GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390007
CIN U40100GJ1999SGC036018
Email: aceproc.getco@gebmail.com
An ISO 9001:2015 Certified Company
Website: www.getcogujarat.com

TENDER NOTICE No: ACE (P&C)/TN-15/26-27

The ACE (Procurement & Contracts) invites "On line Tenders (e-tendering) for **66KV class substations for Operation and Maintenance contract for 545 Nos. of substations for a period of three years.** Tender Papers & Specifications may be down loaded from Web site https://tender.nprocure.com/ (For view, down load and on line submission). All tender documents are to be upload through online only (mandatory) on (n) procure portal excluding EMD (if paid by BG/DD) EMD(if paid by BG/DD) is to be submitted physically by Registered Post A.D. or Speed Post addressed to: The Add. Chief Engineer (Procurement & Contracts), Gujarat Energy Transmission Corporation Limited, Corporate Office, S. P. Vidyut Bhavan, Race Course, Vadodara - 390 007. "NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

1. **Prospective bidders may please note that the Tender paper (alternatively referred to as Bidding documents / Tender specification) include Amendment-I of Part-I Tender Specification there to improving upon provision of certain clause of GCC / SCC in regard to inter alia Terms of Payment, Penalty / Liquidated damages, Right of Way, Qualification requirement, Return of EMD, Price Adjustment / Variation. Bidders are advised to note that same in particular while considering to Bidding documents and quote their price accordingly.**
2. **All bidder is requested to upload all scanned bid documents online only after sign & stamp on each documents in PDF form and file / document should not be password protected except physical submission of Tender EMD (if paid by BG/DD) pact as mentioned in Tender notice.**

SN	Description	Particulars
1	Tender No	**ACE(P&C)/Contracts/E-516/SS/66KV O&M**
2	Name of work	**66KV class substations for Operation and Maintenance contract for 545 Nos. of substations for a period of three years against Tender no. ACE(P&C)/Contracts/E-516/SS/66KV O&M**
3	Estimated cost	**Rs. 4,37,18,21,954.05 (including 18%GST)**
4	Min. / Max. Tendering Qty. **(Regular Bidder) (10% / 15% of total Quantity)**	Min. 55 Nos. of S/S and maximum 82 Nos. of S/S

<table>
<tr><th>SN</th><th>Description</th><th>Particulars</th></tr>
<tr><td>5</td><td>Min. payable EMD (Regular Bidder)</td><td>
<table>
<tr><th>Tendering Qty (S/S in Nos.)</th><th>EMD Amount Payable in Rs.</th></tr>
<tr><td>55 to 62</td><td>11.0 Lakhs</td></tr>
<tr><td>63 to 82</td><td>12.0 Lakhs</td></tr>
</table>

Payment of EMD should be accepted by RTGS / NEFT / online or Demand draft or Banker’s cheque or Pay order or Bank Guarantee)
For BG Validity will be 06 (Six) Months from the original date of <u>submission</u> of tender.)
100 % EMD through RTGS/NEFT/Online is acceptable.

</td></tr>
<tr><td>6</td><td colspan="2">For “New Bidder”</td></tr>
<tr><td>6.1</td><td>Tendering Qty.</td><td>Maximum New – 1 bidder: 05 Nos. of S/S
Maximum New – 2 bidder: 10 Nos. of S/S</td></tr>
<tr><td>6.2</td><td>EMD Payable (New-1 & New-2 Bidder)</td><td>
<table>
<tr><th>Category of Bidder</th><th>Min. EMD Amount Payable in Rs.</th></tr>
<tr><td>New - 1 Bidder</td><td>2.50 Lakhs</td></tr>
<tr><td>New - 2 Bidder</td><td>3.00 Lakhs</td></tr>
</table>
(1. Payment of EMD should be accepted by RTGS / NEFT / online only)
</td></tr>
<tr><td>7</td><td>Period of Contract</td><td>3 years</td></tr>
<tr><td>8</td><td>On line (E-tendering) tender/offer submission last date up to 16.00 hours only. (This is mandatory)</td><td>23.10.2026</td></tr>
<tr><td>9</td><td>Physical submission of EMD documents (if EMD paid by DD/ Banker’s Cheque/Pay Order or BG, to be submitted in original/physical copy in EMD Cover as a mandatory requirement and Scanned copy of the same to be Submitted Online), last date up to 15.00 hours. By RPAD or SPEED POST only. (This is mandatory)</td><td>30.10.2026</td></tr>
<tr><td>10</td><td>Tentative Date of opening of Tender fee, EMD cover, Vendor registration and technical bid on line as well as physical opening at 16.00 Hours</td><td>30.10.2026</td></tr>
<tr><td>11</td><td>Tentative Date of on – line opening of Price bid.</td><td>Will be intimated separately.</td></tr>
<tr><td>12</td><td>Tender Fee</td><td>Rs. 11,800.00
Non-Refundable (Incl. GST-18%, Rs. 1,800.00)
Note: Payment of Tender fee accepted by RTGS / NEFT / online only.</td></tr>
</table>

