



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006

Phone: (0288) 2551229

E-mail: setrjmn.getco@gebmil.com

Tender notice no. : TCJ/23-24/134

Name of Work :

Tender for Procurement of Radiator for 66/11kV 10MVA IMP make Transformer-1 of 66kV VISAVADA substation under Ranavav division under Jamnagar Circle. (Re-invite)

TECHNICAL BID

NOTE: - OFFLINE TENDER

(7th time dt. Extension)

Seal & Sign of Contractor



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Date- 02.04.2024

SE (TR), Jamnagar invites "Offline Tenders" (e-tendering) for the purchase of following works. Tender Papers & Specifications may be down loaded from Web site GUVNL/GETCO web site www.gseb.com & www.getcogujarat.com (For View & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. "All the relevant documents of tender to be submitted physically will be received only be Registered Post A.D. or Speed Post addressed to Superintending (TR) Gujarat Energy Transmission Corporation Limited, Circle Office, Jamnagar **"NO COURIER SERVICE OR HAND DELIVERY" will be allowed.**

The Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Limited.,

Circle office GETCO – Jamnagar

" NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

Sr. No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee (include GST) Rs.	EMD amount in Rs.	Remarks
1.	Tender for Procurement of Radiator for 66/11kV 10MVA IMP make Transformer-1 of 66kV VISA VADA substation under Ranavav division under Jamnagar Circle. (Re-invite)		1 Mon ths	269.00	2685.00	7 th time dt. Extension

1	tender/ offer submission last date up to 16.00 hours only (This is mandatory)	09.04.2024
2	Physical submission of ALL Tender and supporting Documents only , last date up to 16.00 hours by <u>RPAD or SPEED POST only.</u>	09.04.2024
3	Date of opening of Tender Documents cover physical opening at 16.30 Hours.	09.04.2024
4	Tentative Date of opening of Price bid at 17.00 Hours.	09.04.2024 (If possible)

No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the shall not assume any responsibility for late receipt of tender.

The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/ONLINE ONLY.

ટેન્ડર ફી અને ઇએમડી RTGS/NEFT/ONLINE મારફતે જ ભરવાના રહેશે.

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Tender without EMD and tender fee shall be rejected.

Remark- Only price Bid in separate cover & write down "PRICE BID" on envelope.

Sr.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Branch	Jamnagar L.B.
3	Branch Code	60119
4	IFSC Code	SBIN0060119
5	Name of Account	The Superintending Engineer, TR GETCO
6	Account No.	031132304770
7	GST No	24AABCG4029R2ZC

In case of payment through RTGS/NEFT/ONLINE bidder has to mail following details:

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

To:

- setrjmn.getco@gebmail.com
- decrcjam2.getco@gebmail.com
- aotrjam.getco@gebmail.com
- cashierjam.getco@gebmail.com

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

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

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No bid shall be accepted / opened in case of receipt Tender Fee, EMD & Integrity Pact received after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.

Technical and post qualification bid details specification will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

The GETCO reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

IMPORTANT:

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

No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.

The bids are to be submitted by the intending bidders in single envelop with two separate sealed and super scribed envelopes as listed below:

Envelope No.1: Technical bid and pre-qualification requirement, Bid data, details specification, **RECEIPT OF PAID TENDER FEE AND EMD**

Envelope No.2: Price Bid.

Technical and pre-qualification requirement bid details specification (**Envelop No.1**) will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

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

Tender without EMD and tender fee shall be rejected. Two separate demand draft for Tender fee and EMD should be submitted with technical bid.

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

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, Circle Office, Jamnagar, 361006.**

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

Any Legal matter subject to Jamnagar jurisdiction only.

Yours faithfully,

Superintending Engineer (TR)

GETCO, Jamnagar

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Qualification requirement

(List of documents to be submitted with technical bid)

(A) Technical:

1. Bidder quoting for the bid shall be strictly of **GETCO Approved contractor**
2. **Experience:** Contractor should produce evidence having experience of Supplied 66/11 kv or above class Transformer Radiator in GETCO/Central/State Govt./Railway/Semi-Govt./firms/institute/Power sector , preferably photo copy of orders / Invoice secured from GETCO/Central/State Govt./Railway/Semi-Govt./firms/institute/Power sector in last 5 Financial Years or satisfactory performance certificate in respect of this is to be submitted
3. **Testing report of Radiator material from ERDA, NABL Approved laboratory or Govt. laboratory.**
4. **Bidder shall have to submit technical specification of materials as per mentioned in annexure-A with seal & signature of Bidder with technical Bid.**
5. Bidder shall have to submit GUARANTEED TECHNICAL PARTICULARS (GTP) in Annexure-A with technical Bid.
6. Bidder shall have to submit ANNEXURES as attached with technical Bid.

(B) Financial:

1. Payment of Tender fee and E.M.D ONLINE
2. Attested copy of Power of attorney, if any, for signing the bid documents. / self-affidavit for proprietorship firm.
3. Details of Partners/Directors of the Firm/Company. Partnership deed if applicable with latest form G.
4. Bidder has to submit GST registration.
5. Bidder has to submit copy of PAN Card.
6. Notarized copy of MSME Registration (If Applicable)

Note:

Above technical criteria are for technical scrutiny after opening the technical bid. However, the GETCO reserves the right to award the work/supply 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.

Other than above if any documents demand by GETCO then bidder must submit it within time limit.

Bidder shall have to submit the sample for Verifying with Specification if demanded.

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Annexure – “A”- Technical Specification and **GUARANTEED TECHNICAL PARTICULARS**
(GTP)

Tender for Procurement of Radiator for 66/11kV 10MVA IMP make Transformer-1 of 66kV VISAVADA substation under Ranavav division under Jamnagar Circle. (Re-invite)

Specification of Radiator

Sr. No.	Particulars Description	Specification required	Technical Specification to be filled by Bidder
1	Make	TTP/PE/TP/CTR/MALVIKA/HT or Equivalent	
2.	Paint External	- Shade no 631of IS 5	
4.	Radiator size	As per Drawing attached	
5.	Material	Pressed steel Fin Type (1.2 TK)	
6.	Radiator Paint	Inside paint = Glossy white	
7.	Slope	1 to 50 along width of kiosk	
8.	Vacuum Capacity	250 mm HG	
9.	other	Other parameters as per Drawing attached	

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

specification finalized only after joint visit by Agency and GETCO and after preparation of Joint MOM.

