



GUJARAT ENERGY TRANSMISSION CORPORATION LTD

(Government of Gujarat undertaking)

ASSET MANAGEMENT CIRCLE OFFICE ANJAR

220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110

Email: seanjar.getco@gebmail.com, Phone No: 99252 11151

Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007

(CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com



TENDER NOTICE No.:- Anj/CMC/e-Tn-152/2026

TECHNICAL BID

NAME OF TENDER	:	Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle.
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Technical Bid (All relevant documents) and Price Bid both must be submitted online only. No physical bid accepted.

Payment of Tender Fees/E.M.D. can be accepted by RTGS/NEFT/Online Only

NAME OF PARTY : _____

DUE DATE :

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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GUJARAT ENERGY TRANSMISSION CORPORATION LTD.
ASSET MANAGEMENT CIRCLE –ANJAR

NAME OF TENDER: Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle

TENDER INDEX

Sr. No.	Particulars
1	Tender Notice
2	Qualification Requirement
3	Specification
4	Annexure–“B” GUARANTEED TECHNICAL PARTICULARS
5	Annexure–“C”
6	SPECIAL INSTRUCTIONS TO TENDERERS
7	General terms conditions
8	Commercial & Technical terms & conditions
9	Agreement Detail to furnish, etc.
10	SCHEDULE-B

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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Superintending Engineer, Transmission Circle GETCO Anjar invites “On line Tenders” (e-tendering) for the **Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle** who fulfill the QR as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfill all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration.

Tender papers & specifications may be down loaded from web site <https://getco.nprocure.com> (for view, download and online submission) and GUVNL/GETCO websites www.gseb.com & www.getcogujarat.com (for view & download only). “All the relevant documents of tender to be submitted online. **Tender Fee and E.M.D. should be paid in RTGS/NEFT/Online in favor of GETCO, Anjar. Bank details are specified in Tender.**”

The Superintending Engineer Gujarat Energy Transmission Corporation Limited., Transmission Circle Office, 220KV Anjar S/S Compund on Bhuj Road, Anjar – Kutch - 370110

“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

Tender Notice No	Name of work	Estimated Cost (including 18% GST) Rs.	OLM (Buy-Back) Cost (including 18% GST & 2% TCS)	Time limit	Tender fee Rs.	EMD Rs.
Anj/CMC/e-Tn-152 /2026	Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle			1 Month	(500 + 90 (GST 18%)) = Rs.590/- (Non-refundable)	Rs. 7500/-

Contractor : Bidder quoting for the bid shall be strictly of OEM (Original Equipment manufacturer)/ OES (Original Equipment suppliers) or their suggested authorized dealer/distributor/Channel partner and has to submit authorized dealership/distributorship/ Channel partner certificate with valid time period of air conditioner machines manufacturing company other than will not be considered.

1	On line (e-tendering) tender/offer submission last date up to 16:00 hours only (This is mandatory)	29.10.2026
2	Date of opening of Tender Fee, EMD, and technical bid on line opening at 16:30 hrs. if possible	29.10.2026
3	Tentative Date of online opening of price bid	After Evolution of Technical Bid.

IMPORTANT:

1. All the relevant documents as per requirement of the tender to be submitted online i.e. Technical bid, Qualification requirement data, detail specification Tender Fee plus GST as applicable and EMD. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.
2. It is mandatory for all the bidders to submit their all require tender documents, Tender Fees and EMD by on-line (e-tendering) .
3. The bidders are required to fill up all the online appendices (annexure)/forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure.
(In the absence of required details in the online annexure, the corporation has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
4. Bidders are requested to remain in touch with the web site for any amendment/ corrigendum or extension of due date etc.
5. In case short submission of documents with bid and / or clarification if any required from the bidder the required details / documents may be asked from bidder in physical form.
6. Tender Fee and EMD in form of DD/Banker's Cheque/Pay Order/Bank Guarantee are not allowed. If bidder submit the DD/ Banker's Cheque/Pay Order/Bank Guarantee for Tender Fee and EMD, in that case the same tender will be not considered.
7. The Earnest Money Deposit and tender fee plus GST as applicable will be accepted only by RTGS/NEFT/online only in favour of "GUJARAT ENERGY TRANSMISSION CORPORATION LTD.ANJAR" As per given bank detail. Tender without EMD and tender fees shall be rejected.
8. payment through RTGS/NEFT bidder has to mail following details:
 9. Payment can be done by RTGS/NEFT.
RTGS/NEFT bidder has to mail following details:

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

Mail To: cashtr.anjar@gebmail.com

and cc To: aotr.anjar@gebmail.com; det1anjar.getco@gebmail.com

NOTE: Bidder has to provide all above details on the same date of payment so that receipt can be generated. GETCO Beneficiary Bank Details are as under:

1.	Name of Account Holder	GETCO
2.	Account No.	90830200001383
3.	Name of Bank	BANK OF BARODA, NAYA ANJAR BRANCH
4.	Branch Code	29

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com , Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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5.	Address of Bank	NAYA ANJAR BRANCH
6.	IFSC Code	BARB0DBNAYA (Fifth digit numerical zero)
7.	PAN No.	AABCG4029R
8.	TAN No.	RKTG00928E
9.	GST No.	24AABCG4029R2ZC

10. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original -as specified in tender document) documents with bid and no physical documents to be submitted by bidder. All the online Annexures and price bid, other tender documents must be submitted/attached online only.

11. 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 clarification that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer (AM), Gujarat Energy Transmission Corporation Limited. Circle office Anjar**

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

Yours faithfully,

**Superintending Engineer (AM)
Asset Management Circle office
GETCO Anjar**

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

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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@gnvfc.net

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Qualification Requirement

Following documents to be submitted On-line

Bidder has to upload scanned copies of original (Notarized/ Self attested copies of original – as specified in tender documents)

(A) Technical: Through n-procure only.

- Bidder quoting for the bid shall be strictly of OEM (Original Equipment manufacturer)/ OES (Original Equipment suppliers) or their suggested authorized dealer/distributor/Channel partner and has to submit authorized dealership/distributorship/ Channel partner certificate with valid time period of air conditioner machines manufacturing company other than will not be considered.**
- Certificate of BIS for supply item**
- Experience:** Contractor should produce evidence of having experience in executing Similar type of Supply (i.e. supply of Air conditioners) of minimum amounting to **₹ 3.00 Lakhs in last Three Financial years** and they should submit Attested photo copy of orders secured from GETCO / Central / State Government / Railway / Semi- Government or any Reputed Firm and supporting documents for completion of orders
- Bidder shall have to submit authorization certificate of manufacturer for dealer/distributor/Channel Partner.**
- Bidder shall have to submit manufacturer's catalogue/literature showing technical specification of materials as per mentioned in Annexure-B1 and B2 of GTP with seal & signature of Bidder on catalogue with technical Bid.
- Bidder shall have to submit GUARANTEED TECHNICAL PARTICULARS (GTP) in Annexure-B1 and B2 with technical Bid.

(B) Financial:

- Payment of Tender fee and E.M.D.(by NEFT/RTGS/Online payment mode only)
- Attested copy of Power of attorney, if any, for signing the bid documents.
- Details of Partners/Directors of the Firm/Company. Partnership deed if applicable. Notarized self undertaking on Rs. 300/- stamp paper for proprietorship in case of proprietor firm
- For G in case of partnership firm & certificate of incorporation in case of company
- Bidder has to submit GST registration.
- Copy of PAN Card.
- Bank solvency of minimum 20 % amount of estimate from Nationalized /Schedule Bank.
- Annexure – 14 regarding no ban / stop deal in GUVNL & / or its subsidiary companies
- Declaration for Relationship with employee as per format in tender on bidder firm's letterhead with sign & seal of firm
- Declaration of conflict of interest as per format in tender on bidder firm's letterhead with sign & seal of firm
- Tender acceptance letter as per format in tender on bidder firm's letterhead with sign & seal of firm
- Under taking in respect of reference to NCLT under Insolvency & Bankruptcy Code. The undertaking is to be furnished by the bidder in its bid as per the format attached and shall be deemed to be part of the bidding schedule and submitted along with QR Bid.
- No deviation certificate
- ANNEXURE- 1 to 10 (All Declaration should be submitted as duly signed copy instead of just fixing image of signature on all the pdf file/scan copy of the declaration.)**
- Technical bid (All pages of TENDER i.e. technical specification & condition etc. of TENDER with stamp & signature. Also, all the annexure must duly have filled by bidder/s)**

Note:

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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

➤ **Price Bid : Through n-procure only.**

Remark : It is the responsibility of the contractor to get it registration under GST and it shall be registration under proper service provider code and shall be produce challans at the time of submit the bills for payment.

