

	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.getco Gujarat.com	

TENDER NOTICE No: ACE (P&C)/TN-13/26-27

Invitation of Bids

ACE (Procurement & Contracts) invites "On line Tenders" (e-tendering) from the Manufacturers whose works in India having GST registration for the purchase of following items. Tender Documents & Specifications may be downloaded from Web site <https://tender.nprocure.com> (For view, down load and on line submission) and GUVNL/GETCO web site www.getco Gujarat.com (For View & down load only). Tender fees and EMD shall be paid along with submission of tender, for respective tender. "All the relevant documents of tender (Table-A) to be submitted physically will be received only by Registered Post A.D. or Speed Post addressed to Additional 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.** All other documents must be uploaded in soft copy in (n)procure website as per requirement (Table-B &C).

TABLE-1 : (FOR INVITATION OF BIDS) :

Sr. No.	Tender Description			
1	Tender No.:	ACE(P&C)/V/E-3121/PMC for BESS/2026-27		
2	Purchase of	Open Tender on n-procure portal for hiring of PROJECT MANAGEMENT CONSULTANT (PMC) through QCBS method to provide Technical Assistance in the Execution of the Pilot Project on AGC-Enabled Battery Energy Storage System (BESS) for Grid Support Services to State Load Dispatch Centre (SLDC), Gujarat.		
3	Tender Fee in Rs. (non-refundable)	Rs. 1180/- (1000.00 + 18 % GST)		
	Mode of payment of tender fees	Online / NEFT / RTGS/IMPS		
4	EMD Amount in Rs.	40,000.00		
	Mode of payment of EMD	Online / NEFT / IMPS		
5	GETCO Bank Account Details for NEFT / RTGS payment for submission of Tender Fees & EMD	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, Gautamnagar Society, Race Course Circle, Vadodara
		6	IFSC Code	BKID0002501
		7	PAN No	AABCG4029R
		8	TAN No	BRDG00540B
		9	GST No	24AABCG4029R2ZC

6	Pre-bid meeting	21.09.2026 @ 15:00 Hrs.
7	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only.	28.09.2026
8	Bid Validity Period	120 days from the actual date of opening of bids (TBO)
9	Minimum Quantity required to be offered by the bidder	NA
10	Delivery Schedule	As per Table-4 of Clause-6 of ITB
11	Date of opening of Preliminary Stage	28.09.2026 at 16:30 hrs on wards
12	Date of opening of technical bid	28.09.2026 at 16:45 hrs on wards
13	Date of opening of Price Bids:	Shall be intimated separately
14	Prices	Firm
15	Type of Tender	Open
16	Inter-se Reverse Bidding	Not Applicable
17	Duration Period of the tendered item/work	24 Months

Table-2 : Mandatory document submission for preliminary stage :

Sr. No.	Documents	Mode of submission as a mandatory requirement
1	Tender Fees	Online only
2	EMD	• Online only - submitted by online/NEFT/RTGS/IMPS
3	Notarized copy of EMD Documents if applicable for exemption/reduced EMD	NA
4	Vendor Registration	NA
5	Notarized copy of Country Boundary Declaration on Rs.300 Non-Judicial Stamp paper.	NA
6	Notarized Declaration of Rs.300 Non-Judicial Stamp paper.	online only

IMPORTANT:

1. All the online Annexures & price bid i.e. Annexure-1 to 16, RFP, GETCO Confirmation, GETCO terms, Financial price bid and other tender documents (refer Table-B & C) must be uploaded / attached in the online form.

2. It is mandatory for all the bidders to submit the **tender documents in online form** viz. on-line (E-tendering). “the physical form” of submission of Tender Documents in commercial terms and Condition of the tender shall be read as “upload/attach Documents” to (n) procure website.
3. 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 attached document, 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 attach copy of supporting authentic documents (**Table-B & C**).
(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.)

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

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to: THE ADDITIONAL CHIEF ENGINEER (PROCUREMENT& CONTRACTS), Gujarat Energy Transmission Corporation Limited, Corporate Office, S. P. Vidyut Bhavan, Race Course, Vadodara - 390 007, preferably within one (01) week from publication of the tender.