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TECHNICAL CUM COMMERCIAL TERMS AND CONDITIONS**1. 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.

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.

2. 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.

3. PRICE EVALUATION:

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis with all types of taxes. The parties however will have to give the detailed break-up of the end cost. Price Bid will be evaluated on end cost only. GETCO's decision shall be final and binding on all the parties.

4. Prices:

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

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

6. Evaluation of Tenders:

Tenders shall be called for in two bids-

1. Techno-commercial Bid and
2. Price Bid.
3. Price Bid of Techno-commercially qualified Bidders will be opened.

7. Arithmetical error will be rectified on the following basis :

- a. 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 ANNEXURES are consistent with each other.
- b. In the case of any inconsistency in the prices furnished in the specified prices ANNEXURES 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 ANNEXURES.
- c. 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.

8. Earnest Money Deposit :

- a. **Bidders are requested to pay an earnest money deposit (As per GUVNL Purchase policy) by RTGS/NEFT/ONLINE mode only.**
- b. The EMD receipt shall be submitted along with submission of Technical bid only.
- c. Tenders not accompanied by EMD shall be rejected.

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- d. 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.
 - e. 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.
 - f. In cases, where EMD need not to be paid, valid exemption Certificates duly Notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.
 - g. If, SSI / NSIC/MSME copy is submitted against EMD, then it should be authenticated from notary. NSIC certificate more than 03 years old will not be considered and the validity of the same should cover at least the validity period of the tender and thereafter it has to be renewed and submitted immediately.
 - h. 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".
 - i. The SSI / NSIC/MSME certificate should indicate the manufacture of items offered under this tender. Provisional SSI / NSIC/MSME Registration Certificates are NOT allowed.
 - j. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.
 - k. Any basic document with regard to EMD will not be acceptable after closing time of On-line bid of Tender.
 - l. No interest will be allowed against payment of EMD.
 - m. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
 - n. Participants not covered under these categories mentioned at Clause No. j. will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.
9. All commercial terms and conditions except rates shall be indicated in the technical & commercial bid only.
 10. The Tenderers shall specifically note that the Tenders are invited on item rate basis only.
 11. 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 (TR), GETCO, Jamnagar will be final and unchallengeable.
 12. Tenderer will be qualified only who have submitted all the required documents as mentioned in qualification requirement.
 13. In case of any dispute/ doubt, the decision of SE (TR) Jamnagar shall be unchallengeable, final and binding to the contractor. Any dispute arising out of this tender document will be subject to Jamnagar jurisdiction.
 14. The quantities mentioned are approximate and may be increased or decreased while placing the order.
 15. **Mode of Dispatch:** The prices are FOR as per Annexure

16. UNLOADING:

Unloading of the materials shall be arranged by bidder.

17. Railway Receipt (R.R.) / Truck Receipt (T.R.):

All goods should be dispatched freight paid and the R.R./T.R should be forwarded directly to the consignee by registered letter and not through any Bank. 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.

A clear R.R./T.R. should be obtained from the Railway authorities / Transport

Authorities without any ambiguity, otherwise the supplier will be held responsible for

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any damages / shortage claim rejected by the Authorities for want of a clear R.R./T.R. Materials may be dispatched by any convenient mode of transport and up to GETCO's stores i.e. F.O.R. Destination, As per Annexure C.

18. Goods and service Tax (GST):-

The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 18.00 % per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

1.00 % TDS SGST and 1.00 % TDS CGST or 2.00 % TDS IGST on principal amount is applicable with effect from 01.10.2018

GST :-

- (i) Supplier / Contractor has to submit the GST Registration certificate.
- (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) *Contractor has to submit Notarized Undertaking in GETCO Specified Format for Applicability of Provision of e-invoice and if Provision of e-invoice will be applicable to the contractor then payment will be made to the contractor only on submission of e-invoice. Copy of the format is attached for ready reference.*
- (v) **Contractor has to submit C A Certificate and undertaking for GST in GETCO in specified format at the time of final bill.**

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.

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 service tax GST payable by service
provider and service receiver. Contractor has to also submit tax invoice along with e-way bill generated
at their end as described under GST rules and Regulation indicating GSTIN No

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Goods and Service Tax (GST) :

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

You shall have to submit a C.A Certificate& duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearlyunless 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/Cess prevailing when the price quoted is inclusive of GST and Cess.

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

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

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

Contractor has to submit C A Certificate and undertaking for GST in GETCO in specified format at the time of final bill.

Security deposit: As per prevailing rules of the Corporation, 10% of the contract value shall be paid as 'Security Deposit'. Out of this, 100 % of SD shall be paid at Transmission Circle Office Jamnagar within 10 days from receipt of letter of intent either

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- In form of DD for any amount of Security Deposit OR
- In form of Bank Guarantee as per the approved format of the Corporation when amount of Security Deposit exceeds Rs. 100000.00 (in words Rupees One Lac Only).

If Security Deposit is not paid within 10 days of issue of LOI, EMD paid plus Applicable taxes if any as applicable will be forfeited and Corporation may not deal with party for the period of Two years.

Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by following banks will be valid/considered.

A) Guarantee issued by following banks will be accepted as SD/EMD on permanent basis.

- All nationalized Banks.
- Guarantees issued by following banks will be accepted as SD/EMD for the period upto March 31, 2024. 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.

Sr No	Name of Bank	Sr No	Name of Bank
1	Axis Bank	17	Kotak Mahindra Bank.
2	A U Small Finance Bank	18	South Indian Bank
3	Bandhan bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-Operative Bank
7	DBS Bank India Ltd	23	Ahmedabad Mercantile Co-Operative Bank
8	DCB Bank.	24	Nutan Nagrik Sahkari Bank Ltd
9	Equitas Small Finance Bank.	25	Rajkot Nagrik Sahkari Bank Ltd
10	Federal Bank.	26	Sarswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank Ltd
12	HSBC Bank	28	The Gujarat State Co-Operative Bank.
13	ICICI Bank.	29	The Mehsana Urban Co-Operative Bank Ltd
14	IndusInd Bank.	30	The Surat District Co-Operative Bank.
15	Karnataka bank	31	The Surat Peoples Co-Operative Bank.
16	Karur Vysya Bank	32	Saurashtra Gramin Bank.