Technical Specification **(2 Ton 3 Star Window AC with Inverter)**

Sr no.	Particulars	Specification
1	Make	Must Be Reputed O-General/ Mitsubishi/ Hitachi/ LG/ Blue star /Daikin/Voltas/Panasonic or equivalent.
2	Model(Mfg Year)	2026 or latest
3	Type	Window Type
4	Capacity	2.0 Ton
5	Rated Power Supply	230 V $\pm$ 10%, / Single Ph / 50 Hz
6	Condenser Type	100% Pure Copper Condenser
7	Compressor Type	Inverter Rotary Compressor
8	Refrigerant	R-32
9	Air Circulation (Indoor)	Minimum 500 CFM
10	BEE Star rating	3-Star
11	Compressor and PCB Warranty	Minimum 5 Years on Compressor and PCB
12	AC Remote Control	Microprocessor Cordless
13	After Sale Free Service	Minimum 1 Year
14	Cooling capacity (Watts)	Minimum 6100 Watts
15	Moisture Removal (Ltr/Hrs)	Minimum 2ltr/Hrs.
16	Coefficient of Performance	~ 3.25 or more
17	IDU Noise level - Indoor (db)	≤ 44 dB (A)
18	Outdoor MS Stand	Including
19	Drain PVC Flexible Pipe	Minimum 4 mtr
20	General Features	- Auto Restart - Instant & High Ambient Cooling - Silent Operation, - Timer circuit

Other Terms & Conditions for Window Air conditioner Inverter Type (2.0 Ton):

- Bidders shall have to submit guarantee/ warrantee certificates as per OEM standards and for compressor guarantee/ warrantee must be as per OEM standards from date of installation.
- Bidders shall have to carry out installation & commissioning of A/C as per OEM standards and all necessary accessories free of cost.

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

**Annexure-“B” GUARANTEED TECHNICAL PARTICULARS
(TO BE FILLED IN BY THE TENDERER AND FURNISH WITH TECHNICAL BID)**

(Values, parameter or description should have to mentioned on part of bidder as per catalogue Submitted)

Technical Specification

(2 Ton 3 Star Window AC with Inverter)

Sr no.	Particulars	Specification	To be Furnished by Bidder
1	Make	Must Be Reputed O-General/ Mitsubishi/ Hitachi/ LG/ Blue star /Daikin/Voltas/Panasonic or equivalent.	
2	Model(Mfg Year)	2026 or latest	
3	Type	Window Type	
4	Capacity	2.0 Ton	
5	Rated Power Supply	230 V $\pm$ 10%, / Single Ph / 50 Hz	
6	Condenser Type	100% Pure Copper Condenser	
7	Compressor Type	Inverter Rotary Compressor	
8	Refrigerant	R-32	
9	Air Circulation (Indoor)	Minimum 500 CFM	
10	BEE Star rating	3-Star	
11	Compressor and PCB Warranty	Minimum 5 Years on Compressor and PCB	
12	AC Remote Control	Microprocessor Cordless	
13	After Sale Free Service	Minimum 1 Year	
14	Cooling capacity (Watts)	Minimum 6100 Watts	
15	Moisture Removal (Ltr/Hrs)	Minimum 2ltr/Hrs.	
16	Coefficient of Performance	~ 3.25 or more	
17	IDU Noise level - Indoor (db)	≤ 44 dB (A)	
18	Outdoor MS Stand	Including	
19	Drain PVC Flexible Pipe	Minimum 4 mtr	
20	General Features	- Auto Restart	
		- Instant & High Ambient Cooling	
		- Silent Operation,	

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GUJARATENERGYTRANSMISSION CORPORATION LIMITED
ASSET MANAGEMENT CIRCLE –ANJAR

SECTION –I

SPECIAL INSTRUCTIONS TO TENDERERS

1. Technical Bid: **Through n-procure only**
2. Price Bid: **Through n-procure only**
3. The tender fee, EMD paid by RTGS/NEFT/Online. EMD and Tender Fee received late after due date of receipt will not be considered.
4. The tenderer who offers the lowest in percentage (%) i.e. lowest total amount will be awarded / recommended for placement of order. Item wise lowest % / value will not be considered for placement of order.
5. Failure to furnish full and complete details or furnishing vague information will make the tender liable for rejection. The tenderer is at full liberty to give information about his capacity and establishment to execute the supply contract.
6. The offer should be valid for a minimum period of 180 days from the date of opening of Tender.
7. The Technical Bid online shall **be opened on AS MENTIONED ABOVE** in the office of Superintending Engineer, GUJARAT ENERGY TRANSMISSION CORPORATION LTD, Transmission Circle, Anjar.
8. **Any remark/comment writing in technical bid is not considered & disqualified the tender.**
9. **Quantity may be increase or decrease as per requirement.**

Superintending Engineer
GETCO ANJAR

Sign & Seal of Tenderer

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
ASSET MANAGEMENT CIRCLE –ANJAR

SECTION – II

GENERAL TERMS & CONDITIONS

1. The quantities mentioned are approximate and may be increased or decreased while placing the order.
2. The above material shall have to be supplied at **as per list attached** including packing, transit insurance and other charges i.e. on FOR basis **as per list attached**. No any hidden charges paid by GETCO.
3. You are requested to quote your GST tax registration number and date in all the bills along with copy of GST registration certificate.
4. No increased in price on account of any reason will be consider on the quoted price. The price quoted should be firm and will be valid till the completion of the entire supply.
5. The payment will be made within ONE MONTH from the receipt of material/work in good condition at site and the bill in duplicate with advance receipt.
6. The tenderer shall have to pay security deposit 10% of the contract value within 10 days by demand draft in the name of Gujarat Energy Transmission Corporation Limited in any scheduled bank of Junagadh before placement of order.
7. The material should be from the fresh stock if any damage will be found, the undersigned reserved the rights to reject the goods.
8. General terms and conditions for supply of materials of GETCO will also be applicable to this tender.
9. The undersigned reserves the rights to accept or reject any or all tenders without assigning any reasons thereof.
10. Guarantee period should be mention for clear-cut period in Tender.
11. **FOR destination Or as per instruction of EIC OR EE(AM)/SE.**
12. **Any legal matter subject to ANJAR jurisdiction only.**

Superintending Engineer
GETCO, ANJAR

Sign & Seal Of Tenderer

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED ASSET MANAGEMENT CIRCLE-ANJAR

SECTION-III

TECHNICAL & COMMERCIAL TERMS AND CONDITIONS

1. The competent authority can delete any item in the schedule of tender if he feels that rate quoted by the supplier for that particular estimate are abnormally high.
2. The successful tenderer will have to pay the security deposit of 10% value of the supply contract within 10 days of LOI.
3. The supplier will be covered by GETCO's general conditions supply contract.
4. The GETCO does not bind itself to accept the lowest of any tender. The undersigned reserves the right to reject/accept any tender without assigning any reason whatsoever.
5. The payment shall be made against the actual supply of material. The payment will be done Through RTGS only.
6. Tenderer has to mention GST No. & Applicable Rate as per government rules in Tender documents along with copy of GST registration certificate.
7. **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 GST as well.

8. REPEAT/ADDITIONAL ORDERS:

The Corporation reserves the right to place repeat orders / additional orders on the successful tenderer's up to 50% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract and within 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.

9. REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:

If material found broken or damaged or received short during transit or during the opening of the carton, the suppliers shall replace/new provide by free of cost.

10. GUARANTEE:

(a) If the goods found defective due to bad design or workmanship the same should be replaced by you free of charge if reported within 12 months of their receipt at site.

(b) You will be responsible for the proper performance of the materials for the respective Guarantee / warranty period offered by you / OEM.

10. DISPUTE RESOLUTION MECHANISM:

Arbitration Clause **FOR WORKS CONTRACTS & COMPOSITE CONTRACTS**

(1) Amicable Settlement

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

(2) Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992."

FOR PROCUREMENT OF GOODS OR SERVICES AND NON-WORKS CONTRACTS

(1) Amicable Settlement

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

(2) Arbitration

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, 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.

11.0 RELATIONSHIP WITH EMPLOYEE

Every bidder at the time of submission of bid give an 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 company's act 2013 in 10% or more the tendering company will not deal with such company or firm at all

Tenderer therefore must specifically disclose this fact in his technical bid. Non disclosure of such fact would immediately disqualify the tenderer for further dealing with the tendering company.

12.0 CONFLICT OF INTEREST AMONG BIDDERS/AGENTS

As approved by GUVNL B R No. 95 121 20/1951 dt 12.3.2023 to incorporate clause regarding "Conflict of interest" in tender of works.

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practice to the detriment of procuring entity's interests. The bidder found to have conflict of interest shall be disqualified. Bidder may be considered to have a conflict of interest with one or more parties in bidding process for particular quoted item if, only on base of context covered in earlier instruction will remain unaltered.

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

12. 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. **ANJAR**

13. DELAYED AND LATE TENDERS:

No tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delay due to any other reasons and corporation shall not assume any responsibility for late receipt of tender. any correspondence in this matter will not be entertained

14. The material must be as per attached specification. If not as per specification same should be return to the supplier & no nay freight/ transportation cost paid by GETCO.

15. Tender Specifications:

All technical specification framed out by the GETCO shall be separately brought out in the tender documents. No deviation in specification shall be allowed and GETCO's decision

shall be final. The technical scrutiny committee of the GETCO shall evaluate the techno-commercial view of the tender. Tender should be in two bids.

a) Techno – Commercial Bid and b) Price Bid- **Both Through n-procure only.**

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 in techno-commercial condition, if any, all shall be given equal chance.

16. The GETCO does not bind itself to accept the lowest of any tender. The undersigned reserves the right to reject/accept any tender without assigning any reason whatsoever.

17. **PRICE EVALUATION:**

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis, The parties however will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, without considering GST, who is technically acceptable. GETCO may go for the price L-2 depending upon the exigency. If GETCO feels that there is lack of serious competition or any other reasons, GETCO may negotiates with the L-1 party. GETCO's decision shall be final and binding on all the parties.

18. **Prices:**

Prices quoted should be FIRM and on **F.O.R. Destination basis (As per instruction of E.E. AM/S.E.** However, the Tenderer should indicate in the Schedule – “**B**” i.e. Price Bid only, the break-up of Unit F.O.R. Destination Prices stating the Unit Ex-works price for GST purpose, GST duty, the average freight and packing charges, and Insurance Charges. Please note that payment of GST duty will be made only on Ex- Work prices. Also, please mention rate of GST. If not specifically mentioned, then Corporation will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

Your offer should be valid for **180 days** from the date of opening of the above Tender.

19. **Arithmetical error will be rectified on the following basis :**

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between work and figures, the amount advantageous to the Owner will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD will be forfeited. The bidder should ensure that the prices furnished in various price schedules are consistent with each other.
- In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a

substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without resource to extrinsic evidence.

- d. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.

20. Earnest Money Deposit :

- 1.1. Bidders are requested to pay an earnest money deposit by RTGS/NEFT/Online on any Nationalized Bank situated at **ANJAR** for the amount as specified in the tender notice. Payment of EMD/Tender fee in form of Cheque or any other form shall not be accepted.
- 1.2. The EMD details shall be submitted with Technical bid online only.
- 1.3. Tenders not accompanied by EMD shall be rejected.
- 1.4. 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.
- 1.5. 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.
- 1.6. If, SSI/NSIC 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 the re after it has to be renewed and submitted immediately. 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" Otherwise tenderer shall have to pay EMD and no exemption will be granted. More over EMD exemption is applicable only to Gujarat Based manufacturing firms which are registered with NSIC and small scale industries to the product under supply order
- 1.7. The SSI or NSIC certificate should indicate the manufacture of items offered under this tender. Provisional SSI Registration Certificates are NOT allowed.

21. Tender offer without payment of EMD required certificate, documents etc. required for supply will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer, GETCO, **ANJAR** will be final and unchallengeable.
22. Tenderer will be qualified only who have submitted all the required documents as mentioned in qualification requirement.
23. The successful tenderer will have to pay the security deposit of 10% value of the supply contract.

24. In case of any dispute/ doubt, the decision of SE (TR) **ANJAR** shall be unchallengeable, final and binding to the contractor. Any dispute arising out of this tender document will be subject to **ANJAR** jurisdiction.
25. The quantities mentioned are approximate and may be increased or decreased while placing the order.
26. **Mode of Dispatch:** The prices are FOR to the location mentioned above, as per schedule B the materials may be Dispatched through any convenient mode of transport and up to **F.O.R. at** destination
27. **UNLOADING:**
Unloading of the materials shall be arranged by the Agency.
28. **Railway Receipt (R.R.) / Truck Receipt (T.R.):** All goods should be dispatched freight paid and the R.R./T.R./Transport Delivery challan should be forwarded directly to the consignee by registered letter and not through any Bank. 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.
30. **GST :-**
 - (i) Contractor has to submit the GST Registration certificate
 - (ii) Contractor should be registered under GST laws which they shall pay the GST for this contract.
 - (iii) Contractor has to submit invoice/Challan as documentary proof with each RA bill & Final Bill and in which it shall be specifically mention the nature of service SAC code under which the amount of GST payable by contractor and payable by GETCO (if any)) without fail.
 - (iv) GETCO will withheld the GST x amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor

The Contractor has to submit invoice to GETCO indicating following.

Name, address and GST registration no. of the service provider Name and address of person receiving the service i.e. GETCO Description and value of taxable service provided. The total GST payable thereon with bifurcation of GST payable by service provider and service receiver.

- Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTNo.

PRICES:

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

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

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

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

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

TAXES AND DUTIES

1. GOODS AND SERVICE TAX (GST): GST and cess as applicable shall be payable/receivable as mentioned in clause no.33 of GCC supra
2. The prices quoted shall be all inclusive of freight, transportation, loading, —unloading stacking at site of materials supplied by Contractor as well as owner supplied item if any.
3. No extra payment toward any type of templates and erection tools /materials will be made.
4. Statutory Variations:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

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

Goods and Service Tax (GST):

1. The F.O.R. Destination prices are excluding GST at the rate of 9% CGST plus 9% SGST or 18% IGST, under the GST Law or as applicable to Works Contract Services from time to time which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount and % of GST and Cess 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).
2. You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

- 3 The offers having price INCLUSIVE OF GST is likely to be rejected if the rate of GST is not mentioned clearly.
- 4 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 Contractor. However, any refund received by the contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.
- 5 Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum or any other amount charged by GST Dept. whichever is higher 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 Contractor within the stipulated time limit.
- 6 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GETCO's statutory variation clause shall apply.
- 7 INPUT TAX CREDIT BENEFIT In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.
- 8 GST, other taxes and other levies and duties including custom duty solely in respect of the transaction between the owner and the contractor under this contract, if any, shall be included in the bid price. These shall also be indicated separately wherever applicable as mentioned in the Tender.
- 9 As regards the income Tax, surcharge on income tax and any other corporate tax, including GST if any the owner shall not bear any tax liability whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.
- 10 Notwithstanding the tax liabilities as per the sub-clause 35.9 above, the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.
- 11 Whenever concessional rate of GST is indicated by the bidders; it shall be confirmed whether any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the supplier. Bidder shall note that in case of absence of such confirmation; the tenders will be evaluated taking into account the maximum rate of GST applicable.
- 12 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials etc and will be applicable only to the direct transactions between the contractors and owner. Besides the said statutory variation, no other statutory variation shall be payable by the owner.
- 13 The owner's liability for all taxes and duties including GST under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 35.4.

