



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Wanakbori Thermal Power Station, TalukaThasra, DistKheda– 388239. Ph. 91-2699-235522

Fax: 91-2699-235607 e-mail: wtps.ceg@gmail.com Website: www.gsecl.in

RFQ-28864(E): Supply of Spares for Sonic Soot Blower System for Stage-II at WTPS

CHIEF ENGINEER (C&O), GSECL, WANAKBORI THERMAL POWER STATION, INVITES TENDERS FROM INTERESTED BIDDERS, FOR SUPPLY OF ABOVE MATERIAL. THE DETAILS OF THE SAME ARE GIVEN BELOW.

BIDDERS SHOULD SUBMIT THE DOWNLOADED DOCUMENTS, DULY FILLED, STAMPED AND SIGNED, AS PER THE INSTRUCTIONS GIVEN HERE UNDER.

1	ESTIMATED COST RS.	89100
2	LAST DATE OF ISSUE OF TENDER	NA
3	LAST DATE OF SUBMISSION OF COMPLETE TENDER DOCUMENT (BY R.P.A.D./SPEED POST ONLY)	UP TO 3.00 P.M. ON OR BEFORE DUE DATE AS PER RELEVANT TENDER NOTICE ON OUR WEB SITE
4	DATE OF OPENING (IF POSSIBLE) TECHNICAL BID ONLY	3.30 P.M. ON DUE DATE AS PER RELEVANT TENDER NOTICE ON OUR WEB SITE
5	EARNEST MONEY DEPOSIT RS.	890
6	SECURITY DEPOSIT(TO BE DEPOSITED WITHIN 15 DAYS FROM THE DATE OF LOI)	10% OF THE END COST
7	Tender Fees Amount (Compulsory & Non-Refundable) in form of RTGS/NEFT/Demand Draft in favour of Gujarat State Electricity Corporation Limited, TA-Thasra Dist. - Kheda payable at DENA BANK, WTPS.	500
8	DELIVERY PERIOD (FROM THE DATE OF LOI)	3 MONTHS
9	SAMPLE REQUIRED BEFORE BULK SUPPLY	NO
10	VALIDITY OF RATES	120 DAYS FROM THE ACTUAL DATE OF TECH. BID OPENING.

1. Tender Fee (non refundable) will be as per sr. no.7 of above table.
2. Earnest Money Deposit (refundable)/ SECURITY DEPOSIT will be accepted by RTGS/NEFT/Demand Draft in favour of Gujarat State Electricity Corporation Limited, TA-Thasra Dist. - Kheda payable at DENA BANK, WTPS or by Bank Guarantee of any of the nationalized/Approved Bank of GSECL. As mentioned here under:
 - i. All nationalized banks including the public sector bank-IDBI Ltd.

**BIDDER SIGN WITH COMPANY SEAL
RFQ: 28864E**

ii. Private sector banks authorized by RBI to undertake state government business(at present AXIS bank, ICICI bank & HDFC bank)

- -Commercial banks: 1. Kotak Mahindra bank, 2. Yes Bank, 3. Indusind Bank, 4. Ratnakar Bank 5. Karur vysya Bank 6. DCB Bank 7. ING vysya Bank
- Co-operative Banks of Gujarat: 1. The kalapur commercial cooperative bank limited. 2. Rajkot nagrik sahakari bank limited, 3. The Ahmedabad mercantile co-operative bank limited. 4. The mehsana urban co-operative bank limited 5. Nutan nagrik sahakari bank limited

RTGS/NEFT Bank details.

BANK NAME & BRANCH:-DENA BANK, WANAKBORI, TA:THASRA, DIST: KHEDA, PIN:388239(GUJ)

ACCOUNT NO.:- 074711001109

MICR NO:- 388018501

IFSC NO:- BKDN 0220747

e-mail:- wtps.ceg@gebmail.com; wtps.coa@gebmail.com

Note : (a) DD No. and Bank Guarantee No. & date should be mentioned on envelope invariably on Technical Bid Cover as well as main Cover.

(b) Copy Of Transaction Acknowledgement Slip Of NEFT/RTGS Should Be Submitted Along With Tender.

3. Please submit Technical Bid (this document) along with General Terms and conditions and annexure duly filled and signed/stamped in Technical bid cover.
Price Bid (Schedule B) & Form A must be kept in separate cover.