Bank Guarantee of other than above mentioned banks towards Security Deposit Performance Bank Guarantee & Warranty will not be acceptable The security deposit will be refunded only after the completion of Contract period.

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- The security deposit will be refunded only after satisfactory completion of work of work done or finalization of final bill whichever is later. (FDR will not be accepted).
- Earnest money will be liable to be forfeited if (1) If Tender is withdrawn during validity of the offer and (2) The tenderer fails to deposit the security deposit.

19. General GST Tax conditions:

The prices should be quoted Exclusive of Sales Tax i.e. Without SGST / CGST / IGST. The amount / percentage of GST Tax should clearly be indicated separately. The GST Tax if payable, will be paid extra as per rules. This should be claimed as a separate item in the bill. Gujarat Energy Transmission CO Ltd. is registered under:

GETCO GST Registration Certificate No: 24AABCG4029R2ZC**20. STATUTORY VARIATION:**

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY. Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

All royalties, toll tax, local tax, development charges, , Goods & Service Tax (GST), Cess & any other taxes as applicable . in respect of this contract shall be payable by the contractor & Gujarat Energy Transmission Corporation will not entertain any claims whatsoever in this aspect.

21. Delivery Period:

Total time limit of this order is 1(One) Month from the date of issuing of work order. In this 1 Month time limit.

Penalty for Late Delivery:

In case, the materials are not delivered within the period stipulated in the order, penalty shall be levied at ½% per week plus Taxes applicable if any on the prices (End cost) subject to maximum 10% reckoned on the value of late delivered supplies. Due consideration will be given for waiver / 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 Tender for P&F of Roof over KIOSK of 220 kv Bhatia substation under Khambhalia TR division under Jamnagar Circle.

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

The Tenderers will have to agree to P7 any of the quantities at As per Annexure (i.e. F.O.R Destination only.).

23. 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.

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**GETCO**

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

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

a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the A/T referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date and

b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T shall be admissible on such of the said stores as are delivered after the original contractual delivery date.

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

24. 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.

25. TRANSIT INSURANCE:

The prices are inclusive of transit insurance charges. All the materials will be required to be supplied up to Location shown as per Annexure C division 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 of such stores components as may be reported by the consignee which have been received short, damaged or broken within 30 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.

26. 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.

27. ACCEPTANCE OF STORES:

All or any stores and materials **to be supplied at As per Annuxure** 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.

28. Security Deposit:

The tenderer shall have to pay security deposit 10% of the contract value by demand draft/RTGS/NEFT of any nationalized/some of schedule bank situated at "Jamnagar" in the transmission circle office Jamnagar within 10 days from the receipt of letter of intent.

The security deposit will be refunded only after the completion of guarantee period of 1 year of supply of materials or finalization of final Bill whichever is later.

FDR will not be accepted

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29. 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 if reported within 06 Months of their receipt at site.

30. 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.

31. 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 Registration Certificate held under 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.

32. Payment of Bills:

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

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

PAYMENT TERMS UNDER MSME ACT:

- (1) You have to update your MSME detail on GETCO's website by following link <https://getco.co.in/msme/> (and intimate to concern bill submitting office with copy to this office).
- (2) The payment will be made within 45 days from the ***date of acceptance** or the ****date of deemed acceptance** of goods or Services i.e. After submission of all required documents as per AT Terms & time to time circular issued by GETCO's Corporate Office as well as statutory requirement to process the Bill.

*** "Date of acceptance" means**

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

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

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

33. REPEAT/ADDITIONAL ORDERS:

The GETCO reserves the right to place repeat orders / additional orders on the successful tenderer's up to 50% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract and within 4 months after completion of the delivery period. In special circumstances the Corporation will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

34. Termination of Contract:**Seal & Sign of Contractor**

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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.

35. Arbitration:

All questions, disputes or differences whatsoever which may at any time arise between you and GETCO to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the GETCO, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon you and GETCO. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

- 36. 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.
- 37. Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, to be furnished in Annexure- II. Failure to do this will result on suppliers tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.
- 38. GETCO reserves the right to increase or decrease the quantity against each item/s while placing the order.
- 39. Corporation reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.
- 40. No price escalation will be allowed. Rate quoted should be firm up to the period of contract.
- 41. The party has to provide product as per technical specification.
- 42. The contractor will have to give indemnity bond on Non-judicial Stamp paper of value **Rs. 300/-** to GETCO for material as per attached format. **The cost of stamp paper will be borne by the contractor.**
- 43. **The contractor will have to give safety cum indemnity on Non-judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be born by the contractor.**
- 44. **Also the successful bidder will have to execute Agreement on stamp paper of value Rs. 300/- at our Transmission Circle office Jamnagar before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.**
- 45. (A)The successful bidders shall have to enter into a Purchase Agreement between GETCO and the successful bidder. This purchase Agreement has to be executed on Non-Judicial stamp paper of Rs.

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300/- 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 hereunder:-

(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.

(C) 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.

GENERAL CONDITION.

1. The erection work should be carried out according to the specification and as per Instructions & programmed laid out by the D.E. / Executive Engineer-in-charge of the work.
2. The quantities mentioned in the accompanying schedule only approximate, Actual quantities will be decided after detailed survey and same may decrease or increase according to the local condition; the department reserves the rights for revising or omitting any of the quantities. The quantities actually executed by the contractor will be calculated at the rate given in the contract schedule of the rates.
3. The tender shall remain open for acceptance at least for a period of six months from date of tenders.
4. The Gujarat Energy Transmission Corporation Ltd. does not bind itself. to accept the lowest or any tender the Superintending Engineer GETCO – Jamnagar reserve the right to reject any or all tender without signing any reasons whatsoever.
5. The contractor should employ as Engineer as supervisor with sufficient qualification and experience who could supervise the execution of work throughout He should always be present on the site as far as possible.
6. The contractor shall be responsible for breakages, losses & thefts of material during transit or erection after the materials are issued from stores will, the completed work is taken over by the GETCO.
7. The erection work should be commenced within seven days from the date of receipt of instructions from an office of the GETCO and should be completed within stipulated time limit.