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

Your's faithfully,

-sd-

Additional Chief Engineer (Procurement & Contracts)

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

Part – I: Commercial Terms & Conditions

Part – II: Technical Specifications & GTP'S, Schedule “A” indicating the quantities & items, drawing if any.

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

Note:

In case bidder needs any difficulty in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Phone

Airtel : +91-79-40007501, 40007512, 40007516,40007517,40007525

Reliance : +91-79-30181689

Fax : +91-79-40007533

E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 1-800-233-7944 (EXT: 501, 512, 516,517, 525)

SCHEDULE – A(For Clause No. 5 of Comm. Terms & conditions Category of Item : **NA****Table-3 : Work Description, EMD Amount to be quoted**

Sr. No.	Work Description	EMD Payable (in Rs.)
1	2	3
1	Open Tender on n-procure portal for hiring of PROJECT MANAGEMENT CONSULTANT (PMC) through QCBS method to provide Technical Assistance in the Execution of the Pilot Project on AGC-Enabled Battery Energy Storage System (BESS)	40,000.00

Information to Bidders

- 1) Cl. No. 65 of commercial terms and conditions, the minimum tendering quantity is revised- **Not Applicable**
- 2) All those manufacturers, who have required PQR and already qualified as Outside Gujarat (OG – Regular) party in GETCO, shall be considered regular Gujarat Based (GB – Regular) party provided they put up their manufacturing base in Gujarat with registration and Type Test documents as per GETCO's qualification before the tender. The fresh registration and due inspection is essential for the factory at Gujarat. In case wherein one company is registering within the State for more than 2-3 locations, they will be allowed to quote from only one location in place of quoting from multiple locations. Moreover, they also have to do type test again after registration is done in the State in order to avail the benefit of Regular Gujarat based party. Also, such company will be in its original name rather than a subsidiary company to avail benefits of Gujarat based company. **-NOT Applicable**

QUALIFYING REQUIREMENT DATA:

Qualifying requirement (QR) as per RFP are must fulfilled by bidder, in case not fulfilled, bid shall be treated as rejected.

INSTRUCTION TO BIDDERS (ITB)

- 1) Tender Fees is as mention in Table-1, which is non-refundable.
- 2) The total applicable EMD amount shall be as per column no.2 Table-3 of Schedule-A.
- 3) **Mandatory Documents to be uploaded online** : The documents required as per RFP of this tender, the bid shall be out rightly rejected in preliminary stage.
 - (i) **Tender Fee: Online/ RTGS/NEFT**
 - All the Bidders will be required to pay Tender Fees plus applicable GST as mentioned in the Tender document either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS/ NEFT/online.
 - Photo copy of money receipt of tender fee (self-certified), if tender fee paid in cash at corporate office of GETCO. In case of payment through RTGS/NEFT UTR detail shall be submitted in covers as well as to be uploaded in online document submission. **This is mandatory**

(II) **EMD :**

The EMD Amount is to be paid as per below mentioned method :

Amount of EMD	Method
Upto Rs.10,000.00	Cash/RTGS/NEFT/Online
Above Rs.10,000.00 and less than Rs.3,00,000.00	RTGS/ NEFT/Online
Rs.3,00,000.00 and above	RTGS/ NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee

In case of payment of EMD through RTGS/NEFT/Online, bidder has to submit online / upload copy of the transaction made or receipt of EMD payment along with following details:

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

Note for (I) & (II) :-

- Bidder has to provide all above details on the same date of payment to following e-mail ID, so that receipt can be generated:
aocash.getco@gebmail.com
- It is to inform here that, RTGS/NEFT shall be from Bidder's account only (It shall not be from personal account).

(III) EMD Documents (if applicable for exemption/ reduced rate EMD payable)-**Not Applicable**

(IV) Vendor Registration : -**Not Applicable**

(V) Notarized copy of Country Boundary Declaration : on Rs. 300/- Non judicial stamp paper (as per attached format)- **Not Applicable**

(VI) Notarized declaration for Authorized representative : on Rs. 300/- Non judicial stamp paper for Authorized representative. (as per attached format)

As per Purchase Policy Amendment no. (9) dt.03/08/2019 **regarding Conflict of Interest among Bidders/Agents clause No.4.23**, Kindly upload on N-procure website authority letter of your representative (Who will make correspondence with GETCO) in tender document (i.e. EMD Cover). also mention name of same authorized representative in online Annexure-3. **For any discrepancy between online Annexure-3 & uploaded Notarized declaration for Authorized representative, online uploaded Notarized declaration for Authorized representative will be considered as final.-**

Bidders are requested to upload all Mandatory documents on N-procure website in Preliminary stage (refer Table-B). If any Mandatory Documents are missing, the Bid will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid".