SN	Description	Particulars
13	Validity	Minimum 180 Days from the date of Opening of Technical Bid.
14	Type of Tender	Percentage Basis with Variable Price.

For E-516 66 KV S/S O&M tenders Preliminary stage Documents submission :

Sr. No.	Documents	Mode of submission as a mandatory requirement
1	Tender Fees	• **online only**
2	EMD	• **Online only - if submitted by online/NEFT/RTGS** • **Offline/Physical & Original Copy - if submitted by DD/ Banker's Cheque/Pay Order or BG, to be submitted in original/physical copy in EMD Cover as a mandatory requirement** and scanned copy of the same to be submitted online.
3	Integrity Pact (Self attested with seal & sign of Firm)	• **online only**

IMPORTANT:

1. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and no physical documents to be submitted by bidder except EMD (if paid by BG/DD).

2. Bidder has to submit the only EMD (if paid by BG/DD) in physical form on or before due date of submission.

3. In case short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from bidder in physical form.

4. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF from) remain legible and should not be password protected.

5. All the relevant scanned documents as per requirement of the tender are to be upload through online only on n procure portal excluding EMD (if paid by BG/DD). Physical copies of EMD (if paid by BG/DD) to be submitted in sealed cover on OR before due date and time. Tender fee, EMD and Integrity Pact should be strictly submitted by RPAD / speed post only, otherwise the offer will not be considered and no any further communication in the matter will be entertained. (All tender documents including Price bid are not to be submitted with the physical documents except Tender fee, EMD and Integrity Pact).

6. Tender will be evaluated on Data / Details / Documents of the online offer only.

7. It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.

8. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid.

(In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

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

10. Bidder should follow the GOI guideline of 'Restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017 vide office memorandum no. F.No.6/18/2019-PPD Dt: 23.07.2020.

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

12. INTRODUCTION OF LEAVY OF TCS.

TCS @ 0.075% / 0.1% will be payable extra subject to fulfilment of the conditions of sub section (1H) of section 206C of Income Tax Act, 1961.

13. Deduction of TDS under GST:

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

14. INCOME TAX (TDS)

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

- As per the Section 206AB of Income Tax Act, TDS under Income Tax will be deducted at higher rates of the following rates: (non-fillers of ITRs for the past two fiscal years will be subjected to higher TDS).
  a) At twice the rate specified in the relevant provision of the Act
  b) At twice the rates in force
  c) At the rate of 5%

Any technical questions, information and clarifications that may be required pertaining to this inquiry should be referred to: The Add. CHIEF ENGINEER (Procurement & Contracts), Gujarat Energy Transmission Corporation Limited, Corporate Office, S. P. Vidyut Bhavan, Race Course, Vadodara - 390 007.

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

For, GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED,

--Sd--
Add. Chief Engineer (Procurement & Contracts)

Download Tender Documents in (PDF Format) as per list of files & drawings:
To view the PDF file please use “Acrobat Reader” software which can be downloaded from “Adobe” website. Note:

In case bidder needs any assistance in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:
(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat),
Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525),
Phone No. 079-26857315 / 316 / 317, Fax: 079-26857321 / 40007533,
Email : nprocure@ncode.in

TENDER NO.:
ACE(P&C)/Contracts/E-516/SS/66KV O&M
SCHEDULE – A

Description of Tender.