Both the above covers (i.e. Technical Bid & Price Bid cover) are to be kept in a Big envelope super scribing the tender number, subject & due date of opening.

4. Vendor registration with GSECL is not compulsory required for submitting the Tender.
5. Bidders are advised to visit our above websites regularly up to opening of bid for corrigendum if any & submit corrected copy of tender (otherwise their offer will not be considered for opening) & extension of due date.
6. NO Security Deposit applicable up to order value (END COST) of RS one lakh.
7. Security Deposit will be released after issuance of NOC from user department.
8. Security Deposit should be paid within 15 days from the date of LOI.
9. The delivery period shall be reckoned from the date of LOI.
10. GSECL reserve the rights to accept/reject any or all tenders without assigning any reasons thereof.

Postal Address:

Gujarat State Electricity Corporation Limited

Wanakbori Thermal Power Station

TA-Thasra Dist. - Kheda 388 239

Gujarat State Electricity Corporation Limited

Wanakbori Thermal Power Station

TA-Thasra Dist. - Kheda 388239

TECHNICAL BID

Reference No. : WP/SUPPLY/TECH/RFQ-28864E/EMD-2

SUBJECT:- Supply of Spares for Sonic Soot Blower System for Stage-II at WTPS.

Sr. No.	Description of Material *	Qty. Reqd	Unit
1	COIL FOR SOLENOID VALVE OF SONIC SOOT BLOWER SYSTEM	15	Number
2	COMPLETE CONTROL PANEL BOX FOR SONIC SOOT BLOWER MODEL: BEPS - 3002.	1	Number

Note:

1. Please submit entire tender document duly filled signed and stamped.
2. Please offer for our required specification .

Terms & Condition--

- 1) Material should be as per indent technical specification only.
- (2) Bidder should quote rate and terms & conditions in prescribe form only and duly signed by bidder.
- (3) Bidder shall have to give guarantee for 12 months from date of commissioning or 18 months date of supply, which ever is earlier.
- (4) Bidder should have to give confirmation for one to one replacement for dimensionally & functionally with existing system. Bidder should visit at our site before quote for sample checking if required ,

* Irrespective of material code specification ,pl. consider technical specification given below in material specification.

Material Specification--

- (1) -COIL FOR SOLENOID VALVE, Schrader make Epoxy Moulded G- 50, 230V AC. coil with Plug in connector. Suitable to mount on diaphragm valve.
- (2) COMPLETE CONTROL PANEL BOX with necessary terminal strips, MCB, acrylic cover color coated box with Only Electronic timing card with 6 output for control panel, Electronic timer Make- EAPL make Micro controller ,ST6-M1, Function-Sequential switching 6 channels. Source voltage -85 V to 270 V AC , Time range-0.1sec to 99Hrs.59Mins, Output-1c/o NO Relay for each channel

CHIEF ENGR.(C&O)
GSECL, WTPS

BIDDER SIGN WITH COMPANY SEAL
RFQ: 28864E

COMMERCIAL TERMS AND CONDITIONS

Tender No: _____ of _____ PowerStn. / _____ of CO,
Vadodara.

Note: This Commercial Terms and Conditions are applicable to GSECL Corporate/Regd.Office at VidyutBhavan, Vadodara and all the Thermal Power Stations and Hydro Power Stations of GSECL. (As shown on last page)

1. The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the Commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.

2. VENDOR REGISTRATION:

{A} CONDITIONS FOR REGISTRATION AS REGULAR SUPPLIERS

i. The suppliers, who have received and executed orders after 1st April, 1998 for the items against Board/GSECL's Head Office orders are registered automatically as regular supplier for those items, looking to their performance. However, they shall have to fill up a prescribed form (given at the end of the tender document) giving basic details of their set up, turnover, manufacturing capacity, ISO Certification, copy of sales tax registration certificate etc. and obtain formal registration of the GSECL. They shall also have to get re-registered by paying Rs.10, 000/- (non-refundable) for each of their units separately, after five years from 01.03.2001.

ii. If a regular supplier, by paying registration fees for registration of additional items asks for the Vendor registration as new party for those items, also request to incorporate inspection of items for which they are regular supplier, the same shall be clubbed towards 2 years factory visit and in no case such clubbed visit shall be considered for Re-registration after five years. For Re-registration after five years, separate fees of Rs.10, 000/- per unit shall be essential.