- During scrutiny of the documents submitted online in soft copies, if required, its original copies may also be asked from the bidders for verification of the same.

4) EMD Cover :- Not Applicable

5) **Work schedule:** .

Table-4 : Work Schedule

Sr. No.	Description of Material	Work Duration
1	Open Tender on n-procure portal for hiring of PROJECT MANAGEMENT CONSULTANT (PMC) through QCBS method to provide Technical Assistance in the Execution of the Pilot Project on AGC-Enabled Battery Energy Storage System (BESS)	24 Months

The above specified delivery Schedule is for the entire work.

6) The firm whose supply against the previous order is pending as on the date of opening of the tender even after completion of their contractual delivery period, in such case the Company reserves the right to consider or not to consider their bid at its sole discretion. This clause shall supersede Clause no.68 of Commercial Terms and Conditions. **-Not Applicable**

7) Corporation reserves the right to terminate the contract at any time, without assigning any reason, whatsoever, by giving a notice period of Two months from the date of notice of termination of the contract. Suppliers will not be entitled for any compensation/ damages / losses, whatsoever, on account of such termination of the contract. Other text portion of Clause No. 49 – Termination of Contract will also be applicable.

8) **List of Banks for submission of BG:**

Bank Guarantees to be submitted against EMD as per Clause No. 8 & against Performance Guarantee as per Clause 9 & 41, of the Commercial Terms and Conditions and wherever applicable shall be furnished by following Banks: (on Rs. 300 Non judicial stamp)

(A) **All Nationalized Banks.**

(B) Guarantees issued by following Banks will be accepted as EMD / Supply BG & Performance BG for period up to March 31, 2026 as per GR No. FD/MSM/e-file/4/2024/2859/DMO dtd. 01.05.2025. The validity cut-off date is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1	Axis Bank	23	South Indian Bank
2	A U Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnadu Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	Yes bank
6	DBS Bank India Ltd.	28	Ahmedabad Mercantile Co-Operative Bank
7	DCB Bank	29	Nutan Nagrik Sahakari Bank Limited
8	Dhanlaxmi Bank	30	Rajkot Nagarik sahakari Bank Limited
9	Equitas Small Finance Bank	31	Saraswat Co-operative Bank Limited
10	Federal Bank	32	SBPP Co-operative Bank Ltd
11	HDFC Bank	33	SVC Co-operative Bank Ltd
12	HSBC Bank	34	The Cosmos Co-Op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-Operative Bank
14	IDBI Bank	36	The Surat District Co-Operative Bank
15	IDFC First Bank	37	The Surat People's Co-Operative Bank Limited
16	Indusland Bank	38	The Baroda Central Co-Operative Bank

17	Jammu and Kashmir Bank	39	The Panchmahal District Co-Operative Bank
18	Jana Small Finance Bank	40	The Kalupur Commercial Co-Operative Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-Operative Bank
20	Karur Vysya Bank	42	The Banaskantha Mercantile Co-Operative Bank
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

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

Note: On receipt of approved list of Bank from GoG, same may be applicable & bidder has to submit fresh BG if Bank name is not included for submitted BG

9) Guarantee: The Guarantee shall be as per Sr.No.19 of Table-1 and Clause No.40 of the Commercial Terms & Conditions. - **Not Applicable**

10) In commercial terms & conditions Clause No 7: "Price evaluation" will be done on FIRM price basis.

11) Validity of the Offer:

Clause No. 10 of commercial terms & conditions of tender may be read as:

"The offer will have to be kept valid for a period of **120 days** from the actual date of opening of bids. In case of finalization of the tender is likely to be delayed, the tenderer's will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offer will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made."