"**66KV class substations for Operation and Maintenance contract for 545 Nos. of substations for a period of three years.**"

The estimated cost of this tender is: Rs. **4,37,18,21,954.05 (Including GST @ 18%)**

1. Cost of the Tender Documents is **Rs. 11,800.00 (Including GST 18% Rs. 1,180.00) - Which is Non Refundable**.

   Details of Tender fees are as under:

   In case of RTGS / NEFT payment,
   RTGS / NEFT Transaction no. Date:
   Name of Bank:

2. Details of the EMD are as under:

   Demand Draft No. _____ date ---------- of Bank _____ For _____

   Bank Guarantee No. _____date. _____ of _____ Form the Bank _____ valid up to _____.

   In case of RTGS / NEFT payment,
   RTGS / NEFT Transaction no. Date:
   Name of Bank:

RTGS/NEFT Transection details to be E-mailed immediately to following Email addresses:
aocash.getco@gebmail.com, aceproc.getco@gebmail.com
The same details are also to be uploaded in N-procure with tender documents.

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

**** RTGS/NEFT Transections has to be done by the bidders account only.Otherwise bid will be rejected.**

GETCO Beneficiary Bank detail is as under:

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	250120100001167
3	Name of Bank	Bank of India
4	Branch Code	002501
5	Address of Bank	46, Gautam nagar society, Race course circle, Vadodara.
6	IFSC Code	BKID0002501
7	PAN No	AABCG4029R
8	TAN No	BRDG00540B
9	GST No	24AABCG4029R2ZC

3. **EMD** cover must contain the following documents:
Details & Documents as per clause No. 13 (GCC) of this tender for EMD requirement. (This is must)

4. **Modality of Opening of Tender**
(Stage-1) – EMD and Tender Fee
(Stage-2) – Qualifying Requirement (Must cover all the documents related to PQR)
(Stage-3) – Technical Bid
(Stage-4) – Price Bid

5. **Completion Period**: -
The completion period for the tendered substation shall be **36 (Thirty Six) Months.**

6. **Security Cum Performance Guarantee: -**

6.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee of one third amount of Bank Guarantee every year in place of full contract price Bank Guarantee of 3 years in the first year itself. However, while doing so, it shall be ensured that such Bank Guarantee shall be with GETCO at any point of time. Therefore, one third amount of Bank Guarantee of 3 years at a time valid for 3 years shall be taken by GETCO.

6.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner. The successful Bidder guarantees the successful and satisfactory Operation and Maintenance of the substation under the Contract, as per the specifications and documents.

6.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the Bid documents.

6.4 The Contract Performance Guarantee will be discharged without any interest on successful completion of the contract and only after the performance guarantee condition is fulfilled. The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfilment of the Contract in the prescribed form **within fifteen (15) days of "Notice of Award of Contract".** The performance guarantee(s) shall be as per terms prescribed. ***The Bank Guarantees furnished should have clear one time validity till the completion of the order in all respect of 37 Months (3 years +1 month) from the date of LOA for Regular Bidder. The Bank Guarantees furnished should have clear one time validity till the completion of the order in all respect of 37 Months (3 years +1 month) from the date of LOA for New-1 and New-2 Bidder and same shall be extended if contract is extended.*** Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which Board will be at liberty to redeem the same, without entering into further correspondence in the matter.

6.5 No interest will be allowed on amount of Security deposit.

6.6 The termination of contract under this clause shall neither entitle the contractor to reduce the value of the contract performance guarantee nor the time thereof. The contract performance guarantee shall be valid for the one third amount of Bank Guarantee every year in place of full contract price Bank Guarantee of 3 years in the first year itself. However, such Bank Guarantee shall be with GETCO at any point of time. Therefore, one third amount of Bank Guarantee of 3 years at a time valid for 3 years shall be taken by GETCO.