For Vendor Registration party shall have to apply at Corporate Office of GSECL, Vadodara at above mentioned address with required documents and Vendor Registration Fee Rs.10, 000/- (non-refundable) by DD in favour of GSECL payable at Vadodara Prior to due date of submission of Tender. [Format for Vendor Registration on Page Nos.40 to 43]

{B} CONDITIONS FOR REGISTRATION AS NEW SUPPLIERS:

The parties, who have not supplied to the GSECL and its sister Co's/GEB but have supplied to other SEB's/Govt. Organizations, will be considered as new suppliers.

The non-refundable registration fees for the new supplier shall be as under:

i. For tender value upto Rs.1 lac (Rupees one lac) - Vendor Registration is not required.

ii. For the tender value between Rs.1 lac and Rs.5 lacs- Vendor Registration fees shall be Rs.1,000/- per unit.

iii. For the tender value above Rs.5 lacs - Vendor Registration fees shall be Rs.10,000/- per unit. They shall also have to get them re-registered by

BIDDER SIGN WITH COMPANY SEAL

RFQ: 28864E

Page 4 of 54

paying non-refundable registration fees as applicable, for each of their units separately, after five years from date of issue of approval letter for vendor Registration.

{C}OTHER CONDITIONS APPLICABLE TO REGULAR AND NEW SUPPLIERS:

i. All the registered suppliers / manufacturers / tenderers / vendors, who intend to supply from their newly established factory / unit, shall have to get registered themselves with the Company/GSECL, by paying Rs.10,000/- (non-refundable) for each separate unit. For such registration, Factory inspection shall be arranged by the GSECL, Corporate Office, and Vadodara.They shall be defined as new suppliers for the items to be supplied from their new locations.

ii. In case of shifting of factory premises, they shall have to pay Rs.10,000/- (non- refundable)towards registration fees and factory inspection shall also be carried out.

iii. In case of change in name of the company, they shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items, and that the simply it is a change in the name of the company. In such case, there is no need to pay registration fees. However, required documents, duly notarized in original like Power of Attorney, Board Resolution, Partnership deed,Memorandum / Articles of Association, Certificates from Registrar of Companies, Sales tax authorities, Central Excise authorities, ISO/BIS, Factory Inspector, SSI/NSIC (If applicable), chartered accountant, Agreement of take over of Business, copy of judgment in case of letigation etc. to approach for such change in the name of company, shall be essential.

iv .On payment of registration fees, GSECL shall depute their epresentatives and or third party inspectors decided by the GSECL, for factory inspection and verifications of required details and documents. Based on the factory inspection report and verification of required documents, GSECL at its sole discretion, shall decide whether to register the supplier / vendor or not. Payment of registration fees does not guarantee the registration as approved vendor. Vendor registration fee is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected by the GSECL

v Payment of registration fees does not guarantee the registration as approved vendor. Vendor registration fee is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected by the GSECL.

vi. The factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be arranged by the GSECL by deputing their representatives and or third party Inspectors appointed by the GSECL, at its sole discretion, at an interval of every two years. However, the GSECL reserves the right to visit factory of approved vendor at any stage for verification of their capability & availability of machinery, testingequipments, infrastructure and whether same terms & conditions are being maintained or not. If at any stage,

infrastructure facilities, supply capability etc. of firm is not found up to the satisfaction & requirement of the GSECL, the GSECL shall, forthwith cancel, at its sole discretion, the registration of the supplier/vendor concerned & shall take appropriate actions as deemed fit.

vii. The suppliers in respect of the tendered item/items, should have valid vendor registration with the GSECL/Board before the date of opening of the technical bid, otherwise their bids will not be opened.

viii. All the tenderers are required to invariably submit copies of vendor registration approval letter for the tendered item/items, in the EMD cover. THIS IS A MUST; otherwise their tender is liable to be ignored without any further communication in the matter.

ix. Mere Vendor registration shall not itself vest any right on a party to receive orders from the GSECL or to claim any damages or compensation for non-placement of the order against any tender. The GSECL reserves its right to place order on any party, at its sole discretion and/or change/revise/alter/delete the vendor registration criteria at any time at its sole discretion. Only the courts at Vadodara (Gujarat State) shall have exclusive jurisdiction to adjudicate all disputes relating to or arising out of the vendor registration or placement of the order etc.