8. WORKING MONTHS:

In case, if it is not possible for the contractor to continue, the work either due to heavy rains or other reasonable causes, such facts should be immediate reasons to the notice of the Executive Engineer in writing.

9. As regard damages to the materials equipment and none of the contractor, be himself will be responsible. If there is any compensation to be paid in respect of "Workman" compensation Act. Or any other statutory the

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same will have to be paid by the contractor direct if he Thinks fit he may be taken but necessary insurance cover at this cost.

10. Tenderers have to produce experience certificate along with tenders. Tender submitted Without experience certificate will not be considered valid.

14. The tender includes all minor accessories & items of work which may not have been specifically mentioned in the specification schedule etc. but are essential for completeness of work the contractor will no be eligible for any extra payment in respect of such minor accessories and o item of work.

15. The contractor will be governed by the GETCO's general conditions work contract. The booklet will be available in the concerned office on any working days. In the event of placing of order, the contractor will have to sign this booklet along with other documents, and agreement, all the usual terms and condition of the GETCO. Through the same might have not been mentioned in this specification or contract booklet will applicable to this contract and the decision of the Executive Engineer / Superintending Engineer shall be binding on the contractor.

16. PROGRESS OF WORK:

If it is found that the work is unsatisfactory or not progressing as per the programmer, any action taken by the GETCO, as may be deemed fit, to see that work is completed as required by the GETCO, would be at the risk and cost of the contractor. If the work is not completed within time limit penalty plus TAXES of 1/2 % of the contract value plus TAXES as applicable, per week will be levied, Maximum 10% of order value unless time quotation as granted for valid reasons by the competent authority.

17. GUARANTEE:

It is the responsibility of the contractor to hand over the line free of all defects on completion of the work. If within a period of twelve months from the date of handing over the line it is noticed that any defects occur due to bad workmanship like slanting of cross arms. Bad painting of poles, defects in guy sets conducting etc. It is the duty of the contractor to rectify the same at his own cost if within seven days from the date of receipt of such notice. The contractor do not take-up the work, the work will be carried out at his own risk and cost.

18. The contractor will be responsible for loss, distribution or deterioration of the materials, stores or articles supplied to him by the GETCO, even if such a less distribution of deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.

19. The contractor shall see the line route before quoting the rates.

20. The contactor shall co-operative with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill the all the requirement which are necessary to finalizes the accounts on the basic of its records and pay him such amounts as if found due to him, together with the amount of security deposit if any remaining payable to him after deduction there from the amount due by him to the GETCO. The GETCO shall not entertain further claim from thereafter.

20(i) any legal disputes during the execution of this work will be subject to Jamnagar Jurisdiction only

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20(ii) If successful party failed to execute the order partly or fully then their EMD/Security deposit plus TAXES as applicable will be forfeited.

(iii) If successful party who awarded the contract fails to execute the work than such work or leftover work will be got carried out from other agency at the risk and cost of party who left the work & if any higher rate is required to be paid than such differential amount plus taxes applicable if any will be recovered from the party who left the work.

21. The competent authority can delete any items in schedule of the tender, if he feels that the rate quoted by contractor act. That item is abnormally high completed to the estimated rates.

22. Contractor has to submit work completion certificate as per mention in QR.

23. Contractor has to submit their working schedule along with tender to complete the line in view of time limit given in tender Bar chart is also to be submitted.

24. Time limit extension will be given if line material is not supplied in time and farmer's objection not cleared in time but if material given in time and farmer's objection cleared in time, then no time limit extension will be grant and penalty will be imposed as per rules.

1. DELIVERY OF MATERIAL:

All material / equipment required for this work as per schedule shall be delivered at Ranavav TR Division & contractor has to take delivery from these stores at his own cost only.

- *All Material Delivered only as per GTP mention and if any variation found by concern In charge then replacement will be carried out by bidder and provide material as per GTP with in time limit as per tender terms.*

27. The contractor shall not refuse to execute this work order at any time & it will be his sole responsibility to execute & complete this work as per the instruction of Engineer-in-charge.

Above Terms & condition are part and partial of tender & will be observed strictly.

28. **SPECIAL TOOLS: -**

No special tolls and tackles such as compression joint machine, jointing dies, come along clamps, dynamo meter etc. shall be given by GETCO.

29. **GENERAL TERMS : -**

1. The bidder shall have the experience as per Tender QR.
2. The tenderer should quote for complete erection work, testing and commissioning of line as indicated in the Schedule "B" and as per terms and conditions.
3. It will be bidder sole responsibility for erection of complete line in all respect, accordance with latest rules under Electricity Act and approved by Electrical Inspector.
4. Above terms and conditions are part and partial of tender and will be observed.

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30. TESTING AND COMMISSIONING:

- i. The contractor after completion of erection work will ensure that all works connected with line have been completed correctly as per Indian Electricity Rule and procedure, any extra cost involved due to incompleteness of work or bad workmanship found out subsequently shall be set right forth with by the contractor at his cost.
- ii. After the erection is completed in all respects, the line should be thoroughly patrolled and checked for continuity and clearances. The line should be megged to check its insulating level. Afterwards, a line clear should be given to the Engineer-in-charge that the line is clear and free of men and materials and is fit to be charged. If on charging the line is found not to hold, the contractor should arrange to patrol the line and find out the causes for the tripping and rectify the defects.

32. ELECTRICITY RULES :

All works shall be carried out in accordance with the revised and latest providing under Indian Electricity Act-2003 and Rules made the rounder.

33. ERECTION TOOLS :

Erection tools required during construction of lines shall be arranged by the contractor at his own cost. Adjustable stub templates will however be supplied by the GETCO which shall be returned by the contractor in Good condition on completion of the works.

35. PROGRESS REPORT :

Fortnightly progress reports in DUPLICATE shall be regularly submitted to the GETCO Executive Engineer(TR) Ranavav and the Engineer-in-charge with a copy of Superintending Engineer (TR) C.O. Jamnagar.

❖ Supply Material must be of standard make and GTP only.

The Engineer-in-charge OR his representatives will be free to visit the contractor's work, their stores site and erection sites and also verify the GETCO's materials in the custody of the contractor as and when required.

37. PRESENTATION OF BILLS:

All the bills for erection, separately for each line should be presented with the following information on each bill.