- 14 If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contractor & owner. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.
- 15 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the contractor. However, the decrease in any taxes/duties shall be passed on to GETCO.
- 16 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.
- 17 Before quoting, the bidder may ascertain from the concerned tax authorities of Government for the applicability of Entry Tax, GST etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.

18 Final bill shall be passed & paid only if contractor has duly discharged its GST liability related to the contract and submit C.A. certificate and under taking.

Income Tax

Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to you.

Welfare cess:

As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply, erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects and civil works.

- Contractor shall get registered under Welfare Cess Act before commencement of work. Office of the Factory Inspector is authorized at present as a registering authority.
- The welfare cess@1% is considered in the price schedules so, the bidders are requested to quote accordingly.
- GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
- The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

The modality of payment/ reimbursement of welfare cess will be as under.

- On receipt of A/T, the contractor/ bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office.
- Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.

- Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.
- Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as of this final bill.
- If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess.
- The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

31. GST Registration on GETCO's web portal:

The Bidder should have to take registration under the "GOODS AND SERVICE TAX(GST)". Bidder has to register online in given link before bidding. Link for the same is www.getcogujarat.com/gst. The certified Xerox copy of such registration shall have to be submitted along with the bid by the bidder.

On forfeiture of EMD, SD or guarantee under the terms and conditions of this tender, applicable GST will also be recovered from the bidder / contractor and GETCO reserves all rights of such recovery of such forfeited amount along with GST.

32. PENALTY FOR DELAY/RECOVERY (if applicable)

The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned mentioned in Purchase order. The work shall throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation @ 0.5% plus GST as applicable per week or part thereof on delayed portion subject to maximum 10% plus GST as applicable of the Total contract value of the works/supply (End cost with GST & cess as applicable). For calculating the delayed portion, date of work/supply completion mentioned in work completion certificate shall be considered.

In event of failure of the contractor to pay the amount of penalty as demanded, the Owner shall be entitled to deduct the amount of penalty for delay from the amounts payable under any other contract with the GUVNL and its subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVL, DGVCL, PGVCL, UGVCL. It is permissible for the owner to adjust the amount of Penalty of delay against any bank Guarantee furnished by the contractor under this contract or any other contract with GUVNL and/or its subsidiary companies.

33. 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 GST as well.

34. Security Deposit:

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmil.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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1. Security deposit: -

The contractor will have to pay the Security Deposit at 10% of the order value by demand draft / in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD/ PAYABLE AT ANJAR, A/c. name of bidder' upon placement of the LOI within 15 days. Alternatively you may pay the entire S.D. in the form of B.G. in case S.D value is more than Rs. one lakh as per approved format of the GETCO issued by only Nationalized/Scheduled Bank as per List attached herewith. The security deposit will be refunded only after the completion of guarantee period of 1 year of work done or finalization of final bill whichever is later.

(A) Guarantees issued by following Banks will be accepted as SD on payment basis.

3. All National Banks.

(B) Guarantees issued by following Banks will be accepted as SD for the period up to **March 31, 2027.**

The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

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

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

No interest will be allowed on amount of Security deposit.

The Security Deposit- total shall be kept deposited up to completion of GUARANTEE / WARRANTY PERIOD OR finalization of final bill whichever is later

The same shall be return on receipt of N.O.C. by the concerned nodal division for billing & payment.

This security deposit is for the performance of contract and the same is liable to be forfeited by the in event of non-fulfillment of the term and conditions of this contract by the contractor.

1. The bank guarantee should have clear one-time validity till the completion of facilities in all respect. Bank guarantee for interim period will not be allowed. If for any reason, the contract period is extended, the contractor should undertake to renew the bank guarantee at least one month before the expiry of the validity, failing of which corporation is at liberty to redeem the same, without entering in to further correspondence in the matter.
2. There should be a "claim period" of at least one month after expiry of the Bank Guarantee.
3. For lodgment of claim for invocation of bank guarantee, the clause should specifically state that the said BG can be presented at the local branch of the issuing bank.
4. For Invocation of BGs, a written application from the GETCO should be sufficient for lodgment of concern office's claim.

35. Packing and forwarding charges:

The prices are inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination fully covering such overseas shipping as rough handling and possible corrosion due to exposure to salt laden atmosphere salt salary or open storage. All packing must be clearly marked with order number and consignees name and address.

36. TRANSIT INSURANCE:

The prices are exclusive of transit insurance charges. All the materials will be required to be supplied up to **destination location** under Tr. CO ANJAR 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 GETCO to check up stores fully. The suppliers will be responsible for free replacement/new 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, defectives to res materials will however be deducted from the bill so 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.

37. Inland Freight:

The prices are inclusive of Inland Road Freight charges. The goods shall be Dispatched freight paid.

Inland Transit Insurance: The prices are inclusive of Inland Transit Insurance. The goods shall be duly insured with your underwriters at your cost.

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 GETCO to check up stores fully. You 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.

38. Delivery Period:

The Delivery of the material & work shall completed with in 2 Months from date of purchase order

39. Penalty for Late Delivery of material & works:

In case, the materials are not delivered within the period stipulated time, penalty shall be levied at ½% per week on the prices subject to maximum 10% reckoned on the value of total supplies/works. Due consideration will be given for waive / levy of penalty only for the reasons absolutely beyond your control (Viz. Force Majeure conditions) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply.

“D.G.S &D. FORCE MAJEURE CLAUSE”

“If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quadrant interrestrictions, strikes lock outs or acts of God (here in after 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 been titled to terminate this contract or 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 so on 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 un used 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 deemed 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.

40. 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 GETCO may consider extension of delivery period with or without statutory variations. However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay.

However, such extension will be subject to the following conditions shown hereunder.

a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, GST 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.

But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or on any other ground as stipulated in the A/t., which takes place or on after the contractual delivery date of the said A/T.

41. SUPPLY OF MATERIALS AT GETCO'S STORES (SUB-STATION):

The Tenderers will have to agree to supply/work any of the quantities to F.O.R Destination ACCEPTANCE OF STORES:

All or any stores and materials **to be supplied/works at F.O.R. S/s under Tr. Circle Anjar**, against this contract will be subject to their acceptance by the consignee or any other Officer deputed by the GETCO for this purpose. The GETCO will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

42. Guarantee:

If the goods stores are found defective due to bad design materials, workmanship, Packing the same should be replaced by you free of charge as early as before receipt at site.

43. Replacement of goods broken or damaged or received short:

In the event of any spares or part thereof being broken or damaged or received short during transit or during the testing and trial at site before commissioning in service you shall replace the same free of cost. However, GETCO will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.

44. Submission of Bill:

You should forward the R.R./T.R./Transport Delivery challan No. directly to the consignee along with the triplicate copy of the bill. The original and duplicate copy of the bill along with relevant documents including approved Test Certificate where applicable should be sent to consignee failing which the bills will be returned. You should prepare bills and final payments separately wherever applicable as per the terms of the contract.

The triplicate copy of the bill should be certified by the consignee. You should mention on the original Bill, No. and date of GST Tax Registration Certificate held under State / Central GST Tax Act.

The bill should not be forwarded to consignee without approved Test Certificate.

GETCO shall not be responsible for any delay in payment of bills if you fail to comply with any of the instruction given in acceptance of tender.

45. Payment of Bills:

46. Submission of Bill:

You should forward the triplicate copy of the bill to **EE(AM) / SE(AM) The original and duplicate copy of the bill along with relevant documents including approved Test Certificate where applicable should be now uploaded on Vendor management System (VMS) Portal, www.vms.guvnl.com Including Invoice, Documents which are Digitally Signed by Vendors/Suppliers. The VMS Portal also provides “Real Time” Tracking of Invoice status to monitor the process of Submission and to receive timely updates. Invoice should be forwarded to **EE(AM) / SE(AM)****

Payment of Bills:

Payment shall be made by **EE(AM) / SE(AM)** 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. All payments against this order by GETCO will be made through by RTGS/NEFT, subject to an advanced stamped receipt for the payments as advises, being sent in advance.