3. NEW PARTIES:

The parties, who have not supplied to GEB/GSECL and its sister Co's but have supplied to other SEB's / Government Organizations, will be considered as new supplier / party. New party has to furnish the proof of execution of orders. It should also get itself registered as a vendor with GSECL. As far as possible, only manufacturers will be considered and no traders shall be encouraged. The firm who have supplied to GSECL or other firms should furnish a self certified list of orders executed for similar tender items, indicating quantity supplied along with performance certificates for the items supplied. This is a MUST.

4. TENDER SPECIFICATIONS:

All technical specification should be IS/BIS. Specification framed out by the GSECL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and GSECL's decision shall be final. The GSECL also desires that all the suppliers should possess high quality ISO 9001 certificate within 2 years from 1/1/2001. The technical scrutiny committee of the GSECL shall evaluate the techno-commercial view of the tender. Tender should be in two bids.

a) Techno - Commercial Bid and b) Price Bid. [As per Tender Notice only]

Incomplete bids and amendments and additions to bids after opening of the bids will be ignored outrightly. The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

5. PRICE EVALUATION:

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis, but "without loading Sales Tax", unless otherwise mentioned in the tender documents. The parties however

will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, which is technically acceptable. GSECL may go to the price L-2 depending upon the exigency. If GSECL feels that there is lack of serious competition or any other reasons, GSECL may negotiate with the L-1 party. GSECL's decision shall be final and binding on all the parties.

6. QUANTITY DISTRIBUTION:

As per current practice, in case where the quantity is to be distributed to more than one supplier, 50% quantity shall be reserved for Gujarat based parties who are techno-commercially qualified and who match the L-1 end cost as per Government of Gujarat guidelines. The parties whether new or regular who have offered minimum 15% / 25% of the total tender quantity for each of their offered items (and fulfilled tender condition no.78 i.e. Minimum tendering quantity) will only be considered for price evaluation. GSECL will not consider the price bid of any party who quotes for lesser quantity.

a) At the first time while placing the order, the quantity distribution to new supplier will be restricted to 10% of the quantity requirement of the particular item.

b) In the second floated tender for the purchase of similar item, the quantity distribution will be limited to 25% to such new firms and on their satisfactory execution and performance, thereafter during subsequent tender for similar item, the firm will be considered as a regular supplier.

c) The new supplier will be asked to match the L-1 prices of the new supplier only and the regular supplier has to match the L-1 price of the regular supplier. But if there are no regular suppliers OR if the rate of regular supplier is very high, the above condition no. (a) and (b) shall be suitably relaxed by the GSECL. GSECL would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weight age in order placement.7. The estimated cost of tender items is notified in the tender notice. Tenderer has to pay EMD @1% of the cost of the estimated cost as mentioned in Tender Notice and as per Condition No.11

8. Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of the "Gujarat State Electricity Corporation Limited", Payable at as mentioned in Tender/as asked for. The envelope shall be addressed to the chief Engineer (Generation) GSECL Head Office Vadodara/at respective TPS(as the case may be) and the GSECL will not be responsible for the transit loss or misplacement. Tender fee Demand Draft must be kept in the cover of EMD; otherwise supplier's offer is liable to be rejected.

9. IMPORTANT:

Both the bids technical and price bid should be submitted simultaneously

along with separate EMD cover in the respective envelopes and super scribed accordingly (duly sealed), so as to reach this office/concern TPS not later than 3.00 P.M. on due Date or as specified in the tender notice through RPAD / Speed post only. Please note, that any bid, technical or price bid received after the due date and time will not be accepted and the offer will be ignored outrightly. NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED.

10. PRICES:

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the place of GSECL in Gujarat) as per dispatch instruction. However, the Tenderer should indicate in the Schedule - "B" i.e. Price Bid only, the break-up of Unit F.O.R.Destination Prices stating the Unit Ex-works price for Excise purpose, Excise duty, Sales Tax, the average freight and packing charges, and Insurance Charges. Tenderer / supplier should quote the Freight as well as Insurance Charges both separately as shown in price bid which is a must. Please note that payment of excise duty will be made only on Ex-Work prices. Also, please mention rate of Excise duty. If not specifically mentioned then GSECL will have the option to take the prices as Inclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders. This Schedule - "B" should be submitted in the Price Bid envelope for web Tender and for E-Tender Prices/Rates shall be submitted on line only.