1- Balance payment bills should be prepared at the end of the job for each line section under the jurisdiction of the concerned Deputy Engineer which should give the complete information of work carried out, total payment due, actual payment received up to date and the balance amount claimed, It should also accompany a statement of reconciled material account tower wise and line wise.

38. FORCE MAJEURE :-

Force majored is defined as "Any cause which is beyond control of contractor or the GETCO as the case may be, natural phenomena like floods, draught, - earthquake, epidemics etc. acts of any Government Authorize domestic or foreign including but not limited to war, declare or undeclared, priorities

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quarantine, embargoes Licensing control or production or distribution restrictions accidents like Fire, Explosions, Break-Downs etc.”.

39. QUANTITY OF WORK :

The quantities of various items of erection indicated in Schedule-A are tentative, final quantities shall be determined after completion of the details route surveys. The contractor has to carry out the work according to quantities as determined at site for which the rates quoted in the Tender shall be valid.

40. LIQUIDATION DAMAGES :

The date stipulated for completion of work shall be strictly adhered. Above If the work is not complete by the schedule date of completion, the GETCO recover amount of Liquidated Damages at the rate of ½% per every week's delay in completion of the line based on the value of the order amount of the work with a ceiling on such recoveries at 10% of order value.

41. The contractor has to return all surplus material after reconciliation of material

account in good & useable condition. The contractor shall settle the final bill including signature on all relevant papers required of passing of final bill, excess/saving statement & time limit extension proposal if any, within three (3) months from the date of charging/commissioning or taking over by GETCO of line.

2.0 Definition of Terms :

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

79.0 CONTRACTOR'S DE FAULT

79.1 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 recontract 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 i entire works have been completed or the rice or art o #the works if part of the works have been completed, the Contractor shall be liable for such excess.

If such excess is areater 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 facilitatinq such payment, Owner shall encash the Bank Guarantees of Contractor available

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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

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

➤ **RIGHTS OF THE OWNER:**

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

Lien in respect of Claims in other Contracts:

- 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.
- **Contractor/Agency has to submit notarized undertaking regarding applicability of E-invoice and if provision of e-invoice will be applicable to you then payment of the bill will be done only submission of E-invoice as per GST ACT. Format is attached herewith for ready reference**
- **GST shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.**
- The contractor will have to give indemnity bond on Non-Judicial Stamp paper of value **Rs. 300/-** to GETCO for material as per attached format. **The cost of stamp paper will be borne by the contractor.**
- **The contractor will have to give safety cum indemnity on Non-Judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be borne by the contractor.**
- **Also the successful bidder will have to execute Agreement on stamp paper of value Rs. 300/- at our Transmission Circle office Jamnagar before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be borne by the contractor.**

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SPECIFICATION FOR WORK:

1. The tenderers should note that completion of lines is important and should positively guarantee under penalty clause. The GETCO will not be responsible for any delay on account of correspondence etc. it may be assumed by the Tendered that the orders will be placed within the validity period (in the form of advance order) to proceed with the work.
2. The tenderers must ensure that the bidding schedules enclosed herewith are completely filled up in their Tenders and that complete information called for is given. Failure to furnish full and complete details or furnish full and complete details of furnish vague information would make the Tenderer liable for rejection.
3. The complete specification comprises of
 1. Technical requirements for erection of lines.
 - 2 Schedule of quantities for erection.
 - 3.Bidding Schedule.All above sections are supplementary of each other,
4. The works covered by this specification shall be carried out in accordance with and shall be governed by the (Tenderer and contractor for work) GETCO which is appended herewith .Offer should be valid for a minimum period of 180 (One Eighty zero) days.

1.1 GENERAL TECHNICAL PARTICULARS**1.1.1 SCOPE:**

- The Bidder shall make his own arrangement for Supply of Radiator for 66/11kV 10MVA IMP make Transformer-1 of 66kV VISAVADA substation under Ranavav TR division under Jamnagar Circle
- The contractor shall have to use the best quality of materials, as per the specifications and relevant I.S. codes
- It is compulsory to submit carried laboratory test for the same at own cost. Supplier will have been informed if sample required retest during tender evolution
- Before supplying of Radiator, Bidder has to take visit the site i.e. 66kV VISAVADA substation and Take dimension of existing Radiator and then supply the matching radiator.
- Radiator must match existing 66/11kV 10MVA IMP make Transformer-1 of 66kV VISAVADA substation.
- However, GETCO reserves right to test the samples supplier before work execute.
- Any additional requirement if found in real time and need to be carried out then agency carried out that work as per instruction of Engineer In charge.

❖ **Standard GTP Check List attached separately.**

❖ **DESIGN PARAMETER OF Radiator ALONG WITH OTHER CONNECTING PARAMETERS attached.**

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**❖ Radiator Drawing attached****❖ Any design, site address or other related query then feel free to contact , EE-TR Ranavav TR division Shri Lodhari sir—9925210140.****• 1.3 CONFORMITY:**

- 1.3.1 The Bidder shall ensure that the specified materials and workmanship of all structures actually supplied strictly conform to drawings/data supplied/approved by the GETCO. -In case any deviation is detected during the process of supply or even after erection, the Bidder shall replace such defective structure free of cost to the GETCO. All expenditure or losses incurred in erection, to and fro transportation and any other expenditure or losses incurred by the GETCO on this account shall be borne by the Bidder. No extensions in delivery period shall be allowed on this account.

- 1.3.2

- The Purchaser reserves the right for factory inspection to verify the facts quoted in the offer. If any of the facts are found to be misleading or incorrect the offer of that Bidder will be out rightly rejected and he may be black listed.

1.1.2 The contractor shall be fully responsible for completing all the above works and till them are taken over by the GETCO.

1.1.3 The methods of erection are dealt within details, but are left to the contractor who shall exercise his own judgment with regards to actual handling of materials and in deciding upon the best methods to be adopted in the erection of the towers, conductors and other materials.

1.2 ACCESS TO LOCATIONS :

1.2.1 It will be the contractor's sole responsibility to take the materials up to the locations required. Any path way, temporary road or temporary bridge required will have to be provided by the contractor at his cost. If for any reasons the above is not feasible the contractor at his own cost shall have to arrange transportation by Head roads.

1.3 Replacement of ROOFS :

1.4 _ During replacement of old ROOFS total work for dismantle of older roofs including opening of deteriorated nut bolt, cutting or de erect it with safety precaution is in scope of agency.

