

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

Date: *Signature of Bidder*  
Place

*Company's Round Seal*



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ANNEXURE – 10  
(TO BE SUBMITTED)

1	PRICES: [FIRM /VARIABLE]	FIRM /VARIABLE
2	<p>GST :[In percentage]</p> <p>(If opted for Composition under GST, please mention “C” instead of percentage)</p> <p>(In case different rate of GST applicable on different items, details shallbe provided separate annexure)</p> <p>Please quote your GST Registration No.&amp; Date of the location wherefrom Supplier / Contractor intends to supply goods / services)</p>	_____ %
	<p>SALES TAX: [In percentage]</p> <p>(Please Specify EXCLUSIVE / Inclusive in Ex-work price /EXEMPTED/ NOT APPLICABLE)</p> <p>Please quote your Sales Tax Registration No. &amp; Date.</p> <p>Goods offered are First sale or second</p>	
4	<p>PENALTY TERMS OF TENDER AGREED:</p> <p>(Clause no.:25) (Please Specify YES / NO.)</p>	YES / NO
5	<p>PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF TENDER AGREED: (Cl.no.9)(Please Specify YES / NO.)</p>	YES / NO
6	<p>PERFORMANCE GUARNTTEE TOCOVERWARRANTYPERIOD TERMS OF TENDERAGREED: (Wherever applicable): (Cl.no.43) (Please Specify YES / NO.)</p>	YES / NO
7	<p>DELIVERY TERMS OF TENDERAGREED:</p> <p>(Please Specify YES / NO.) (It should not be different than declared / mentioned in Annexure-5) (Please refer Cl. no. 23 of comm. T &amp; C and as per schedule-A of tender)</p>	YES / NO
8	<p>VALIDITY OF THE OFFER OF TENDERAGREED (clause no.:10)(Please Specify YES / NO.)</p>	YES / NO
9	<p>PAYMENT TERMS OF TENDER AGREED:</p> <p>(Clause no.:20) (Please Specify YES / NO.)</p>	YES / NO



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10	ITEMS OFFERED : Briefdescription :	1.
		2.
		3.
		4.
		5.
11	QUANTITY OFFERED ( It should not be different than declared / mentioned in Annexure-4)	1.
		2.
		3.
		4.
		5.

Note: %age/amount of GST/Cess will be considered as offered inprice bid



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*ANNEXURE – 11*

**(SCANNED / PHOTO COPY OF EACH OF FOLLOWING TO BE SUBMITTED ONLINE ONLY)**

*Vendors must furnish the below details /documents along with technical Bid :*

- 1) GST Registration no. and date and issuing authority of the location wherefrom supplier intends to supply the goods / services.*
- (2) Registration No. under shops and Estt. 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) Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC*
- (5) List of machinery and production capacity and Items manufactured.*
- (6) List of Orders executed for similar nature of work.*
- (7) Audited Accounts of last three years of the firm.*
- (8) ISO 9001 / ISO 9002 Certificate Details.*
- (9) The valid Notarized copy of relevant and valid BIS License copy along with all enclosures. Provisional BIS / IS Registration Certificates are NOT allowed. If the firm is certified ISO Company (Provisional Registration Certificates are NOT allowed), then all the relevant documents duly Notarized be furnished.*
- (10) Latest valid Authorize dealer certificate from Manufacturer*
- (11) PAN card registration*
- (12) Dimensional Drawings, Guaranteed technical Particulars GTP, Catalogue of product along with company seal and signature of the Tenderer, test report*

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



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ANNEXURE – 12

TECHNICAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY

Large empty rectangular box for technical deviations.

Date:

*Signature of Bidder*

Place

*Company's Round Seal*

Seal & Signature of Bidder

“Save Energy for Benefit of Self and Nation”



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**TO BE DISCUSSED**  
**ANNEXURE – 13**  
**(To be submitted in online mode)**  
**(UNDERTAKING IN REGARD TO QUOTED PRICE)**

(All bidders will have to furnish the following undertaking duly filled in, for all the quoted item/s of the tender along with online Technical)