12) 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. However, this document is voluntarily and does not have any legal binding. (Bidder has to upload online on N-procure website along with technical bid)

13) Details as per qualifying requirement to be uploaded along with offer on N-procure website. Bidder have to upload details in following format for the offered items with offer; - **Not Applicable**

Sr. No.	Tender Items	Manufacturing Capacity*	Order executed with qty & date, place. **	Performance as per qualifying requirement of specification ***	Commercial deviation \$	Delivery offered

- Copy of Registration issued by any subsidiary company of GUVNL for the tendered item.
- **Chartered Engineer certificate to be Uploaded. - Not Applicable**
- ** Supply details for offered items with name of purchaser, date and location to be mentioned.
- *** Performance certificate for satisfactory operation/working for period as per qualifying requirement uploded with specification. (This is must for getting the offer qualified)

14) The bidders are requested to submit 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.

15) Type Test Reports :-Not Applicable

16) Security Deposit :

Clause No. 9.1.1 shall be added in Commercial Terms & conditions as under.

9.1.1 : Security Deposit if paid will be returned on successful completion of the Order and only after the Performance Guarantee Condition is fulfilled.

If the full Security Deposit amount is not paid within 15 (Fifteen) days after the receipt of the LOA, then the order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of the Corporation) and without entering into any correspondences and this will be binding on the Tenderer.

17) Penalty for Late Delivery :-NOT Applicable

Commercial terms & condition clause No. 23.1 first para shall be read as under.

“Penalty shall be @ 0.5% per week or part thereof plus applicable taxes (if any) on delayed portion subject to maximum 10% plus applicable taxes (if any) of the delayed portion order value (End Cost including GST and Cess as applicable) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value including GST and Cess as applicable of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

Moreover, in case of supply is delayed more than seven months, company may initiate for Stop Deal/Black List along with risk purchase.”

18) Deduction of TDS under GST:

“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. TDS certificates in the prescribed format will be issued as per prescribed rules under GST.”

19) 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-filers 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.

20) Conflict of Interest :

As per Purchase Policy Amendment no. (9) dt.03/08/2019 regarding **Conflict of Interest among Bidders/Agents clause No.4.23 as under:**

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

- a) They have proprietor/Partner(s)/Director(s) in common: or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of the bid; or

- d) They have relationship with each other, directly or through common third parties, they put 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 manufacture in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufactures, one agent cannot represent two manufacturer or quote on their one 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 for particular quoted item, as above

Note: Kindly upload online on N-procure website the authority letter of your representative in tender document (i.e. in Preliminary bid document)

21) Bank Guarantee :

As per Purchase Policy Amendment No. (10) dtd.14.11.2019 (Addition of new clause no. 4.17.15 in Purchase Policy – 2016 for procurement of material) as under:

- The supplier has option to **submit single Bank Guarantee**, to cover execution period and Guarantee/Warranty period, equivalent to higher of two Bank Guarantees i.e. Security Deposit and Performance Guarantee as mentioned in Purchase Policy Clause No. 4.17.5 to 4.17.7.
- It should be valid till completion of Guarantee/Warranty period including additional one month.

However, in case of the delay in execution/delivery extension of Purchase Order, the supplier shall have to extend such Bank Guarantee accordingly.

22) Rights of the Owner :

The New Special conditions of contract shall be considered as below:

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

“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, MGVCL, 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:

- a) Any sum of money due and payable, to the contractor (including the security deposit) under the contract may be withheld or retained by way of lien by the Owner against any of its claim in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Owner or GUVNL or any of its subsidiary companies.

It is an agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the Owner till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator or competent court, as the case may be, and the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and as may be duly notified to the contractor.”

23)Amendment in commercial terms and conditions – REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Moreover, kindly refer the "Office Memorandum" Issued by Ministry of Finance Ref. No. F.No. 6/18/2019-PPD, dtd: 23rd July, 2020 and submit all relevant documents accordingly.