6.7 Contract performance guarantee shall be valid / extended till the pendency of contract period or extended contract period, whichever the case may be, of the last allotted substation under this contract.

Note:

1. Bank Guarantees to be submitted against EMD as per Cl. No. 13 of GCC & against Performance Guarantee as per Cl. No. 17 of SCC & wherever applicable shall be furnished by following banks:

   (A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis:

   i. All Nationalized Banks.

   (B) Guarantees issued by following Banks will be accepted as EMD / Supply BG & Performance BG for period up to March 31, 2027. The validity cut-off date in The GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. AXIS Bank,
2. AU Small Finance Bank
3. Bandhan Bank
4. City Union Bank
5. CSB Bank
6. DBS Bank India Limited
7. DCB Bank
8. Dhanlaxmi Bank
9. Equitas Small Finance Bank
10. FEDERAL Bank
11. HDFC Bank
12. HSBC Bank
13. ICICI Bank
14. IDBI Bank
15. IDFC First Bank
16. IndusInd Bank
17. Jammu and Kashmir Bank
18. Jana Small Finance Bank
19. Karnataka Bank
20. Karur Vysya Bank
21. Kotak Mahindra Bank
22. RBL Bank
23. South Indian Bank
24. Standard Chartered Bank
25. Tamilnad Mercantile Bank
26. Ujjivan Small Finance Bank
27. YES Bank
28. Ahmedabad Mercantile Co-Op Bank
29. Nutan Nagrik Sahkari Bank Ltd.
30. Rajkot Nagarik Sahkari Bank Ltd
31. Saraswat Co-Operative Bank Ltd
32. SBPP Co-operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co-Op Bank Ltd.
35. The Gujarat State Co-Operative Bank
36. The Surat District Co-Operative Bank
37. The Surat People's Co-Op. Bank Ltd
38. The Baroda Central Co-operative Bank
39. The Panchmahal District Co-Operative Bank
40. The Kalupur Commercial Co-Op. Bank
41. The Rajkot Commercial Co-Operative Bank
42. The Banaskantha Mercanttile Co-Operative Bank
43. Gujarat Gramin Bank

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

7. Clause No. 12 GCC: - Validity of the Offer:

The Validity of the offer will be for **180 days** from the date of tender opening of Technical Bid.

8. It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods & services for the ultimate benefit of the society and Nation.

GETCO management desires to have an integrity pact attached herewith to be signed by authorized person of vendor.

- **QUALIFYING REQUIREMENT**

To be qualified for award, the bidder shall provide following satisfactory documentary evidence to GETCO towards Bidder's capability and adequacy of resources:

REGULAR BIDDERS:

Experience Criteria:

1. Bidder must / should have minimum 3-years' experience in Operation & Maintenance work of either in minimum 10 nos. of 66 kV **or** above class Sub Stations including transformers, Control & Relay Panel, Circuit breakers, Instrumentation transformers etc. on round the clock basis with State or Central Transmission Utility and must have at least one running similar type of contract. The completion / Performance certificate for contract executed and job in hand together with their addresses and value of the work order during last three years to be submitted.

2. The existing regular bidders may be considered as regular bidders. However, if financial criteria are not meet, then quantity allocation will be restricted as per New-2 bidder.

3. **Original equipment manufacturer (OEM)** who is associated in manufacturing of any 4 nos. of major sub-station equipment viz. Power Transformer, CT/CVT, PT, any EHV switchgear Breaker, Control Panel and 11 kV switchgears panel and who possess minimum 5 years of experience of Annual rate contract (of STU/CTU) for maintenance & service back up of their equipment of EHV sub-stations. Supporting documents shall be submitted with Bid. Who have regular supplier of STU / CTU.