<p>[A] Bidder shall mention confirmed/Not confirmed in provided box.</p> <p>“This is to certify / confirm that during past 3 months from the last date of submission of the above tender, we have not quoted/offered the unit ex-worksprice with excise duty / VAT/GST/Cessfor the tendered item/s (with similar specifications as per the above tender of COMPANY) at the unit ex-works price with excise duty/ VAT/GST/Cess to other subsidiary company of GUVNL, which is lower than the unit ex-works pricewith excise duty/VAT/GST/Cess quoted/offered in the above tender by us for the aforesaid tendered item.</p>	<p>Confirmed/ not confirmed</p>																
<p>[B] If not confirmed at [A] above, please fill up the following.</p> <p>The unit ex-works price with excise duty/VAT/GST/Cess quoted/offered (with similar specifications as per the above tender of COMPANY) by us to other subsidiary company of GUVNL at the prices lower than this tender during the last three (3) months are given below:</p> <table border="1" data-bbox="159 1062 1338 1241"> <thead> <tr> <th>Sr. No.</th> <th>Name of tender item</th> <th>Name of buyer</th> <th>Unit ex-work price with excise duty/VAT/GST/Cess in Rs.</th> </tr> </thead> <tbody> <tr> <td>#</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>#up to 25 Nos. of Rows</p>	Sr. No.	Name of tender item	Name of buyer	Unit ex-work price with excise duty/VAT/GST/Cess in Rs.	#												
Sr. No.	Name of tender item	Name of buyer	Unit ex-work price with excise duty/VAT/GST/Cess in Rs.														
#																	
<p>[C] Bidder shall mention accepted/Not accepted in provided box.</p> <p>We further accept and confirm that if the above prices as per [B] quoted/offered are lower than the prices of this tender or if subsequently it comes to the knowledge of COMPANY that we have quoted/offered the unit ex-works price with excise duty /VAT/GST/Cess or tendered item/s (with similar specifications as per the above tender of COMPANY) to other subsidiary company of GUVNL, which is lower than the unit ex-works price with excise duty /VAT/GST/Cess quoted/offered by us in the present tender of COMPANY for the tendered item/s during past 3 months from the last date of submission of this tender and till LOA is placed under this tender by COMPANY, COMPANY is authorized to place the LOA / A/T for the above tendered item/s at lowest of the such lower unit ex-works price with excise duty /VAT/GST/Cess quoted/offered by us during this period and we undertake to accept the LOA / A/T at such lowest unit ex-works price with excise duty/VAT/GST/Cess.”</p>	<p>Accepted/ not accepted</p>																

**NOTE:**  
**BIDDERS MUST MENTIONED / PROVIDE TEXT / WORDS OF “CONFIRMED / NOT CONFIRMED” IN BOX OF PART [A] and “ACCEPTED / NOT ACCEPTED” IN BOX OF PART [C] OF ABOVE ANNEXURE -13 IN ONLINE MODE. THE WORDS OTHER THAN ABOVE SHOULD NOT BE ALLOWED / CONSIDERED OTHERWISE THE BID MAY BE REJECTED WITHOUT GOING IN TO FURTHER CORRESPONDANCE WITH BIDDER.**

Seal of the Firm

Seal & Signature of Bidder

Signature of the Tenderer

“Save Energy for Benefit of Self and Nation”



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ANNEXURE – 14

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

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

Ref: Tender No.:

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

Seal of the Firm

Signature of the Tenderer



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*ANNEXURE-15*

*(TO BE SUBMITTED )*

*Ref.:*

*Date:*

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

*Confirm / Not Confirm:* \_\_\_\_\_

*Name of Bidder / Manufacturer:* \_\_\_\_\_

*Address of the works:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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**(TO BE SUBMITTED )**

Tender for Supply of \_\_\_\_\_

Tender No. TCBRH/26-27/W-105 EXT-01  
Due On:

On Firm's Letter Head

**CERTIFICATE – “A”**

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

**Seal of the Firm**

**Signature of the Tenderer**

**With Designation**

**Place:**

**Date:**

**Seal & Signature of Bidder**

**“Save Energy for Benefit of Self and Nation”**



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(TO BE SUBMITTED)

To,  
Superintending Engineer  
Circle Office Bharuch  
GETCO  
392012

### 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 outrightly 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.



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**(on Non-judicial stamp paper of Rs.300/- duly Notarized)**  
**A G R E E M E N T**

**THIS AGREEMENT** made on this ..... day of ..... Two thousand .....

**BETWEEN**

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

**AND**

..... (Name of the Company), having Registered Office at  
 ..... And represented by  
 ..... (Name and designation of the Authorized Officer (here in  
 after called “**The Purchaser / purchaser Company**”, which expression where the context so requires or  
 admits shall include his administrators, executors, 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 there from respectively or are reasonably necessary for the in-time  
 and in manner supplies as mentioned and subject to the general / commercial terms & conditions and  
 stipulations contained in this agreement.

**Seal & Signature of Bidder**

**“Save Energy for Benefit of Self and Nation”**



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

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

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

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

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

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

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

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

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

#### **SCHEDULE**

List of documents:

**Seal & Signature of Bidder**

**“Save Energy for Benefit of Self and Nation”**



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- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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

**Place:**

**Date:**

**1. Signed, Sealed and delivered by:**

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

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

**(Complete Name, Address of the 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 authorised officer as per DOP of the Purchaser Company)**

In the presence of Name, Full Address & Signature:

i) \_\_\_\_\_

ii) \_\_\_\_\_



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# PRICE BID



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**SCHEDULE-A**

Sr. No.	Item description	U O M	Qty	Rate Rs.	Amount in Rs
	<b>Part – A for supply of new BLDC FAN</b>				<b>Rs.</b>
1	Power Saver Celling Fan (Indoor): 5 star , BLDC Technology, Power Consumption: 32 W, RPM: 350 , Voltage range : 180 - 280V of any reputed brand	No s	150		
				Sub Total Rs	
				GST @ 18%	
				Total Amount of Part A	

**I/We hereby accept all the conditions and specifications of this tender document and accordingly,**

**I/We am/are willing to supply the material/work at Total Rs. -----**

**(Rupees-----).**

**Name of Firm:**

**Address of Firm:**

**Authorized Signatory and Seal:**