25) Qualifying Requirements : - As per RFP of this tender**26) Audit Inspection : -Not Applicable**

27) The terms and conditions of this tender are derived from the provisions stated under prevailing Purchase Policy-2016 (along with its amendments) of GUVNL. If any dispute or discrepancy arises in any respect at any stage, the aforesaid Purchase Policy-2016 and its amendments made by GUVNL shall be considered as final and obligatory to the either side. Purchase Policy-2016 and its amendments are available at our website www.getcogujarat.com

28) VMS Portal :- Not Applicable**29) Inter-se Reverse Bidding :- Not Applicable**

30) Clause No. 50 " ARBITRATION" of Commercial Terms and Conditions shall be superseded by following clause:

For Procurement of Goods or Services and Non- Works Contracts:

(1) Amicable Settlement

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

(2) Arbitration

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause 31, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad ("the Centre" for short), currently functioning in the High Court Complex, Sola, Ahmedabad for appointment of arbitrator and thereupon, the Centre shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. If the parties unanimously agree to appoint three arbitrators, then in that case, each party shall appoint one arbitrator from the panel of arbitrators of the Centre, and the Centre shall appoint the third arbitrator, who will act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties for all disputes arising under or in connection with this agreement. The arbitration shall take place at the Arbitration Centre, Ahmedabad, High Court Complex, Sola, Ahmedabad, Gujarat, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the proceedings shall be conducted in English. The arbitration award shall be final and binding on the parties.

Refer commercial terms and condition uploaded with this tender. However, following may please be considered.

- (1) Please refer Annexure -11 of commercial terms & conditions, documents mentioned shall be submitted online.
- (2) All the online Annexure & price bid i.e. Annexure-1 to 15, price bid are not to be submitted with physical documents.
- (3) Technical evaluation would be carried out for the items offered in the online Annexure - 4 (Un-priced Schedule) i.e. copy without prices. The quantity, GST offered in online price bid shall be considered as final in case of any discrepancy.
- (4) Here,
 - a. online offer shall be read as all online Annexures/ /all forms where bidder has to fill up the data.
 - b. Online submitted/attached documents shall be read as "all reference documents (as per Table-B &C) which bidder has to upload/attach in Preliminary stage & Technical stage
- (5) While filling up the online "PRICE BID", please note following:
Applicable GST rates needs to be mentioned in "GST rate with Cess, if any" Column and in case of tenderers opting for composition scheme, "C" shall be mentioned and amount (In Rs.) shall be "0" (Zero) in "Unit GST with Cess, if any per Unit in Rs." Column of online "PRICE BID".
- (6) Please refer Clause No. 36 of commercial terms & conditions, the required documents shall be submitted /Attached in soft copy only.
- (7) **In purchase agreement clause No. 6 on page No. 3 please read TWO MONTH'S NOTICE IN WRITING in place of ONE MONTH'S NOTICE IN WRITING.**
- (8) **Bidder shall have to submit all tender Documents as per Table A, B & C.**
- (9) Please read Clause no. 34 of commercial terms & conditions instead of Clause no. 35 for "IMPORTANT INSTRUCTION"

Date:-

SIGNATURE OF TENDERER

Place:-

COMPANY'S ROUND SEAL

Date:

Seal & signature of Tenderer

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Vadodara

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

OUR ENDEAVOUR

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 the nation.

GETCO COMMITMENT

- To maintain the highest ethical standards In business and professional

Ensure maximum transparency to the Satisfaction of stakeholders.

To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.

- To ensure regular and timely release of payment on due dates for work done.
- To ensure that no improper demand is made by employees or by anyone on our behalf.
- To give maximum possible assistance to all the Vendors / Suppliers / Service provider and other to enable them to complete the contract in time.
- To provide all information to suppliers/ contractors relating to contract / Job which facilitate him to complete the contract / job successfully in time.
- To ensure minimum hurdles to Vendors/ suppliers / contractors in complete of agreement / contract / work order.

PARTY'S COMMITMENT

Not to bring pressure / recommendations outside GETCO to influence its decision.

- Not to use intimidation, threat, inducement or Pressure of any kind on GETCO or any of it's employees under any circumstances.

To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.

- To provide goods and / or services timely as per agreed quality and specifications at minimum cost of GETCO.
- To abide by the general discipline to be maintained in our dealings.
- To be true and honest in furnishing information including payment to agents / sub-agent.
- Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
- Not to enter into carter / syndicate / understanding whether formal / non-formal so as to influence the price.