1.4.1 Before commencing of said work detailed discussion with division head and carried out kick of meeting for further work.

1.4.2 Conductor shall be clamped within 24 hours of sagging in. The sag will be checked the first and last span of the section in case of sections up to eight spans and in one intermediate open also for section with more than eight spans.

1.4.3 The stinging sheaves, when suspended on the transmission structure for sagging, shall be so adjusted that the conductor will be on the sheaves at the same height as the suspension clamp to which it is secured.

1.4.4 All the line conductors shall be terminated at sub-station structures whose details shall be furnished by the GETCO, at the appropriate times, the contractor shall fix strain insulators on the sub-station structures.

1.11 MATERIALS TO BE SUPPLIED BY THE CONTRACTOR: -



1. **G.I. Nut Bolts, tools, spanners, etc.. whole arrangement as per define in scope and attached drawing and GTP check list.**
2. **Any other materials which shall be required to complete the work**
and not specified in order for supply of material by the GETCO shall be arranged by Contractor at his own cost.

SPECIAL CONDITION

1. The erection work should be carried out according to the specification and as per instructions and programmed laid out by the Executive Engineer-in-charge of the work.
2. The quantities mentioned in the accompanying schedule are only approximate. Actual quantities will be decided after detailed survey and the same may decrease or increase according to the local conditions, the department reserved the rights for revision or committing any of the quantities. The quantities actually executed by the contractor will be calculated at the rate given in the contract schedule or the rates.
3. The tenders shall remain open for acceptance at least for a period of Six Months, from the date of opening of tenders.
4. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. The Superintending Engineer GETCO-Jamnagar reserve the right to reject any or all tender without signing any reasons whatsoever.
5. The contractor should employ as Supervisor with sufficient qualification and experience who could supervise the execution of work thought. He should always be present on the site.
6. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
7. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
8. The tender includes all minor accessories and items of work which may not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
9. The time allowed for completion the work **is 1 Months** from the date of the commencement of the work, failing which the penalty ½% per week or part thereof plus TAXES as applicable on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value plus TAXES as applicable will be imposed.
10. Guarantee: - It is the responsibility of the contractor to handover the complete work free of all defects. If within a period of one year from the date of handing over the work it is noticed that any defects occur due to bad workmanship. It is the duty of the contractor to rectify / replace the same at his own cost. If within seven days from the date of receipt of such notice. The contractor do not take up the work, same will be carried out at his risk and cost.
11. Tender should be issued to those contractors who have P. F. Registration, GST registration & Work registration.
12. GST will be paid as per prevailing norms on production of proof of payment made by the contractor to the appropriate department as per ruses.



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TERMS & CONDITIONS REGARDING INDUSTRIAL

LAWS AND OTHER RELATED MATTERS

(1) — Wages to be paid at time of payment etc. by the contractor.

(A) The contractor shall pay minimum prevailing rates per day or as may be specified hereafter or rates fixed under the minimum wages Act. Whichever is higher? The wages or very contract labor employed by him under this contract shall be paid by him before the expiry of 7th day of the month in respective of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in the presence of management representative during the working 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 contract forthwith or also the contractor shall be paid punishable to the extent of Rs.100/- plus GST as applicable, fine per each day.

(B) The contractor shall give his telephone number and address to the GETCO so that in case of labor troubles etc. the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor shall keep himself present through out the working hours.

(2) — Labor Laws:—

(A) — Person below the age of 18 years shall not be employed for the work.

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

(C) — Contractor shall maintain a valid labor license under the contract labor (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.

(D) — The contractor shall at his own expenses comply with all labor laws and keep the GETCO indemnified in respective thereof. Some of the major liabilities under various labor and industrial laws which the contractor shall comply with are as under:—

(i) — Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.

(ii) — Payment of deposit in respect of each contract labor at the rate as per admissible with the office of commissioner of Labor as per the contract Labor (Regulation and abolition Act.).

(iii) — License fee as prescribed under the contract labor (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.

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

(v) — Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labor laws.

(vi) — Payment of compensation in case accidental injury.

(vii) — Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labor laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

(3) — Provident fund & Family pension Scheme:—

The contractor shall submit along with his bill (month wise) a statement regarding deduction against employees provident fund and family pension scheme in respective of each concerned employee, provident fund and family pension scheme at the rate at admissible (or at the rate made applicable by the Government from time to time

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~~) of the wages. The contractor's contribution and his worker's contribution towards provident fund and family pension scheme shall be deposited by the contractor with regional Provident Fund Commissioner, Ahmedabad.~~

~~(4) — Deposit Linked Insurance Scheme:—~~

~~The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit.~~

~~Linked insurance Scheme with Regional Provident Fund Commissioner, Ahmedabad.~~

~~(5) — Administrative Charges:—~~

~~Administrative charges for maintaining provident fund A/C shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.~~

~~(6) — Paid Leave Facility:—~~

~~Paid leave facility at the rate of one day for every twenty days worked by the contract labor shall be provided by the contractor to his workers. He shall maintain leave Records/leave cards for individual laborer which shall be duly verified and approved/certified by the authorized officer of the GETCO.~~

~~(7) — Workmen's compensation fund & Employer's Liability Insurance:—~~

~~The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance.~~

~~(8) — The contractor shall employ adequate number of experienced staff at site for dial supervision and for maintenance of various register and records required under the law and contract No. payment for supervision shall be admissible.~~

~~(9) — Contractor to Identify the GETCO :-~~

~~The contractor shall indemnify the GETCO and every member officer and employees of the GETCO also, engineering in charge and his staff against all actions, proceeding, claims demands, costs and expenses which may be made against the GETCO or Government for or in respective of formance of his obligation under the contract documents. The GETCO shall not liable for or in respective of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified the GETCO against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatever in respective thereof in relation thereto.~~

~~(10) — Workmen's compensation and employer's liability insurance :-~~

~~Insurance shall be affected for the entire 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 employer's liability insurance for the latter's employees unless such employees are covered under the contractor's insurance.~~

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- ~~(11) 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.~~
- ~~(12) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.~~
- ~~(13) The contractor will be required to produced a solvency certificate for an amount as decided by Superintending Engineer and also to produce his Income-Tax clearance certificate.~~

WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. All equipment used in TRANSMISSION and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.
3. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried – out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be property maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
4. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
5. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
6. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
7. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
 - 1) Satisfy the Engineer that the appliance is in good working condition;
 - 2) Inform the Engineer of the max. current rating & voltage of the appliances;
 - 3) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
8. The Engineer will not grant permission to connect until he is satisfied that;
 - 1) The appliance is in good condition and is fitted with suitable plug
 - 2) The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.