Such advance receipt may be headed Advance Receipt. Also an Original Valid Cancelled Cheque of respective Bank Account shall be submitted with Invoice for confirmation of IFSC and Account Details to avoid any wrong payment.

The successful bidder has to pay the cost of buy back Air conditioner to the office of the concerned Ex. Engineer/Superintending Engineer in charge along with security deposit. The successful contractor has to pay the cost of Old Air conditioner (under Buy back) and GST & other taxes applicable, by the way of “Demand Draft” OR NEFT/RTGS/On line payment mode only payable to Gujarat Energy Transmission Limited drawn any schedule Bank

payable at the office of Concern Executive Engineer/Superintending Engineer. The old ACs under buy back will be allowed to lift from site only after payment of cost of old ACs under buyback along with GST & other taxes as applicable.

47. REPEAT/ADDITIONAL ORDERS:

The GETCO reserves the right to place repeat orders/additional orders on the successful tenderer's upto 50% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract and within 4months 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.

48. Termination of Contract:

In case you fail to deliver the goods or any consignment thereof within contractual period of delivery or in case the GETCO are found not in accordance with prescribed specification and/or the approved sample, the GETCO shall exercise its discretionary power either:

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

In the event of the risk purchase of stores of similar description, the opinion of the GETCO shall be final. In the event of action taken under clause (a) or (b) above, the contractor shall liable to pay for

any loss which the GETCO may sustain on that account but you shall not be entitled to any saving on such purchases made against default.

The decision of the GETCO shall be final as regards the acceptability of stores supplied by you and the GETCO 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 reason, whatsoever, by giving ONE-month notice from the date of Notice of termination of the Contract. You will not be entitled for any compensatory / damages / losses, whatsoever, on account of such termination of the Contract.

49. EMBOSSING OR ENGRAVING:

The successful Tenderer wherever possible, will require to emboss/engrave the words "Property of GETCO" along with the purchase order number on the items required by the GETCO. Also suppliers should emboss/engrave/affix their company name plate with details OR manufacturer's name and trademark.

50. Arbitration Clause

FOR WORKS CONTRACTS & COMPOSITE CONTRACTS

(1) Amicable Settlement

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Disputing Parties for resolution.

The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.

(2) Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992."

FOR PROCUREMENT OF GOODS OR SERVICES AND NON-WORKS CONTRACTS

(1) Amicable Settlement

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

(2) Arbitration

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, 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.

51. The purchaser (i.e. GETCO) 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 the due date of opening of the tender.

52. 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.
53. Tenderer should invariably fill up all the details of all the Annexures 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.
54. 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. Failure to do this will result on supplier's tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.
55. GETCO reserves the right to increase or decrease the quantity against each item/s while placing the order.
56. Corporation reserves the right to cancel any or all the offers/bids or to accept any offer without assigning any reasons.
57. No price escalation will be allowed. Rate quoted should be firm up to the period of contract.
58. The party has to provide product as per technical specification.
59. (A) The successful bidders shall have to enter in to a Purchase Agreement between GETCO and the successful bidder. This purchase Agreement has to be executed on Non-Judicial stamp paper of Rs. 100/- duly notarized. The cost of Non judicial stamp & Notary charges will be borne by the successful bidders.
 (B) The officer who signs LOA/Purchase Order as per DOP is authorized to sign the agreement documents on behalf of the GETCO company and from the successful bidder's side the agreement can signed by the authorized representative as mentioned here under: -
 (i) 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.
 (ii) If it is a private or public limited firm, a copy of the resolution, authorizing the person to execute & 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.
 (iii) If it is a proprietary firm, then the proprietor himself should execute & sign the agreement and his full residential address must be available in the file.
 (A) Upon submission of Performance Bank Guarantee towards execution of contract against LOA and signing of Agreement, GETCO shall issue a detailed A/T/ Purchase order incorporating various terms and conditions.
60. **SIGNING OF AGREEMENT:**
 The contractor will have to sign agreement as per GETCO's rule, in the prescribed Performa of the GETCO on stamp paper of Rs. 300/-. The cost of the required stamp paper will have to be born by the contractor.
61. **TERMS AND CONDICTIONS REGARDING INDUSTRIAL LAW AND RELATED MATTERS TO BE INCORPORATED IN THE TENDER DOCUMENTS.**

1.0 WAGES TO BE PAID IN TIME BY THE CONTRACTOR:

The contractor shall pay minimum wages as per Govt. rules for per day or as may be specified here after or rates fixed under the minimum wages act whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7 days of the last day of the month in respect of which the wages are payable i.e. wages of a month have to be paid by him before the first week of the next month. The payment shall be disbursed in the presence of Management representative during the work hours in factory premises and the contractor shall get the entries certified in the register of wages by the representative of the GETCO. Any default will result in cancellation of the contract forth with or else the contractor shall be punishable to the extent of Rs. 100 – fine per day OR as per Govt. rules.

- 2.0** The contractor shall give his telephone number and address to the GETCO so that incase of labour trouble etc. the contractor can be contacted the contractor shall arrange to have his office the factory premises and the contractor keep himself present through the working hours.

3.0 LABOURS LAWS :

Person below the age of 18 years shall not be employed for this work.

No female worker shall be employed in the night shift between 7p.m. to 6a.m.

Contractor shall maintain a valid labour licence under the contractor Labour (Relation and abolition) Act for employing necessary manpower to require by him in the absence of such license the contract shall be liable to be terminated without aligning any reasons thereof.

The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect thereof. Some of the major liabilities under various labours and industrial laws which the contractor shall comply which are as under.

(1) Payment of contribution by way of employer's contribution towards provident payment fund Family Pension Scheme, Deposit Scheme deposit linked Insurance Scheme administrative charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other statutory authority.

(2) Payment of deposit in respect of each contract labour at the rates as per Govt. rules at the office of the Commissioner of the labours per the contract labour (Regulation and Abolition Act)

(3) License fee as prescribed under the contract Labour (Regulation and Abolition) Act rules formed there under depending upon the number of workmen employee be the contractor.

(4) Paid leave facility and wages as per the provision of the factories Act and the rate of one day for every 20 days of working.

(5) Identity cards as prescribed under the factories Act. with photo affixed there to the same for identification.

(6) Payment of retrenchment compensation Notice pay other liabilities as per industrial disputes Act any payment to the contractor's employees arising out of any claim of disputes under the industrial Disputes Act 1947 or any other labour laws.

(7) Payment of compensation in case of accidental injury.

(8) Provision of charge if the female labours employed are more than 30 members. Maternity leaves as per the provision of the Maternity benefit Act.

4.0 PROVIDENT FUND AND FAMILY PENSION SCHEME :

The contractor shall submit along with his bill (month wise) statement regarding deduction against employees provident fund and family pension scheme in respect of each concerned employee provident and family pension scheme applicable by the Government form time to time of the wages the contractor's contribution and his workers contribution towards provident fund and family pension scheme shall be deposited by the contractor with Regional provident Fund Commissioner, Ahmedabad.

5.0 DEPOSIT LINKED INSURANCE SHCEME :

The contractor shall have deposit as per Govt. rules of the wages in respect of a employees who is a member of the Provident Fund as the contribution to the deposit link insurance scheme with Regional Provident Fund Commissioner, Ahmedabad.

6.0 ADMINISTRATIVE CHARGES :

Administrative charges for maintaining Provident Fund Administrative A/c shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad at the rate applicable.

7.0 PAID LEAVE FACILITY :

Paid leave facility at the rate of one day for every twenty days worked by the contractor labour shall be provided by the contractor to his workers. He shall maintain leave Record, Leave cards for individual labourer which shall be duty verified and approved / certified by the authorized officer of the GETCO.