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Name:

Designation:

IMPORTANT FOR BANK GUARANTEE'S:

- **Special Instructions Regarding Bank Guarantee(s) as Security deposit and Earnest Money deposit:**
 - i. There should be a claim period of at least one month after expiry of the Bank guarantee
 - ii. Bank guarantee Invocation–lodgment of claim should be possible at Local Branch of Issuing Bank
 - iii. For Invocation of BGs, a written application from the beneficiary i.e. GETCO should be sufficient for lodgment of our claim
 - iv. On receipt of original bank guarantee, a written confirmation should be given to GETCO from the issuing bank
- **NAME OF DESIGNATED BANKS:**

AS PER CLAUSE No. 8 above.

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

- **PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES**
 - 1) Title of Bank Guarantee shall be as per format of respective BG.
 - 2) Bank Guarantee number and date to be written on every page of Bank Guarantee & its extension.
 - 3) If B/G amount is more than Rs. 50,000/-, kindly take sign of two Bank Officer with their respective Employee Code No.
 - 4) Valid confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.
 - 5) Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
 - 6) Round seal and signature of two Bank Officers should be affixed on every B/G paper.
 - 7) **BG Formats are attached separately. (on Stamp Paper of Rs. 300.) BG format with Commercial terms & conditions shall not be considered,**

Table-B

<u>Following Documents (i.e. signed & sealed) are mandatory to be submitted in soft copy. In absence of it, the bid shall be outright rejected.</u> Note:- For any discrepancy between physical EMD cover documents received and online document (Table B), physical EMD cover documents will be considered as final.	
Sr. No.	Description
1	Copy of Tender Fee RTGS/NEFT/Online Detail (as per clause 4 (I) of schedule – A)
2	Copy of EMD DD/ Bank Guarantee/RTGS/NEFT/ Online Detail (as per clause 4 (II) of schedule –A)
3	Copy of Notarized declaration on Rs. 300/- Non judicial stamp paper as per attached format for Authorized representative.(as per attached format)

During scrutiny of the documents submitted online in soft copies (Table-B), if required, its original copies may also be asked from the bidders for verification of the same.

Table-C

<u>These Documents are Mandatory for evaluation of Technical Bid.</u> <u>In absence of it, GETCO has right to reject your bid.</u> <u>All documents must be duly sealed & Signed & submitted in soft copy.</u>	
Sr. No.	Description
(i) Technical & commercial Documents	
1	Tender Schedule-A with all corrigendum and all document required in RFP of this Tender
2	Integrity Pact signed by firm
4	Important Instructions signed by firm
5	Commercial Terms and conditions duly seal and signed
6	GETCO Technical specifications duly seal and signed
(ii) Financial Documents	
20	A/c detail/ cancelled Cheque
21	GST Registration
22	PAN CARD
23	Last three Financial years Balance sheet with audited result
24	Last Three Financial year ITR filled
25	Last Three year turn over/ CA Certificate
26	List of Partners/Directors with MoA/MCA-21 (if applicable)
27	Partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC
(iii) Certificates	
28	Notarized Copy of BIS License (if applicable)
29	BEE Certificate (if applicable)
30	ISO Certificate
31	Power of Attorney/Board Resolution

- Bidder must submit/attach all documents mentioned in above table invariably wherever required/applicable **duly sign & seal** as per Tender conditions. Please read tender documents carefully.
- It's GETCO sole discretion to reject the offer without any of above documents.
- Bidder are requested to name their "pdf" files as per description given in above tables and must be attached at appropriate place (e.g. your factory license pdf document must be named as "**Valid Factory License**" & must be attached at appropriate place only)

4. All above mentioned documents are **mandatory** and must be attached in Preliminary Bid & Technical Bid. However, in any case some document is not applicable (e.g List of Partner/Directors in case of proprietary Bidder) than, they have to attach PDF document shown on Page – 23.
5. Document size per field should not be more than 3 MB. For Documents which can be of bigger size more than one fields (Non- mandatory fields) are already provided. (For this bidder has to split their document and named them as for Example Type Test Report-1, Type Test Report-2 etc.)
6. Some extra Non- mandatory fields are also provided in attachment section of online Technical bid. Bidders can utilize these fields if they required more field to attached their documents. Even after this Bidder in not able to upload their all documents, then they are requested to contact P&C Department.

NOT
APPLICABLE

Date:

Seal & signature of Tenderer