Only for Traders:

(i) In case of a Trader, if the quotation is furnished for all inclusive rates and the rates of taxes and duties are indicated without indicating the amount, in such a case, the trader is eligible for statutory variation within the original contractual delivery period against the documentary evidence i.e. original for buyer [gate pass] . However the variation is to be applicable on the Ex-work price and rate indicated in the original for buyer [gate pass] of the manufacturer from whom the material; purchased by the traders' or on the Ex-work price to be as per order whichever is lower. .

(ii) Where the Trader quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price, the Trader is not eligible for statutory variation.

The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored outrightly.

11. EARNEST MONEY DEPOSIT:EMD at the rate of 1% of the value of the estimated cost is payable. The EMD is payable by Demand Draft in favour of the Gujarat State Electricity Corporation Limited on any Scheduled / Nationalized Banks . It can also be furnished by way of an irrecoverable Bank Guarantee from any nationalized Bank in a standard format prescribed by the GSECL (Format given in this tender document). And if this amount is more in respect of tender value of Rs.1 Crore, it should be partially (50%) in cash or by DD in favour of Gujarat State Electricity Corporation Ltd on any Scheduled Bank in

Vadodara and balance 50% by Bank Guarantee from any Scheduled / Nationalized Banks except Cooperative Banks, in a standard format prescribed by the GSECL (Format given in this tender document). Cheques are not acceptable. CORPORATE GUARANTEES NOT ALLOWED. Small Scale Industries/NSIC will, however, be considered for exemption from payment of EMD subject to furnishing of the authenticated notary certified copy of the certificate of Registration with Small Scale Industries. The SSI/NSIC certificate should indicate the manufacture of items offered under this tender. Provisional SSI/NSIC Registration Certificates are NOT allowed. Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D. No Interest will be allowed against payment of E.M.D. EMD COVER: The EMD Cover should contain the following documents: (a, b, & c)

a) Documents towards payment of Earnest Money Deposit (EMD) & Tender Fee may please be kept in the EMD cover only. First the EMD cover will be opened and if the documents towards payment of EMD and Tender Fee are found OK, then only Technical Bid will be opened which may please be noted. If, SSI / NSIC copy is submitted against EMD, then it should be authenticated from notary. NSIC certificate more than 03 years old will not be considered and the validity of the same should cover at least the validity period of the tender and thereafter it has to be renewed and submitted immediately. All the "NSIC" & "SSI" Documents furnished along with the tender should have clear validity as per the tender and should invariably be as per the norms of "NSIC" & "SSI" Otherwise you shall have to pay EMD and no exemption will be granted.

Tenders submitted without Earnest Money Deposit by the firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made. Certified copy of Vendor Registration Certificate of GSECL alongwith EMD or NSIC/SSI copy (Duly Notarized).

b) List of Orders executed of last three (3) years (including supplies made to GEB/GSECL) for the tendered items.

c) Vendor Registration Certificate, if tenderer is a new entrant to GSECL, Clause No.2 (commercial terms and conditions) of this tender document will be applicable for Vendor Registration. EMD will be forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the Tenderer fails to furnish / deposit the security deposit as per below clause no.12. EMD of the unsuccessful tenderer's will be returned within 60 days of placing of the order with the successful Tenderer and when the Tenderer returns to the as mentioned in Tender Notice, the original receipt of the EMD together with the advanced stamped receipt.

12. SECURITY DEPOSIT:

The successful tenderers will be required to pay an amount equivalent to 10% of the value of the order (End cost) as a Security Deposit for satisfactory execution of the contract. Such Security Deposit will be payable either in D.D. / Bank Guarantees. Bank Guarantee will be