8.0 Workmen's Compensation Fund and Employer's Liabilities Insurance. The contractor shall cover all his employees under workmen's compensation Fund and under the liability insurance.

9.0 The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible under the law and contract. No payment for supervision shall be admissible.

10.0 CONTRACT TO INDEMNITY THE BOARD :

The contractor shall identify the GETCO and every member office and employees of GETCO also Engineer-In-Charge and his staff against all actions proceeding claims, demands costs and expenses what so arising out of or in connection with the matter referred in here in above elsewhere and against all actions proceedings claims demands cost and expenses which may be made against the GETCO of Government for or in respect of or for manse of his obligation under the contract documents. The GETCO shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor and the contractor shall indemnify any keep indemnified the GETCO against all such damage and compensation so ever in respect thereof or in relation thereof.

11.0 WORKMENS COMPENSATION AND EMPLOYER INSURANCE :

Insurance shall be affected or all contractor's employee engaged in the performance of this contract if any of the work is subject the contractor shall require the sub-contractor to provide workmen's compensation and employee. Liability Insurance for the letter's employees unless employee are covered under the contractor's insurance.

12.0 The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.

13.0 The GETCO will be entitled to deduct directly from the bills to be paid to the contractor any sums payable by you and which sums the GETCO is required to pay as a principal employer on account of your default in respect of all liabilities referred to in above clause.

14.0 WELFARE CESS:-

(1) As per the welfare cess act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of Sub-Station, transmission lines, EPC/Turnkey projects and civil works.

(2) Contractor shall get registered under welfare cess act before commencement of work. Office of the factory inspector is authorized at present as a registering authority.

(3) The welfare cess @ 1% is considered in the price schedules, so the bidders are requested to quote accordingly.

(4) GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.

(5) The contracts for which supply of part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

15.0 Price Basis:

The Price shall be quoted on firm basis.

The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account or for change in quantity.

16.0 TIME – THE ESSENCE OF CONTRACT

- 16.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 16.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.
- 16.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.
- 16.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.
- 16.5 **Any legal matter subject to ANJAR Jurisdiction only**
- 16.6 The above bar charts / manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.
- 16.7 After awarding the work but then after contractor not complete OR deny to carry out work, then same shall be completed from others on behalf of awardee contractor's risk & cost.

17.0 JURISDICTION OF CONTRACT

The laws applicable to the Contract shall be the laws in force in India. The Courts of **ANJAR** shall have exclusive jurisdiction in all matters arising under this Contract.

18.0 POWER TO VARY OR OMIT WORK

- 18.1 No alterations, amendments, omissions, suspensions or variations of the Supply/Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.
- 18.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 18.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 18.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 18.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 18.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

19.0 SUB-LETTING OF CONTRACT

- 19.1 No sub letting supply/work allow during contract period. Initial to up to final, work must be carried out by awarding contractor only.

20.0 CHANGE OF QUANTITY

- 20.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 15%(Fifteen Percent) of the contract price by way of suitable amendment to the contract.
- 20.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

21.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

Quantities given in the Schedule of erection in price Bid are to be executed by the contractor at the rates accepted by the Board in the A/T. In case of any deviation in tower quantity / type of tower / length of line, excavation / concreting resulting into an increase in which event the field officer shall obtain prior approval of the Head Office and excess quantity shall be paid only at the accepted rate of the A / T. No any Excess work / amount to be executed without prior approval of competent authority.

The supply/work beyond contractual ceiling amount shall be done only after approval from the GETCO authority.

22.0 SPECIAL COMMERCIAL CONDITION FOR TENDERER:-

1.0 TAKING DELIVERY AND INSURANCE:-

The contractor has keep S/S materials in safe custody and transport to the respective sites and will be reasonable for any damages to or loss of all materials at any stage during transportation or erection or taking over of the line by GETCO.

The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.

The Contractor shall have total responsibility for the entire materials stored loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements is at own cost to ensure the protection of all materials, equipments and works from theft, fire pilferage and any other damages and loss, it shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the Corporation.

2.0 STORAGE-CUM-ERECTION-INSURANCE:-

- 2.1 The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of sub-station/line materials, which are required to complete the sub-station /line. Bidder shall have to take the comprehensive Marine cum Erection (MCE) insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over of the sub-station/line by GETCO. However, if the work is not completed within the stipulated time limit as mentioned into work order, the MCE shall be extended by the contractor up to the work completion and taking over the line or S/S by GETCO. Moreover, the charge of extension of insurance shall be borne by contractor if the delay is attributed to the contractor. The charge for extension of insurance shall be reimbursed by GETCO to the contractor on production of proof for extension of MCE if the delay is attributed on the part of GETCO.

2.2 The contractor shall deal directly and pursue the claim with the insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished/ submitted to Engineer-in-charge of GETCO

2.3 No material shall be issued to bidder/erection agency in absence of such insurance policy. The risk shall be covered for lifting of materials from store to final handing over to GETCO. Further in absence of the above insurance policy, R.A. bill payment will be withheld.

3.0 INSURANCE

3.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

3.2 Any loss or damage to the material during handling, transportation, storage, erection, and all activities to be performed till the successful completion of commissioning of the line/equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

3.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

**Superintending Engineer
GETCO, ANJAR**

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;

RIGHTS OF THE OWNER

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

Lien in respect of Claims in other Contracts:

- a) Any sum of money due and payable, to the Contractor (including the security deposit) under the contract may be withheld or retained by way of lien by the Owner against any of its claim in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the owner or GUVNL or any of its subsidiary companies.
- b) It is agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the owner till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator or competent court, as the case may be, and the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and as may be duly notified to the contractor."

Action in the case of Default by Contractor

If any case in which any of the powers conferred upon the Superintending Engineer by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non-exercised thereof shall

not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Ex. Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Superintending Engineer whose certificate thereof shall be final. In the alternative, the Superintending Engineer may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Superintending Engineer as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith to execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and If the sum that the Contractor is entitled to be paid plus the costs incurred by the Owner in completing the works, exceeds the Contract Price or the entire works if entire works have been completed or the price for port of the works if part of the works have been completed. the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner and if such excess is less than the sums due to the Contractor, Owner shall pay the balance to the Contractor. For facilitating such payment. Owner shall encase the Bank Guarantees of Contractor available with Owner/s and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Owner/s may have with the Contractor. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

Definitions:

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

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% 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.”

Conflict of Interest among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. **The bidder found to have a conflict of interest shall be disqualified.**

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

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

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders, as above.

Responsibility for correctness of the information submitted in the bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, GETCO reserve right to reject the bid and the bid will not only be rejected but the bidder will be BLACKLISTED as per GUVNL Policy

Annexure-1 (to be upload online)		
Details of the Firm		
Name of the Firm		
A		
1	Address of registered office	
2	Contact personnel	
3	Designation	
4	Residential Address	
5	Phone No.	
	Office	
	Residential	
6	Fax No.	
7	Telegraphic code	
8	E-mail address	
B		
1	Address of WORK	
2	Contact personnel	
3	Designation	
4	Residential Address	
5	Phone No.	
	Office	
	Residential	
6	Fax No.	
7	Telegraphic code	
8	E-mail address	

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com , Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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Annexure-2 (to be upload online)								
Details of experience in last three years from the due date of tender								
Sr. No.	Name of s/s	Order reference no. & Date	Order value	Nos. of sub-stations/feeder bays	Due date of completion	Actual Date of completion	Order fully executed Yes/No	Status if order under execution
A	Gujarat Energy Transmission Corporation Ltd.							
1								
2								
3								
4								
5								
B	Other state electricity board/Govt.							
1								
2								
3								
4								
5								
C	Private Firms/Others							
1								
2								
3								
4								
5								

Annexure-3 (to be upload online)			
List of work/supply completion certificate submitted with technical bid			
Sr.No.	Name of work/supply	Name of the authority by whom the completion certificate issued	Reference No. & Date
1			
2			
3			
4			
5			

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com , Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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ANNEXURE-4 (to be upload online)

Qualification Requirement Terms.
Contractor must fill up below details

TENDER NOTICE No: ANJ/CMC/e-Tn-152 /2026

1.	PRICES: [FIRM ONLY] (Please Specify YES / NO.)	
2.	PENALTY TERMS AGREED (Please Specify YES / NO.)	
3.	SECURITY TERMS AGREED: (Please Specify YES / NO.)	
4.	TENDER TERMS AGREED: (Please Specify YES / NO.)	
5.	VALIDITY Of the offer for 180 DAYS From the date of opening of the Technical Bid: AGREED: (Please Specify YES / NO.)	
6.	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
7.	MOBILE NOS., TELEPHONE NOS. & FAX NO:	
8.	Authorized person of the firm :	
9.	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	

Signature of Tenderer

Date :

Place:

Company's Round Seal

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmil.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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ANNEXURE-5 (to be upload online)
(On the letter pad of the company)

(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 Notice No. **ANJ/CMC/e-Tn-152 /2026**

Name of Tender: _____

All bidders will have to furnish the following undertaking dully filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.

