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Sr. No.	Clause No.	Existing clause of Commercial terms & conditions.	Revised clause	Reason for revision
1.	1.3.4	In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees plus GST as applicable and factory inspection shall be carried out as per norms.	In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees plus GST as applicable and factory inspection shall be carried out as per norms. ***After shifting of factory, supplier's status as it is i.e. New-1//New-2/Regular as the case may be, can be considered subject to conditions that (i) Name of company shall be in its original name (ii) Firm has completely close down old works & shifted to new place(iii) All Machinery & Testing facility available at old works should be atleast available at New place, (iv) Firm has to submit all required Type test from new(shifted) works for all items mentioned in existing Vendor Registration Certificate (v) There should not be any pending supply from existing works in any of GUVNL and it's subsidiary companies and (vi) Respective subsidiary has to cancel the registration given at existing place before issue of new registration at new place.*** ***The vendor registration period shall be as per existing Vendor Registration for all items. No shifting shall be allowed during execution of order.***	Purchase policy amendment no. 5 dt 07.02.18
2.	10	*VALIDITY OF THE OFFERS:* *The offers will have to be kept valid for a period of 150 days from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.*	***10.VALIDITY OF THE OFFERS:*** ***The offers will have to be kept valid for a period of 120 days for tender on price variation basis.*** ***The offers will have to be kept valid for 120 days for following items on firm basis i.e. 11 KV VCB, C&R Panel, Hardware & Accessories, Breakers, CT-PT as specified in Schedule A-*** ***The offer will have to kept valid for a period of 90 days in case of tender on firm price basis other than mentioned above. from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same***	*As per letter No. GETCO/MD/3 dt 26.02.18*

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			without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.	
3.	19.2	REPEAT/ADDITIONAL ORDERS: 19.2 The GETCO reserve the right to place repeat orders / additional orders on the successful Tenderers up to 25% of the original quantity of the A/T at the same Prices, Terms and Conditions stipulated in the original contract within completion of contractual period. If, repeat order is placed in the last month of Contractual delivery schedule of main order, commencement period of one month should be given for repeat order. The delivery schedule for repeat order should be given considering proportionate delivery schedule of main order and it will be started on completion of contractual delivery schedule of main order. However, in special circumstances the GETCO may place repeat order for 25% of the original quantity of the A/T with early delivery schedule of material, as mutually agreed upon.	***19.2 REPEAT/ADDITIONAL ORDERS:*** ***19.2 The Company should exercise their right to place repeat orders /additional orders in case of exigency only. The reason of exigency shall be appropriately recorded.***	Purchase policy amendment no. 6 dt 16.03.18
4.	23.1	In case of supply, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable on delayed portion subject to maximum 10% plus GST as applicable of the Order Value (End Cost with GST and Cess as applicable) for calculating the delayed portion, date of actual receipt of material at store shall be considered. whereas in case of Civil contracts, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable subject to ceiling of 10% plus GST as applicable of the contract Value (End Cost with GST and Cess as applicable).the ceiling shall be with reference to total contract value with GST and Cess as applicable of the Civil works. For calculating the delayed portion, date of work completion mentioned in work completion certificate shall be considered. whereas in case of Projects, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable subject to ceiling of	**23.1** **Supply Contracts** Penalty shall be 0.5% plus GST as applicable per week or part thereof on delayed portion subject to maximum 10 % plus GST as applicable of the Order value (End Cost with GST & Cess as applicable). For calculating the delayed portion, date of actual receipt of material at store shall be considered. However, if 85% or more of supply of order value is completed within delivery schedule and company can utilize the completed supply in the system, in such case, penalty for remaining quantity shall be 0.5% plus GST as applicable per week or part thereof on delayed portion subject to maximum 10 % plus GST as applicable of the Delayed Portion Order value (End Cost with GST & Cess as applicable).	Purchase policy amendment no. 6 dt 16.03.18

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		10% plus GST as applicable of the Project Value/Part Project value as mentioned in contract(A/T) (End Cost with GST and Cess as applicable)the ceiling shall be with reference to total contract value with GST and Cess as applicable of the project (Supply + Erection + Civil). **Civil Contracts Existing Clause** Compensation for the delay The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commerce the work is given to the contractor. The work shall throughout the stipulated period of contact the proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation, an amount equal to half percent per one week for the contract amount of work or such smaller amount as per the decision of competent authority of the GETCO. However, the total amount of compensation to be paid by the contractor, under the provision of the clauses shall not exceed 10 percent of the amount of contract value as decided by the competent authority of GETCO. The Penalty plus GST as applicable will be invariably deducted from the bills of contractor and no refund will be given unless the competent authorities approves the reduction the reason for delay attributable to GETCO as well as to party will be brought out clearly while putting the proposal for waiver reduction in penalty. **(excluding GST already collected and paid to the Govt. treasury thereon).**	**<u>EPC Contracts</u>** Penalty shall be 0.5% plus GST as applicable per week or part thereof on delayed portion subject to maximum 10 % plus GST as applicable of the Total Contract value of the Project (Supply + Erection + Civil) (End Cost with GST & Cess as applicable). For calculating the delayed portion, date of actual receipt of material at store (For Supply portion) / date of work completion mentioned in work completion certificate shall be considered (For Erection and Civil Portion). **<u>Civil Contracts</u>** Penalty shall be 0.5% plus GST as applicable per week or part thereof on delayed portion subject to maximum 10 % plus GST as applicable of the Total Contract value of the Civil Works (End Cost with GST & Cess as applicable). For calculating the delayed portion, date of work completion mentioned in work completion certificate shall be considered.	