Financial Criteria:

1. Minimum Annual Average Turnover (MAAT) for best three individual years out of last five financial years **shall not be less of minimum tender quantity of estimated amount for regular bidder (i.e. 14.71 Crore).** Turn Over certificate from chartered accountant shall be produced. (CA certificate shall be UDIN verifiable)

2. Last quarter's liquid asset should not be less than 20 % of estimated amount of offered quantities as on invitation of tender, also for the purpose of arriving at LA, Current Assets less inventories shall be considered. Last quarter's liquid asset certificate from chartered accountant shall be produced. (CA certificate shall be UDIN verifiable)

NEW BIDDERS:

Experience Criteria:

1. **For New-1 Bidder:** Bidder should have minimum 2-years' experience in Operation & Maintenance work of either in minimum two nos. of 66 KV or above class Sub Stations including transformers, Control & Relay Panel, Circuit breakers, Instrumentation transformers etc. on round the clock basis with State or Central Transmission Utility or major industries (its own sub-station).

The completion / Performance certificate from the clients for contract executed and job in hand together with their addresses and value of the work order along with complete work order (PO) during last two years to be submitted.

2. **For New-2 Bidder:** On satisfactory of the performance as a New-1 bidder for period of Two years of allotted substations of GETCO at the date of bid opening, they are considering as a New-2 bidder.

The completion / Performance certificate from the respective SE (TR), Circle Office for contract executed and job in hand together with their addresses and value of the work order along with complete work order (PO) during last Two years (as a new-1 bidder) to be submitted.

Financial Criteria:

3. Minimum Annual Average Turnover (MAAT) for best three individual years out of last five financial years shall not be less than 1 (One) Crore for New-1 & New-2 bidder. Turn Over certificate from chartered accountant shall be produced. (CA certificate shall be UDIN verifiable)

4. Last quarter's liquid asset should not be less than 20 % of estimated amount of offered quantities as on invitation of tender, also for the purpose of arriving at LA, Current Assets less inventories shall be considered. Last quarter's liquid asset certificate from chartered accountant shall be produced. (CA certificate shall be UDIN verifiable)

Other documents required for Qualifying Requirements:

In addition to above qualifying requirements, following documents / details to be to be submitted along-with offer:

1. Bidder's Net Worth for last 3 financial years should be positive. CA certified Net worth for last 3 years shall be produced.

2. Profit & Loss Account of last five years.

3. Last five years audited account/ Annual report.

4. Firms, who are executing contract(s) or have executed contract(s) in the past of the Employer and any of the following event(s) have been encountered during execution of such awarded contract(s), shall not be eligible to bid for the package(s)/contract(s) whose NIT date of bid falls within the specified period reckoned from the date of determination by the Employer of such event as below

Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1	Termination of any of the awarded contracts due to contractor's default as per contract clause no.79 in GCC	1-year (Effective from 30th day of final notice issued date)
2	Encashment of PBG due to non-performance	1-year Effective from date of encashment of PBG)

	3	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Till the firm comes out of Resolution process
	4	If the contractor, under any of the awarded contract, has neglected to execute the works with due diligence and expedition or refused or neglected to comply with any reasonable order given to him, in writing by the Employer/Owner in connection with the works or contravened the provisions of any of the awarded contracts, and the Owner/ Employer has given notice in writing (referred to as Notice of Default) to the contractor to make good the failure, neglect or contravention complained of.	3-months effective from the date mention from notice

Points to be taken care before submission of bid:

a. The organization may be a company under company act for electrical jobs.
b. The Bidder shall furnish schedules / Annexures for list of personnel, establishment, plant Equipment / experience to handle same type of works etc in the past 3 years.
c. The above-cited requirements are only indicative and not limited to the purpose of fulfilling the need of O&M of Substation.
d. The Owner reserves the right to request for any additional information, if in the opinion of the Owner, the bid is in-complete and also reserves the right to reject the Bid proposal of any Bidder, if in GETCO's opinion the Qualification data is incomplete and Bidder is not qualified to perform the Contract satisfactorily. **The decision of the GETCO in all respect shall be final and binding on all the bidders**
e. Bidder must possess minimum Tools & Plants & testing Equipments as per clause of part II (Technical Specification). This will be verified before the award of work.
f. The bidder shall have valid Electrical Contract License of Gujarat and Registered Vendor of GETCO, registered under GST, Income tax Act and should have CPF Registration Certificate.