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

Seal of the Firm

Signature of the Tenderer

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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ANNEXURE-6 (to be upload online)
(On the letter pad of the company)

UNDERTAKING IN RESPECT OF REFERENCE TO NCLT UNDER INSOLVENCY & BANKRUPTCY CODE

Subject: - Undertaking in respect of reference to nclt under insolvency & bankruptcy code

Name of Work/Supply:

Tender No. **ANJ/CMC/e-Tn-152 /2026**

Name of Tender _____

In connection with above subject, I / We confirm that our firm is not declared in NCLT under Insolvency & Bankruptcy Code. Further, I / We also agree that, if any found NCLT under Insolvency & Bankruptcy Code, the offer shall be out rightly rejected without assigning any reason thereof.

(Seal, Sign & Name of Authorized Signatory of Bidder)

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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ANNEXURE-7 (to be upload online)
Declaration Of Conflict On Interest
(On the letter pad of the company)

To
 The Superintending Engineer
 Gujarat Energy Transmission Corporation Limited.,
 Circle Office, Anjar

Ref: Tender Notice No: **Anj/CMC/e-Tn-152 /2026**

With reference to above your tender Notice No.....
 For the work/supply
 of.....

We do not have any conflict of interest with any other bidder who has submitted the bid in this tender.

Yours Faithfully,

Stamp & Signature of contractor

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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ANNEXURE -8
No deviation certificate
(On the letter pad of the company)

Sub:

Reference: Tender Notice no. : Anj/CMC/e-Tn-152 /2026

Name of Tender: _____

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.
3. Further, I /We also agree that additional conditions / deviations, if any, found in the commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

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

Date:

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmil.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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ANNEXURE -9
DECLARATION FOR RELATIONSHIP WITH EMPLOYEE
(ON TENDERER'S FIRM LETTER PAD)

Date: _____

Ref: Tender No. _____

Name of Work: _____

I/We _____ S/o or D/o of Shri _____ are the authorized signatory of _____ (Name of tenderer's firm) hereby declares that the interest (i.e. shareholding in company and share in partnership firm) of no employee of GUVNL or its subsidiary companies i.e. GETCO, GSECL, PGVCL, DGVCL, UGVCL or MGVCL or his / her relative as defined in Section 2(77) of the Company's Act 2013 is 10% or more in our company / partnership firm.

In case at any stage, it is found that the information given by me is false/incorrect, GETCO has the absolute right to take any action as deemed fit without any prior intimation to our company / partnership firm. Non disclosure of such facts would immediately disqualify the tenderer for further dealing with GETCO.

Seal & Signature of the tenderer

ANNEXURE -10

INTEGRITY PACT

Date:

OUR ENDEAVOUR

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

	<u>GETCO'S COMMITMENT</u>		<u>PARTY'S COMMITMENT</u>
○	To maintain the highest ethical standards in Business and professions.	○	Not to bring pressure recommendations From outside GETCO to influence its
○	Ensure maximum transparency to the satisfaction of stakeholders.	○	Not to use intimidation, threat, inducement or pressure of any kind on GETCO OR ANY
○	Ensure to fulfill the terms of agreement/contract and to	○	OF it's employees under any circumstances
○	Ensure regular and timely release of payments on due dates for work done.	○	To provide goods and / or services timely as per agreed quality and specifications at minimum cost to GETCO.
○	Ensure that no improper demand is made by employees or by anyone on our behalf.	○	Abide by the general discipline to be Maintained in our dealings.
○	To give maximum possible assistance to all the Vendors/ Suppliers/ Service Provider and other to enable them to complete the contract in time	○	To be true and honest in furnishing information.
○	To provide all information to suppliers /contractors relating to contract /	○	Not to divulge any information, business details available during the course of business relationship to others without the written consent to GETCO.
○	Ensure minimum hurdles to vendors / suppliers / contractors in completion of	○	Not to enter into carter / syndicate /understanding whether formal / non formal

 Signature
 (GETCO's Authorized Signatory)
Name :
Designation:

 Seal & Signature
 (Party's Authorized Person)
Name :
Designation:

PURCHASE AGREEMENT
(Non Judicial Stamp Paper of Rs. 300/-)

THIS AGREEMENT made on this day of Two thousand

BETWEEN

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

AND

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

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

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply for the total sum of Rs. Rupees only)

*including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

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

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

- (1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. dtd. as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No..... dtd. which will hold good & valid during the period of this Agreement.
- (2) The supplier shall do and perform for all supplies and things mentioned and described in this agreement or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial

terms & conditions and stipulations contained in this agreement.

- (3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement. 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.

(10) DISPUTE RESOLUTION MECHANISM:

1. Amicable settlements:

Any disputes, 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 to 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 10.0 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.

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

SCHEDULE

List of documents:

- 1.
- 2.
- 3.
- 4.
- 5.

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:

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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(Signature with Name, Designation & official seal/Stamp)

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

In the presence of Name, full Address & Signatures:

i) _____

ii) _____

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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Format for Acceptance letter
(On Bidder's letter head)

Ref. No. _____

Date : _____

To,
 Superintending Engineer (TR)
 Gujarat Energy Transmission Corporation Ltd
 Circle Office, Bhuj Road
 Anjar – Kutch - 370110

Sub: Letter of acceptance

Ref: AT/LOI No: _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the _____ (Name of Work / Supply). We hereby further agree to all the terms and conditions mentioned in the tender, LOI / A/T unconditionally.

Thanking You,
 Yours faithfully,

for _____

(Authorized Signature)

Designation _____

(Official Stamp)

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com , Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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Tender Acceptance letter
(UNDERTAKING TO BE SUBMITTED ON FIRM LETTER PAD)

Date: _____

TENDER NO. : _____

Name of Work: _____

[Subject] _____

In connection with above subject, I/we _____ are the authorized signatory for _____ (Name of bidder) and I/We confirm the following:

- 1) I / We, the undersigned, have read, understood and examined all the terms, conditions and parameters on each page/document of above tender documents in detail.
- 2) I/We further undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
- 3) I / we declare that we accept all the conditions of the above tender unconditionally. I / We don't have any objection for any clause, point or condition. If there will be any deviation found, in bid, the offer shall be out rightly rejected without assigning any reason thereof by GETCO and I/We will have no objection for the same.
- 4) I/We undertake that the work shall be carried out as per the specifications given in Notice Inviting tender or as per the Engineer in charge at the time of work execution.
- 5) In any legal implications in future if any, this document can be used as authentic consent from our side.

Seal of the firm

Signature of the tenderer

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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CA Certificate

To,
 EE / SE
 GETCO,
 (Location Address)

Sub.: CA Certificate for payment of GST and uploading of the invoice details on GSTN portal

This is to certify that M/s (Name of the Party and Address) have completed the work / supply of (Nature of Work) against (Work Order No. and date). It is further certified that the GST charged on the bills of the said work order are paid to Government and accurate & correct details of such invoices are also uploaded on the GSTN portal within the stipulated time. It is further certified that GST charged from GETCO has neither been refunded nor is refund claim pending with GST Department.