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9. No electric cable in use by the contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
10. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the contractor. While working on electric lines/ equipment, whether live or dead, suitable type and sufficiently quantity of tools will have to be provided by the contractor to electricians/ workmen/ officers.
11. In case any accident occurs during the TRANSMISSION/ erection or other associated activities undertaken by the contractor thereby causing any minor or major fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and to also to all the authorities envisaged under the applicable laws.
12. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.
13. The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
14. it is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following;
 - 1) Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
 - 2) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
 - 3) Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
 - 4) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - 5) Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
15. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.

1) Fatal injury or accident Causing death	Rs. 1,00,000/- per person for death/	These are applicable
2) Major injuries or accident causing 25% or more permanent disablement	Rs. 20,000/- per person	injury to any person,

To workmen or employees

Permanent disablement shall have same meaning as indicated in workmen's compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the laws as applicable from time to time. In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount in addition to the compensation indicated above.



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16. The contractor will have to give Safety Cum indemnity bond to GETCO in prescribed format given hereunder.

ANNEXURE-1

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

Sub: UNDERTAKING IN REGARD TO STOP DEAL/BANNED FOR USED BUSINESS DEALING /BLACK LIST THEREOF

Ref:-Tender No._____

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

I/We_____Authorized signatory of

M/s._____and thereby certified that M/s.

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

Signature of tenderer

Seal of firm

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ANNEXURE -2

No deviation certificate

Sub:

Reference: Tender enquiry no. TCJ/23-24/

Due on date: / / 2023

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.**
- 4. I/We accept the Tender Unconditionally.**

Seal of the Firm

Date:

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

Name:

Status:

Name of the Tendering Firm / Agency:

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Annexure-3

Tender for Supply of _____

Tender No.TR/

Due On:

Firms Letter Head

Due On:

CERTIFICATE – "A"

**I / We _____ authorized signatory of
M/s. _____ hereby Certify
that M/s. _____ is not related
with other firms who have submitted tenders for the same items under
this inquiry / Tender.**

Seal of the Firm

Place:

Signature of the Tenderer**With Designation.**

Date:

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**GETCO**

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Annexure-4

IMPORTANT INSTRUCTIONS

1. The Bidder should clearly give certificate along with the Technical Bid: "This is to confirm and certify that the offer submitted by me is strictly in accordance with the GETCO's Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. **There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations as per clause no.38 of this tender document) in the offer from the GETCO's Tender Specification.** I undertake to abide by the GETCO's Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per the GETCO's Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me.

I also undertake to abide by all commercial conditions of the GETCO, including Delivery schedule."

(Signature of the Bidder)

2. Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate
3. After opening of the Tender, if it is found that the offer given by the Bidder is not according to the GETCO's specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Bidder, then GETCO will not deal with the firm for the present Tender. It is, therefore requested that the Bidder should take care in giving their offer and submission of documents, including Type Test certificate.
4. The conditional tenders will not be accepted.

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Corporate Identity No. (CIN): U40100GJ1999SGC036018 Phone: (0265) 2310582-86, Fax: (0265) 2337918, 2338164, Web site: www.getcogujarat.com

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ANNEXURE -5

DETAILS OF THE FIRM

**Tenderer may MANDATORILY fill up all the details in this form.
(These details are necessary to create the database of suppliers)**

Supplier Name			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under		(Indicate the relevant status)	
Supplier Category		Manufacturer/Trader	
GST No. and GST Date			
CST No. and CST Date			
Excise No. and Excise Date			
SSI Certificate No. and Date			
NSIC Certificate No.(Should be revalidated)			
NSIC Certificate Date.			
Whether under NSIC scheme. If Yes then		Rs.	Date:-
Custom No. and Date (If applicable)			
License Type (ISO9001/9002)		ISO 9001 / ISO 9002 (Tick Applicable)	
License Validity Period		From Date__ to Date__	
Address of	Registered Office	Factory Works	Liaison
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			

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ANNEXURE-6

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

Sr. No	Items Supplied To	Order Reference No. & Date	Items	Quantity	Order Fully Executed Yes/No	Status, If Order Under Execution	Remarks
A	Gujarat Electricity Board / Gujarat Energy Trans. Corporation. Ltd						
1)							
2)							
3)							
4)							
B	OTHER STATE ELECTRICITY BOARDS:						
1)							
2)							
3)							
4)							
C	PRIVATE FIRMS:						
1)							
2)							
3)							
4)							

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ANNEXURE -7

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
○	Ensure that no improper demand is made by employees or by anyone on our behalf.	○	GETCO.
			Abide by the general discipline to be Maintained in our dealings.
○	To give maximum possible assistance to all the Vendors/ Suppliers/ Sevice 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

Seal & Signature
(GETCO's Authorized Signatory)

Name :

Designation:

Seal & Signature
(Party's Authorized Person)

Name :

Designation:

Seal & Sign of Contractor



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on Non-judicial stamp paper of Rs. 300/-duly Notarized)

PURCHASE AGREEMENT

THIS AGREEMENT made on this day of Two thousand

BETWEEN

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

AND

..... (Name of the Company), having Registered Office at and represented by (Name and designation of the Authorized Officer (here in after called "**The Purchaser / purchaser Company**", which expression where the context so requires or admits shall include his administrators, executors, authorised 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 "**ANNEXURE**" hereunder written and all of which said documents of the ANNEXURE 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

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**GETCO****GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED****Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006****Phone: (0288) 2551229****E-mail: setrjmn .getco@gebmil.com**

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

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

ANNEXURE

List of documents:

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

Seal & Sign of Contractor

**GETCO**

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006

Phone: (0288) 2551229

E-mail: setrjmn.getco@gebmail.com

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

Place: Date:

1. Signed, Sealed and delivered by :

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

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

**(Complete Name, Address of the authorized person of the Supplier
with Authority letter or Board's Resolution in case of company)**

In the presence of Name, full Address & Signatures:

i) _____

_____ii) _____

2. Signed, Sealed and Delivered by :

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

In the presence of Name, full Address & Signatures:

i) _____

_____ii) _____
_____**Seal & Sign of Contractor**

**GETCO**

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PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at JAMNAGAR the _____ day of _____ in the Christian Year Two thousand twenty between M/s. _____ (address of office) _____ (here in after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the ONE PART and the Gujarat Energy Transmission Corporation Ltd, having their Registered Head office at Vidyut Bhavan, Race Course, Baroda 390007 (here in after called "The GETCO" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid GETCO has accepted the tender of the afore said contractors for _____ as per GETCO's Order No. _____ here in after called "the works" and more particularly described and enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the contractors and by _____ on behalf of the GETCO, a list whereof is made out in the Schedule here under written and all of which said documents are deemed to form part of this contract and included in the expression "The works" wherever here in used, upon the terms and subject to the conditions here in after mentioned.