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5.		Item Critical Non Critical	**In Tender Document Schedule –A item respective category Critical or Non Critical mentioned.**	As per pre-bid tender guidelines from GUVNL dt 08.03.18

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	6.	*TENDER FEE:* *Tender fee (Non-refundable) plus GST as applicable as notified in the tender notice should invariably be paid by way of Demand Draft/ Bankers Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft/ Bankers Cheque should be in the "Gujarat Energy Transmission Corporation Limited", Payable at Vadodara* *The Tender Fees is Non-refundable under normal circumstances. However, if GETCO decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee may be refunded to bidder(s), at sole discretion of GETCO.* *Alternatively, the bidder can pay the tender fee plus GST as applicable in CASH at, "Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara" at Cash counter during working day between 11.00 A.M.to 2.00 P.M. and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and enclose the self-certified photo copy of Money receipt in "EMD Cover Documents",(Please note "EMD Cover Documents" to be submitted in physical form as per clause no.: 8 hereunder).The "Tender Documents" SHOULD BE SENT BY R.P.A.D. OR SPEED POST OF P & T DEPARTMENT OF GOVERNMENT OF INDIA ONLY ADDRESSED TO THE ADDITIONAL CHIEF ENGINEER (PROCUREMENT) of "Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara"* *COURIER SERVICE AND HANDDELIVERY OF "Tender Documents" ARE NOT ALLOWED. THE TELEGRAPHIC OR SHORT OFFERS RECEIVED WILL NOT BE ACCEPTED AND THE OFFERS WILL BE REJECTED OUTRIGHTLY.* *GETCO WILL NOT BE RESPONSIBLE FOR THE TRANSIT LOSS OR MISPLACEMENT OF tender Documents. Please note, that "Tender Documents"(in Physical form) received after the due date and time will not be accepted and the offer will be*	*TENDER FEE:* *Tender fee (Non-refundable) plus GST as applicable as notified in the tender notice should invariably be paid by way of Demand Draft/ Bankers Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft/ Bankers Cheque should be in the "Gujarat Energy Transmission Corporation Limited", Payable at Vadodara* ***Company should issue invoice for Tender Fees to all bidders and take further appropriate actions, as per GST provisions so that necessary credit for GST paid on Tender fees can be availed by the vendors.*** *The Tender Fees is Non-refundable under normal circumstances. However, if GETCO decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee may be refunded to bidder(s), at sole discretion of GETCO.* *Alternatively, the bidder can pay the tender fee plus GST as applicable in CASH at, "Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara" at Cash counter during working day between 11.00 A.M.to 2.00 P.M. and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and enclose the self-certified photo copy of Money receipt in "EMD Cover Documents",(Please note "EMD Cover Documents" to be submitted in physical form as per clause no.: 8 hereunder).The "Tender Documents" SHOULD BE SENT BY R.P.A.D. OR SPEED POST OF P & T DEPARTMENT OF GOVERNMENT OF INDIA ONLY ADDRESSED TO THE ADDITIONAL CHIEF ENGINEER (PROCUREMENT) of "Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara"* *COURIER SERVICE AND HANDDELIVERY OF "Tender Documents" ARE NOT ALLOWED. THE TELEGRAPHIC OR SHORT OFFERS RECEIVED WILL NOT BE ACCEPTED AND THE OFFERS WILL BE REJECTED OUTRIGHTLY.* *GETCO WILL NOT BE RESPONSIBLE FOR THE TRANSIT LOSS OR MISPLACEMENT OF tender Documents. Please note, that "Tender Documents"(in Physical form) received after the due date and time will not*