Special conditions for bidders are as under:

. 1st time maximum 5 nos. of sub-stations (ongoing i.e. not new) will be allotted to New-1 bidder, if they deemed fit as per QR and monitored their performance for a period of two years.

. Maximum 10 Nos. of sub-stations (ongoing i.e. not new) will be allotted to New-2 bidder, if they deemed fit as per QR and monitored their performance for a further period of two years.

. The employees of outsourcing agency will not be entitled to claim the pay salaries, perks & other facilities which may be admissible to casual & ad hock – regular / confirm employee of GETCO. Further, during the contract or after expiry of contract, in case of termination of the contract also the person deployed by the contractor shall not be entitled to or will have any claimed for absorption or relaxation for absorption in the regular / otherwise capacity in GETCO. the contractor should communicate the above to all the manpower deployed in GETCO. Agency must be followed the salary rate & others as per rate declared by Government of Gujarat time to time.

. There should have appointed Chief Supervisor, if total Nos. of substations are more than 25 and 1 No. of Sr. Supervisor for maximum 5 group of substations allotted and There should be 1 No. of supervisor having qualification of BE (Electrical) among 5 Nos. of substations, as per Annexure - A.

. Law Officer should be part time/consultant.

. ESCROW account shall be opened and maintained for payment to agency staff to overcome the issues in field offices regarding payment of wages to various categories of staff. The agency shall be required to open Escrow Account for payment of Monthly salaries to their staff. Accordingly, Escrow Agreement would have to be executed and signed between GETCO, Bank of Agency and Agency. GETCO shall credit the payments in the designated Escrow Accounts opened by agencies. The Agencies shall make payment of salaries / wages (as per GOG rates) to the staff from this Escrow Account only.

. Category of bidder (New-1, New-2 & Regular) will be considered based on fulfilment of Experience & Financial both criteria.

5.2 EVALUATION CRITERIA:

. Reverse auction may be possible, if the bidding percentage more than 0.01%. (Reverse Auction will be carried out as per GCC Cl. 75)

. Regular bidders shall have to quote minimum 10% of Tender quantity of substations to be tendered. New-1 has to quote maximum 05 Nos & New-2 has to quote maximum 10 nos. of sub-stations to be tendered.

. L-1 regular bidder will get Maximum 15 % of Tender quantity of substations to be tendered, quantity allocation to L-1 regular bidder will be their offered quantities (Maximum 15 % of Tender quantities of sub-stations) or as per their MAAT & LA, whichever is lower.

. GETCO reserves right to distribute the quantity among L2 and onwards bidders subject to price matching with L1 price and up to maximum Quantity allowable (15%) to one bidder if the bidder is fulfilling other requirements.

. Regular bidders shall have to match with the rate of lowest Regular bidder and New Bidders (New-1/New-2) shall have to match with rate of lowest New bidder (New-1/New-2).

. The New bidder is eligible for quantity allocation subject to price of such New bidder is lower than the Regular L-1 bidder.

. "New bidder" shall be considered for award of work only when they are L1 in the price comparison.

. Total maximum 25 % of tender quantities to be allocated for New-1 & New-2 bidders, subject to each New-1 bidder maximum 5 (Five) Nos. of sub-station and each New-2 bidder maximum 10 (Ten) Nos. of sub-station.

. Company would not place orders on more than 50% of the total bidding parties. However, in case the quantities offered/ accepted by 50% of total parties do not fulfil the requirement of the Company then the Company may relax the said criteria at their discretion.

5.3 The bidders who had quoted as New Bidder **in earlier tender** & as per tender qualifying requirement clause No. 5.2 (e) of SCC if they are eligible as a Regular Bidder then they are free to quote either as New Bidder or Regular Bidder based on fulfilment of other criteria in the category of New Bidder or Regular Bidder.

5.4 Legal officers appointed by successful bidder shall be submitted the appointment letter/contract agreement for legal matter for subjected order.