AND WHEREAS THE GETCO has accepted the tender of contractors for the construction of the said works for the sum of Rs. _____ Rupees (_____) upon the terms and subject to the conditions here in mentioned.

NOW THIS AGREEMENT WITNESSESS AND IT IS HERE BY AGREED AND DECLARED THAT.

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms and conditions and stipulations contained in this contract, and in consideration of the due provision, executions, supply and completion of the works agreed to by the contractor as afore said the Board both hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty plus GST as applicable for delays and / or any other rights what so ever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order No. _____.

Seal & Sign of Contractor



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E-mail: setrjmn .getco@gebmil.com

The contract value, extent of supply & Civil / Erection works, delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and contractor's offer opened on dated ____/____/2022
2. GETCO order No. _____ Dtd. ____ / ____ / 2022
3. Contractor's acceptance of order vide letter no. _____.
4. Contractor's Partnership Deed Dtd. _____.
5. Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

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

- 1) Signed, sealed and delivered by
(Signature with name, Designation and official seal)

For and behalf of M/s. _____

(Signature)

Address: _____

In the presence of (Full Name, Address and Signatures)

i) _____

(Signature)

ii) _____

(Signature)

- 2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

For and on behalf of Gujarat Energy Transmission Corporation Ltd, TR Circle, Jamnagar.

In the presence of name, Full address and Signature:

(1) _____

(2) _____

Seal & Sign of Contractor



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006

Phone: (0288) 2551229

E-mail: setrjmn .getco@gebmail.com

Format for LOI Letter of Acceptance

(To be submitted on firms letter-head. Duly stamped & signed)

Ref. No. _____

Date : _____

To,
Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd
Circle Office, **Jamnagar**
Jamnagar – 360311

Sub: Latter of acceptance of LOI

Ref: AT/LOI No: _____, dated _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the **Tender for Procurement of Radiator for 66/11kV 10MVA IMP make Transformer-1 of 66kV VISAVADA substation under Ranavav division under Jamnagar Circle. (Re-invite).** We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,
Yours faithfully,

for _____

(Authorized Signature)
Designation _____
(Official Stamp)

Seal & Sign of Contractor

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ANNEXURE -9
A/T ACCEPTANCE LETTER:-

(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,

The Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Ltd,

Satrasta, Indira Gandhi Marg,

Jamnagar – 361006

Sub: _____

Reference :

1. Letter of intent No.: - _____

2. Tender No. _____

We hereby acknowledge, agree and accept your Tender No. _____ and
letter of intent No. under reference above with terms and conditions mentioned therein.

(Signature)

Designation _____

Seal & Sign of Contractor

Regd. Corporate Office: GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, Sardar Patel VidyutBhavan, Race Course, Vadodara-390007
Corporate Identity No. (CIN): U40100GJ1999SGC036018 Phone: (0265) 2310582-86, Fax: (0265) 2337918, 2338164, Web site: www.getcogujarat.com

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GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006

Phone: (0288) 2551229

E-mail: setrjmn .getco@gebmail.com

Application for refund of EMD

The
Superintending Engineer [TR]
Transmission Circle GETCO,
Jamnagar
Sub: - Application for refund of EMD

Respected Sir,

I request your good self to refund my EMD for the tender mentioned below 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	
Tender ID	
Name of Work/Subject	
EMD Amount	
EMD DD 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)

Seal & Sign of Contractor



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006

Phone: (0288) 2551229

E-mail: setrjmn.getco@gebmail.com

Price

Bid

[TENDER NO -- TCJ/23-24/134](#)

(7th time dt. Extension)

Seal & Sign of Contractor

Regd. Corporate Office: GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, Sardar Patel VidyutBhavan, Race Course, Vadodara-390007
Corporate Identity No. (CIN): U40100GJ1999SGC036018 Phone: (0265) 2310582-86, Fax: (0265) 2337918, 2338164, Web site: www.getcogujarat.com

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GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle office, Sat rasta, Indira Gandhi Marg, Jamnagar-361006

Phone: (0288) 2551229

E-mail: setrjmn .getco@gebmil.com

Schedule-B

Name work: - Tender for Procurement of Radiator for 66/11kV 10MVA IMP make Transformer-1 of 66kV VISA VADA substation under Ranavav division under Jamnagar Circle. (Re-invite).

Sr No	Description	Qty.	Unit	Amount	Total Amount
01	Supply of radiators suitable for 66/11kV 10 MVA, IMP make transformer having dimension as per Attached Drawing.	5	No		
	Sub Total				
	SGST @ 18.0% Rs.				
	Total				
	Rupees in words:-				

Rates are inclusive of all type of freight, insurance, packing, forwarding and all other charges etc.

Before supplying of Radiator, Bidder has to take visit the site i.e. 66kV VISA VADA substation and Take dimension of existing Radiator and then supply the matching radiator

Remarks :

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

I/We agree to supply the articles noted above at the rates herein tendered by me / us subject to the condition of Tender and supply of the Tender Inquiry, which I / We have carefully read and which I / We have thoroughly understood and to which, I / We agree.

I / We hereby agree to keep this offer open for 180 days from the date of opening of tender. and shall be bound by communication of acceptance dispatched within the prescribed time.

I/We am/are willing to supply the material at Total Rs._____

(Rupees_____).

**SE(TR) JAMNAGAR
GETCO**

Seal & Sign of Contractor