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		ignored out rightly. NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED. *Tender fee Demand Draft / Original Money fee receipt must be kept in the cover of EMD; otherwise supplier's offer is liable to be rejected and online technical bid will not be opened.* *SAMPLE:* *The sample/s as per requirement of the tendered technical specification/ Schedule-A of tender must be submitted during working day only and not later than 18.00 hrs. of date of physical submission of bid/documents to the following address only. The bid shall be rejected out rightly, if sample/s is/are not submitted in schedule time of tender.* *"The Executive Engineer, Const. Division Store Office,* *Gujarat Energy Transmission Corporation Limited,* *Asoj Store, 400 KV Asoj Substation compound,* *Vadodara-Halol Highway ,* *At &POST : AMALIYARA,* *PIN CODE 390022."* *Every bidder shall inform their GSTIN No. at the time of payment of applicable fees.*	*be accepted and the offer will be ignored out rightly. NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED.* *Tender fee Demand Draft / Original Money fee receipt must be kept in the cover of EMD; otherwise supplier's offer is liable to be rejected and online technical bid will not be opened.* *SAMPLE:* *The sample/s as per requirement of the tendered technical specification/ Schedule-A of tender must be submitted during working day only and not later than 18.00 hrs. of date of physical submission of bid/documents to the following address only. The bid shall be rejected out rightly, if sample/s is/are not submitted in schedule time of tender.* *"The Executive Engineer, Const. Division Store Office,* *Gujarat Energy Transmission Corporation Limited,* *Asoj Store, 400 KV Asoj Substation compound,* *Vadodara-Halol Highway ,* *At &POST : AMALIYARA,* *PIN CODE 390022."* *Every bidder shall inform their GSTIN No. at the time of payment of applicable fees.* *** As per pre-bid tender guidelines from GUVNL dt 08.03.18**

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6.	9.3	*Existing Clause: The item wise security deposit(SD) towards execution of contract is given as under.*

Sr.No	Items	Amount	
		For MSME /non MSME unit	For Gujarat based Micro & small unit
1	*Distribution Transformers & meter (All types),Conductors, Cables, Insulators, Steel items, Kit-Kat fuses, L/T Dist. boxes, Transformers oil, Line Hardware and PVC pipes*	*10%(Ten) of the contract value in the form of DD/BG to cover execution period.*	*04%(Four) of the contract value in the form of DD/BG to cover execution period.*
2	*Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates*		
3	*Transmission items ,Generation &other*		

	9.3 Clause Revised	*Revised Clause: due to Amendment in purchase policy Amendment no. 6* *The item wise security deposit(SD) towards execution of contract is given as under.*

Sr.No	Items	Amount	
		For MSME /non MSME unit	For Gujarat based Micro & small unit
1	*Distribution Transformers & meter (All types),Conductors, Cables, Insulators, Steel items, Kit-Kat fuses, L/T Dist. boxes, Transformers oil, Line Hardware and PVC pipes*	*5%(five) of the contract value in the form of DD/BG to cover execution period.*	***03%(three) of the contract value in the form of DD/BG to cover execution period.***
2	*Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates*		
3	*Transmission items ,Generation &other*	*10%(Ten) of the contract value in the form of DD/BG to cover execution period.*	*04%(Four) of the contract value in the form of DD/BG to cover execution period.*

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7.	21.	DELIVERY SCHEDULE OF GETCO: Delivery of materials is desired as under: a) Submission of sample/Drawing. b) Approval of Sample/Drawing. Within commencing period. No separate commencement period will be given. c) Commencement of supply after ----- d) Qty. to be supplied. Month wise / Quarter wise supply after Commencement period --------- As per the details Shown in Schedule – "A" of the relevant Tender. Supplier is liable to get the drawings / Sample /proto approved within the Commencement period. Supplier should indicate deviation in delivery period, if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the order. All necessary formalities are to be completed within the commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to GETCO will be considered and in such case, no subsequent complaint will be entertained. The delivery Schedule proposed by GETCO is considering the full quantity of the tender. If the finalized quantity is less, then in that case the delivery period best suited as per GETCO requirement will be given on pro-rata basis and also based on the quantity allocations done by GETCO.	DELIVERY SCHEDULE OF GETCO: Delivery of materials is desired as under: a) Submission of sample/Drawing. b) Approval of Sample/Drawing. Within commencing period. No separate commencement period will be given. c) Commencement of supply after ----- d) Qty. to be supplied. Month wise / Quarter wise supply after Commencement period --------- As per the details Shown in Schedule – "A" of the relevant Tender. Supplier is liable to get the drawings / Sample /proto approved within the Commencement period. Supplier should indicate deviation in delivery period, if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the order. All necessary formalities are to be completed within the commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to GETCO will be considered and in such case, no subsequent complaint will be entertained. The delivery Schedule proposed by GETCO is considering the full quantity of the tender. If the finalized quantity is less, then in that case the delivery period best suited as per GETCO requirement will be given on pro-rata basis and also based on the quantity allocations done by GETCO. ***Company may short close the orders in case of various reasons viz. changes in Budgetary Provision, Amendment in Indian Standard, Policy change by Central/ State Govt., if beneficiary not available etc.***	**Pre-bid meeting** **Dt 08.03.18**