Additional Documents:

Apart from various documents to be furnished along with the Bid as required in the GCC and TTC, the following documents/details are to be furnished by the bidder:

1.GST Registration Certificate /Income tax PAN No./ issuing authority.
2.Regn. No. under Shops & Estt. Act/ issuing authority
3.Details of the Company.
4.Copy of partnership Deed or Memorandum of article of Association
5.Experience Record and details of orders pending / executed for various utilities
6.Last five years Audited Accounts/Annual report
7.Factory Registration/license details
8.Copy of PF code Number allotted by PF authority.

Details as per qualifying requirement to be uploaded along-with offer.

7.CA certificate to be attached for MAAT, LA and Net-worth. (This is must).
8.Under taking in respect of reference to NCLT under Insolvency & Bankruptcy Code. The undertaking is to be furnish by the bidder in its bid as per the format attached herewith as ***Annexure–IV*** and shall be deemed to be part of the bidding scheduled referred as ***Annexure–4*** to be submitted by the bidder with QR bid.
9.Supply/Order executed details for offered items with name of purchaser, date and location to be mentioned.
10.Performance certificate for satisfactory operation/working for period as per qualifying requirement attached with specification. (This is must for getting the offer qualified)

Note: Bidders have to upload detail in above format with supporting documents, failing which offers is liable to disqualified.

11.No Pre-Bid meeting is arranged.

12.LIQUIDATED DAMAGES (LD) FOR DELAY. – Refer cl. no. 41 of SCC of Amendment-I of Part-I Tender Specifications.

13.The payment terms specified under Clause No. 38 of GCC of Part-I Tender Specifications.
Being O& M Contract tender, Clause of Interest Bearing Advance is not applicable.

14.No further extension will be given against rain period and this rain period shall be considered as working period. While quoting the bid, Bidder have to consider this period.

15.The bidders are requested to upload their bids on line through our service provider M/s. (n) Code Solutions, one day prior to the due date for submission, in order to avoid all complications / disputes at later stage arising due to last moment submission.

16.1) Separation of the Contract into Supply of Goods, Services and Civil Work, is only for convenience and better economical management and for the ease of Accountancy but the entire Contract, is to be assessed under GST Law, as the Works Contract Service, which is, as per the provisions of Section 2(30), read with, Section 2(119), further read with, Paragraph 6(a) of the Schedule II to the CGST Act, 2017 or SGST Act, 2017 and similar provisions, applicable under the UTGST Act, 2017and the IGST Act, 2017 and the entire activity, would be subjected to levy of Tax, at the rate of 9% CGST + 9% SGST or 18% IGST, under the GST Law. However, Classification Codes for different segments or portions of the Works Contract, may be specified separately, in the Supplies, with a final common Classification Code of Works Contract Service.

2) The Bidder is hereby conveyed that only SAC Code and Tax rate for supply of Service Works Contract i.e. 18% is relevant for the purpose of contract since the contract is works

contract and any separation in the works is for better management and convenience purpose.

It is to state that bidders are however requested to fill the HSN code item by item for the knowledge and transparency purpose which shall have no bearing on price or taxation payment.

17.All the Equipments/hard-wares proposed to be supplied shall have valid type test certificates from any accredited NABL laboratory not older than 7 years & must be valid up to the expiry of validity of offer.

18.Items/materials proposed to be supplied by bidder of similar or higher rating shall be in service for a period of minimum 3 years. (Supporting documents/Certificates of original customer to be submitted.)

19.Relationship with employee:

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

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

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

20.Conflict of Interest among Bidders / Agents

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

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

21.Use of 'Call Before u Dig' (CBuD) mobile application:

Bidder is to note that it is mandatory to use 'Call Before u Dig' (CBuD) mobile application for all excavators prior to any type of excavation / digging.

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

Note : Tender is Percentage rate basis.