acceptable if issued by:1.All public Sector/Nationalised Banks.2.Private Banks:AxisBank,ICICIBank,IDBIBank,HDFC . The Bank Guarantees will be executed on the standard form prescribed by the GSECL. In case of the Bank Guarantees furnished / submitted, they should have clear one time validity till the completion of the order in all respects and up to the expiry of Guarantee period from the date of receipt of the last consignment. Bank Guarantee for Interim period will not be allowed. If by any reasons the supply period is extended then supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which GSECL will be at liberty to encash the same. CORPORATE BANK GUARANTEES NOT ALLOWED. If S.D. Exemption is claimed against NSIC certificate, then the NSIC certificate/Competency Certificate more than 03 years old will not be considered. If the validity of the certificate expires prior to completion of the order, then it has to be got revalidated from NSIC by the Tenderer and submitted immediately; otherwise bidder shall have to arrange for payment of Security Deposit. S.D. should be paid within 30 (Thirty) days after receipt of the order. However for the "NSIC" firms who are exempted from payment of Security deposit, they shall have to furnish PG [Performance Bank Guarantee] of the contract value separately as applicable as per tender conditions.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 30 (Thirty) days after the receipt of the order OR Valid & Notarized NSIC certificate is not submitted, then the order will be outrightly cancelled at the risk & cost of the Tenderer (at the discretion of the GSECL) and without entering into any correspondences and this will be binding on the Tenderer.

13. VALIDITES OF THE OFFERS:

The offers will have to be kept valid for a period of 120 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.

14. TRUCK RECEIPT (T.R.):

All goods should be dispatched freight paid and the T.R should be forwarded directly to the consignee by registered letter and not through any Bank or the GSECL's Office at Vadodara/at respective TPS(As the case may be). It should be immediately intimated on dispatch of the stores, as otherwise demurrage charges if any paid by the consignee will be deducted from supplier's bill. It is essential that packing notes and prices invoices should be furnished to the consignees in respect of every consignment with a copy to this office.A clear T.R. should be obtained from the Transport Authorities without any ambiguity, otherwise the supplier will be held responsible for any damages / shortage claim rejected by the Authorities for want of a clear T.R. Materials may be dispatched by any convenient mode of transport and up to GSECL's Power station stores i.e.

FOR Destination or as per the dispatch instruction given by the GSECL.

15. PACKING AND FORWARDING CHARGES:

The prices shall be inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand rough handling and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.

16. TRANSIT INSURANCE:

All the materials will be required to be supplied up to Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover 30 days after the date of receipt of materials at site in order to enable the GSECL to check up stores fully. The suppliers will be responsible for free replacement of such stores components as may be reported by the consignee which have been received short, damaged or broken within 30 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.

17. ACCEPTANCE OF STORES:

All or any stores and materials to be supplied at F.O.R. Destination, against this contract will be subject to their acceptance by the consignee or any other Officer deputed by the GSECL for this purpose. The GSECL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

18. EXCISE DUTY:

The price should be quoted Exclusive of excise duty and in single slab only. Multiple Excise duty slabs based on turn over / production capacity should not be quoted and if quoted, then the highest slab for evaluations will be considered. If the Excise duty is based on the supplier's turnover then in that event all the Excise duty beyond the Excise duty quoted by the Tenderer will have to be borne by the Tenderer itself. The excise duty rate for the quoted quantity should be stated extra. The offers having price INCLUSIVE OF EXCISE DUTY is likely to be rejected if the rate of excise duty is not mentioned clearly. The GSECL may at its discretion consider such offer with presumption of highest rate of excise duty prevailing when the price quoted is inclusive of Excise Duty. Please clarify whether Excise Duty is chargeable or not and the ceiling for the same must be clearly specified to enable us to evaluate suppliers offer. In case, Govt. revises the rate of excise duty during the tenure of the contract, the provision of GSECL's statutory variation clause shall apply.

MODVAT BENEFIT:

In the event of any statutory increase in the rate of Modvat and / or due to

inclusion of any other additional item of their inputs under the ambit of Modvat Scheme, subsequent to the date of submission of the offer, the same should be passed on to the GSECL and you should inform such changes to the GSECL from time to time.

19. SALES TAX:

The prices should be quoted Exclusive of Sales Tax i.e. Without VAT/GST or CST. The amount / percentage of Sales Tax (VAT/GST or CST) should clearly be indicated separately. The Stores are required for consumption in Generation of Electrical energy and as such, Gujarat State sales Tax at concessional rate will be paid as per rules. Gujarat State Form "C" / Central "C" form will be issued at the time of payment of bills. You are requested to quote your Sales Tax Registration Number & date in all the bills/Invoices. The Gujarat Sales Tax/VAT is applicable on Freight Component also for the dispatches' within Gujarat State as per Government of Gujarat directives, while evaluating your offer the incidence of Sales Tax (GST/VAT/CST) will NOT be loaded. 20. OCTROI: The Octroi if applicable shall be paid extra by the GSECL against submission of documentary evidence of payment. I.e. material should be octroi paid by you.