Name of Firm

Name of CA

Designation

M No.

Firm Registration No.

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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For Proprietorship firm only

Self-Affidavit for proprietorship firm (On Rs.300/- stamp paper duly notarized)

I the undersigned _____ hereby solemnly declare on oath that I am the sole proprietor of the firm _____. The proprietorship concern is solely owned, managed and controlled by me.

The signature appearing in the contract agreement is signed by me and is true.

I hereby state that whatever is stated herein above is true and correct to the best of my knowledge and belief.

Hence solemnly affirmed on this _____ day of _____ of 2026.

Deponent

Place:

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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**UNDERTAKING
(ON LETTERHEAD OF COMPANY/FIRM)**

To,
EE / SE
GETCO,
(Location Address)

Sub.: (Nature of Work with Order No. of GETCO) -- Submission of Undertaking thereof

I/we hereby undertake that if GST Charged on the invoices of the above stated order is not paid/ short paid to government or if I/we fail to upload the details or uploads inaccurate particulars on GSTN portal within the stipulated time limit, GETCO shall have the right to recover the amount of GST along with penal interest at the rate of 15 % p.a.

I/we, hereby undertake that in the event of any refund of GST either full or part if received by me/us in future in respect of the goods and/or services for the above state order, I/we shall pass on the same to GETCO without any formal claim to that effect from GETCO.

Thanking You,

Name of the Supplier / Contractor
Name, Signature of the Authorised Signatory

Date:

Place:

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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GUJARAT ENERGY TRANSMISSION CORPORATION LTD.
ASSET MANAGEMENT CIRCLE – ANJAR

*** TAXES - OTHER CHARGES & TERMS - CONDITION FOR SUPPLY ***

1. PRICE: Prices quoted in our price bid are for delivery F.O.R. delivery/work at Various S/s(Location) under Tr. Circle Office Anjar.
2. **GST: charged as per Govt. norms**
3. Rates should be inclusive of packing & forwarding charges, Transit insurance charges, Inland Road freight charges & all other charges
4. Penalty: We agree to Board's penalty clause.
5. Tender should be submitted by Online Only.
6. Validity: Our offer is valid for 180 days from the date of this technical bid.
7. The GETCO reserves the right to accept or reject the offer without assigning any reason whatsoever the GETCO's decision will be final and binding to us.
8. Supplier should submit GST No., PAN No certificate.
9. No price escalation will be allowed. Rates quoted should be firm for the period of contract.
10. No any hidden charges paid by GETCO. FOR Destination

Signature of Supplier
With rubber stamp.

Superintending Engineer
GETCO, Circle Office, Anjar

GUJARAT ENERGY TRANSMISSION CORPORATION LTD.
TRANSMISSION CIRCLE – ANJAR

DETAILS TO BE FURNISHED BY THE TENDERER.

Details required to be furnished by the Tenderers by writing yes / No against each item.

- | | | |
|----|---|-----------|
| 1) | Whether the tender is submitted by Online | Yes / No. |
| 2) | Whether all pages of Tender Specifications are sealed and signed by the | Yes / No. |
| 3) | Whether EMD/Tender fee Paid. | Yes / No. |
| 4) | Whether following documents are submitted. | |
| | a) Details of GST No. | Yes / No. |
| | b) Detail of PAN No. | Yes / No. |
| | (c) Details Of Partners/Directors. | Yes/No |
| | (d) Partner Sheep/Company deed. | Yes/No |
| | (e) Power Of Attorney. | Yes/No |

Signature of Authorized representative
Of Company/Agency

NAME : -----

STATUS: -----

Name of tendering Company

SEAL/STAMP

 GETCO	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com , Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	 GETCO
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Application For Refund Of EMD

To,
 The Superintending Engineer (TR)
 Transmission Circle
 GETCO Anjar

Sub:- Application For Refund Of EMD

Respected Sir,

I request your good self to refund my EMD for the tender mentioned blow as soon as the price bids are opened and if I/We am /are not the L1 for the same. The details are as under....

Tender No.	Anj/CMC/e-Tn-152 /2026
Tender ID	
Name of work/subject	Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle.
EMD Amount	
EMD Receipt No., Date & Name of Bank	
Name of Bidder	
Contact No.	
E-mail address	
Bank detail for RTGS into which EMD is required to be refunded	

Thanking You,
 Faithfully Yours,

(Name & Seal of Bidder)

Advance Stamp Receipt

Revenue
 Stamp with
 signature

	GUJARAT ENERGY TRANSMISSION CORPORATION LTD (Government of Gujarat undertaking) ASSET MANAGEMENT CIRCLE OFFICE ANJAR 220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110 Email: seanjar.getco@gebmail.com, Phone No: 99252 11151 Reg. Corporate office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN): U40100GJ1999SGC036018, Web: www.getcogujarat.com	
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DESCRIPTION OF SUPPLY & WORK AS UNDER

Sr. No.	Particular	Description & Size
1	Supply of Air conditioners	Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle.

Price Bid

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, ANJAR

SCHEDULE: B1 - "Price Bid for New supply & work"

SCHEDULE – B-1

TENDER NO. : Anj/CMC/e-Tn-152 /2026

NAME OF TENDER: Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle.

Sr. No.	Description of Work	Qty	Unit	Rate	Amount
1	Supply of 2 Ton, 3 star Inverter Type Window Air conditioners as per Technical specifications for Kiosk Room	8	Nos		
2	Installation and commissioning charge of 2 Ton Window Air conditioners	8	Nos		
3	Cabin Fabrication charges for AC (For 2 Ton Window ACs)	4	Sets		
4	Supply and Installation of Timer circuits	4	Nos.		
5	Dismantling of cabinet ACs	4	Sets		
		Sub Total(Rs.)			
		18% GST (Rs.)			
		Total (Rs.)			
Total amount in words:					

- The rates are inclusive of packing & forwarding charges, Transit insurance charges, Inland Road freight charges & all other charges.

Signature of Supplier
(With rubber stamp/seal of the company)

Superintending Engineer
GETCO, C.O. Anjar

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SCHEDULE – B-2 (Buyback)

TENDER NO. : Anj/CMC/e-Tn-152 /2026

NAME OF TENDER: Supply, installation and commissioning of 2 Ton 3 star Inverter type Window Air conditioners in Kiosk Room with buyback of existing air conditioners at 220KV Mokha SS under Anjar AM Division under Anjar AM Circle.

Sr. No.	Description of Work	Qty	Unit	Rate	Amount
1	Buy Back: Old Hitachi Make Spacemaker AC 3.5 Ton (From as & where condition)	8	Nos.		
	Sub Total-1(Rs.)				
	18% GST(Rs.)				
	Sub Total-2 (Rs.)				
	2% TCS(Rs.)				
	Total Cost (Rs.):				
Total estimated amount in words:					

Signature of Supplier
(With rubber stamp/seal of the company)

Superintending Engineer
GETCO, C.O. Anjar

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Note:-

1. The Taxes and duties on the AC's which are removed, will be over and above the minimum value & same bidder will have to pay.
2. The cost of transportation(P&F), loading & unloading of New & old material will also be borne by the bidder. No extra charge will be paid to bidder.
4. Old AC's are buyback "From as & where available condition" agencies are free to visit the site as mentioned above with prior permission & identity proof of the authorization of the bidding agency.
5. GETCO reserves the right to increase or decrease the quantity against each item/s while placing the order.
6. GETCO reserves the right to cancel any or all the offers/bids or to accept any offer without assigning any reasons.
7. 2% TCS on OLM cost will be payable by L1 party to GETCO

I/We have read and clearly understood the terms, conditions, Schedule 'B' and Technical specifications put by GETCO on WEB site. I/We hereby accept all the conditions and specifications of this tender document, and accordingly, I/We am/are willing to carry out the supply at (Rupees in words To be submitted on n-procure portal)

Signature of Supplier
(With rubber stamp/seal of the company)

Superintending Engineer
GETCO, C.O. Anjar