SIGNATURE OF TENDERER COMPANY'S ROUND SEAL

DATE: -

PLACE:-

Note: Following Schedules/Annexure shall be furnished online along with QR/Technical Bid

Sr. No.	DESCRIPTION
Schedules / Annexure to be upload along with QR Bid	
01	SCHEDULE- 03 - Financial capability

02	SCHEDULE- 06 – Confirmation of Details of Bidder
03	ANNEXURE – 1 – Details of Firm
04	ANNEXURE – 2 – Details of Experience
05	ANNEXURE – 3 – List of Performance Certificate
06	Declaration
07	Completion Period
08	ANNEXURE – X
09	ANNEXURE – IV
10	Certificate-A
11	MAAT,LA and Net worth Certificate
12	Last Quarter LA Certificate.
Schedules / Annexure to be upload along with Technical Bid	
01	Confirmation of Attachment
02	Certificate of Technical compliance

Note: Sample for envelope for Physical submission of Only Tender fee, EMD and Integrity pact for subject tender through RPAD / Speed post only.

BY RPAD/ SPEED POST only (TENDER DOCUMENTS)

Do not open this cover before Dt: _____.

(DUE DATE FOR PHYSICAL BID SUBMISSION OF TENDER NO:

ACE(P&C)/Contracts/E-516/SS/66KV O&M for Sub: **66KV class substations for Operation and Maintenance contract for 545 Nos. of substations for a period of three years.**

TO,
THE ADD.CHIEF ENGINEER (PROCUREMENT & CONTRACTS),
8TH FLOOR SARDAR PATEL VIDYUT BHAVAN,
CORPORATE OFFICE, GETCO
RACE COURSE,
VADODARA - 390007

FROM,
M/S. _____,
_____ ,
_____
(Complete registered address of bidder with mobile no.)

SCHEDULE-17
GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, BARODA
Date:

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

Tender no: ACE(P&C)/Contracts/E-516/SS/66KV O&M

Sub: "66KV class substations for Operation and Maintenance contract for 545 Nos. of substations for a period of three years."

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

GETCO COMMITMENT	**PARTY'S COMMITMENT**
○ To maintain the highest ethical standards in business and profession.	○ Not to bring pressure / recommendations outside GETCO to influence its decision.
○ Ensure maximum transparency to the Satisfaction of stakeholders	○ Not to use intimidation, threat, inducement or Pressure of any kind on GETCO or any of it's employees under any circumstances.
○ To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.	○ To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
○ To ensure regular and timely release of payment on due dates for work done.	○ To provide goods and / or services timely as per agreed quality and specifications at minimum cost to GETCO.
○ To ensure that no improper demand is made by employees or by anyone on our behalf.	○ To abide by the general discipline to be maintained in our dealings.
○ To give maximum possible assistance to all the Vendors / Suppliers / Service provider and others to enable them to complete the contract in time.	○ To be true and honest in furnishing information including payment to agents / sub-agents.
○ To provide all information to suppliers/ contractors relating to contract / Job which facilitate him to complete the contract / job successfully in time.	○ Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
○ To ensure minimum hurdles to Vendors/ suppliers / contractors in completion of agreement / contract / work order.	○ Not to enter into carter / syndicate / understanding whether formal / non formal so as to influence the price.
_____ **Seal & Signature** **(GETCO Authorized Signatory)** **Name:** Designation :	_____ **Seal & Signature** **(Party's Authorized Person)** Name:

To be submitted with Q.R BID (On letter head with following declaration)

Declaration regarding " Relationship with Employee"

Relationship with Employee :

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

" If in any Bidder Company/firm, the interest (i.e. Shareholding in company and share inpartnership firm) of any employee of the tendering Company or his/her relative as defined in Section 2(77) of the Company's Act 2013 is 10% or more, the tendering company will not deal with such company/firm at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company"

Signature of Signature of

Authorized

representative of Company /

Agency

NAME:

_____

_____

STATUS:

_____

_____

Name of BIDDER

To be submitted with Q.R BID (On letter head with following declaration)

Declaration regarding "Conflict of Interest amount Bidders/Agents"

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

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) bidder participates in more than one bid in this bidding process. Participation by a bidderin more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) in case of a holding company having more than one independently manufacturing units,or more than one unit having common business ownership/ management, only one unitshould quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shallnot have conflict of interest with other bidders for particular quoted item, as above.

Signature of
Authorized
representativeof
Company / Agency

NAME:

_____

_____

STATUS:

_____

Name of BIDDER