21. UNLOADING:

Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by GSECL.

22. STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to the GSECL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the GSECL.

23. PAYMENT TERMS:

Payment shall be made by the GSECL, either directly to you or to suppliers Banker for the materials supplied as per GSECL's standard payment terms and conditions i.e. 80% of Ex-Work price including 100% of F&I, Taxes & duties, on receipt on TRC within 30(Thirty) days on verifying required documents as per A/T conditions and balance 20% within 45 days on receipt of S.R. Note from the consignee. Alternatively, the GSECL may make payment through SIDBI, ICICI, Power Finance Corporation, REC. or any other financial institution depending upon facility available at the relevant time. In case of payment through SIDBI, ICICI, 80% and / or 20% of Ex-Works price including 100% of F&I, Taxes & duties, payment shall be made against TRC / RRC and S.R. Note (in case of 20% payment). In case of payment through SIDBI / ICICI necessary, stamp charges and interest charge shall be borne by the GSECL. Other charges, if any shall have to be borne by the supplier. Tenderer, while quoting need specifically agree to receive payment under any of the aforesaid alternative at the option of the GSECL. You shall invariably instruct your Bankers to

accept lesser amount than IBC amount (Bank Advice amount) in case GSECL's Cheque amount differs from claimed amount / IBC amount supported with deduction memo.

24. REPEAT/ADDITIONAL ORDERS:

The GSECL reserves the right to place repeat orders / additional orders on the successful tenderers upto 25% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract during contractual period. In special circumstances the GSECL will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

25. DELIVERY SCHEDULE OF THE GSECL:

Delivery of materials is desired as under:

- a) Submission of sample/Drawing. : Within commencing period.
- b) Approval of Sample/Drawing. : No separate commencement period will be given.
- c) Commencement of supply after : As per the details Shown in relevant tender.
- d) Qty. to be supplied.
- e) Month wise / Quarter wise supply after commencement period.

Supplier is liable to get the drawings / Sample 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 the GSECL will be considered and in such case, no subsequent complaint will be entertained. The delivery Schedule proposed by GSECL 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 the GSECL's requirement will be given on pro-rata basis and also based on the quantity allocations done by the GSECL.

26. DELIVERY PERIOD:

The Tenderers will have to quote a firm delivery schedule on month / quarter wise basis as specified subject to the force Majeure conditions as accepted by DGS & D. Tenderer should mention their delivery period in Annexure - 5 of this tender document. Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any other reasons will be subject to levy of penalty.

(a) The date of inspection of materials will be reckoned, as the date of dispatch, provided the due quantity of materials are offered for inspection giving two week's time to GSECL for arranging the inspection No, tentative date, tentative quantity for inspection should be given and if given the same will be ignored and the same will not be treated as call for inspection. In case the material is offered for inspection on the last week of the scheduled period, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract. All the ordered materials should be offered for inspection strictly as per delivery schedules as mentioned in the

detailed order, without linking to payments by GSECL.

(b) In case the materials is supplied later than the date of contractual delivery schedule, materials may be accepted by the GSECL subject to levy of penalty as per clause no.28 for Penalty for late delivery. In that case the penalty will be levied from the last date of delivery schedule and up to the TRC date. The delivery period will include the time required for pre-dispatch inspection of materials. However, if the material is not kept ready for inspection after intimation of the said quantity then all consequences will be to suppliers account and GSECL will recover the actual expenses of to & fro travelling fares plus Rs.1000/- per day per employee.

(c) In order to avoid delay in dispatch of the inspected lot materials, if the materials are found OK then written dispatch instruction will be given by the GSECL's inspector at suppliers works and the date on which these written instructions are issued will be reckoned as date of dispatch instructions and materials are to be dispatched to respective consignees within 15 days thereafter OR if written dispatch instructions are not given by the GSECL's inspector at works, then materials are to be dispatched to respective consignees within 15 days from date of DI received by you, from the GSECL.

If the materials are not dispatched within 15 (fifteen) days from the date of dispatch instructions received by you as mentioned above, special penal charge shall be recovered at ½% per week (for actual delay in despatches), maximum upto 3% of the Dispatch instructions consignment value. This will be in addition to the GSECL's penalty clause of the A/T. All the inspection results for the inspected materials carried out at the first instance will be binding to the supplier irrespective of passing the tests OR failure. If the supplier re-offers the same materials for re-inspection then it will be solely at GSECL' discretion to accept the same or not. If the subsequent tastings are to be carried out, then all the expenses of the inspector and other expenses incurred by the GSECL will be to tenderers account. This will be binding on you.

27. SUPPLY OF MATERIALS AT GSECL'S STORES:

The Tenderers will have to agree to supply any of the quantities at any of the GSECL's Stores in Gujarat (i.e. FOR Destination basis only.)

28. PENALTY FOR LATE DELIVERY:

In case, the materials are not delivered within the period stipulated in the order, penalty (Not liquidated damages) shall be levied at the rate of ½% of the contract price/order value per week or part thereof (End cost with all taxes & duties) subject to maximum 10% of the total contract value/Order value (i.e End cost including Taxes and duties). Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond suppliers control (Viz. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply.

“D.G.S & D. FORCE MAJEURE CLAUSE”

"If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)", then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Chief Engineer as to whether the deliveries have been so resumed or not shall be final and conclusive. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Chief Engineer, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, brought out component and stores as the supplier may with concurrence of the Purchaser elect to retain".

29. EXTENSION IN CONTRACTUAL DELIVERY DATE:

It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, if on account of reasons beyond ones control as laid down in the DGS & D Force Majeure Conditions the GSECL may consider extension of delivery period with or without statutory variations. However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay. However, such extension will be subject to the following conditions shown hereunder.

- a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the A/T referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date, and
- b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T shall be admissible on such of the said stores as are delivered after the original contractual delivery date
- c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the A/T, which takes place or on after the contractual

delivery date of the said A/T.

30. REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:

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

31. POST TENDER CORRESPONDENCE / ENQUIRIES:

Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of the GSECL, as otherwise the same would also amount to disqualification of the tender.

32. Tenderer must submit offers / bids along with requisite descriptive literature etc. In Duplicate (separate sets) clearly indicating as Original and Duplicate duly signed and stamped by them. Wherever applicable, Complete Technical data of Equipment's / Materials / Apparatus, etc. must be furnished along with the tender including (i) Dimensional Drawings, (ii) Type Test Certificate from Govt. Recognized Laboratory (iii) Guaranteed Particulars, (iv) List of Testing facilities available in the works must be furnished with the tender which is a must. Tenderer will be at full liberty to provide information and data about his products.

33. TEST CERTIFICATES:

Test Certificate for the stores as per relevant IS/ BIS shall be submitted in Triplicate for our approval prior to dispatch of stores and should be dispatched only after the test certificates are approved. Supplier will be responsible for any expenditure that consignee might incur if the goods stand rejected on this account. Further, the GSECL will not be responsible for any delay in payment on this account.

34. TYPE TESTS:

All the necessary Type tests will have to be carried out before submission of the tender and to be submitted along with the Technical Bid. The Type Tests which are more than 05 (Five) years old will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e. GTP's.) and such tenders will be rejected. All the required type tests should not be older than 5 (five) years. All the required type tests on one particular item must have been conducted in the span of one year only. If the type tests for the tendered items are not carried out before the submission of the tender, then it will at GSECL's sole discretion to accept them or NOT. However, depending up on GSECL's requirement, if the Letter of Intent (LOI) is placed subject to submission of type tests, then in such cases all the necessary Type tests will have to be carried out by the firm within 30 (Thirty) days of the issue of LOI or

at GSECL's discretion, failure to do so the LOI stands cancelled and the detailed purchase order will not be placed and no further correspondences in this matter will be entertained at any cost and will be outrightly ignored.

35. The purchaser (i.e. GSECL) shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by the GSECL at its sole discretion at any time before the due date of opening of the tender.

36. Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, to be furnished in Annexure- 6. Failure to do this will result on suppliers tender being rejected without any reference. In case of bought out items they should furnish the back up guarantee from their principals.

37. GSECL does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any.

38. The materials should be offered strictly confirming to IS/BIS/Tender specifications given in the tender. If the tenderer's desires to quote with any technical deviations they should specifically quote the deviation & the ISS or BIS Nos. in the body of the tender itself under the respective Annexure of this tender document. If technical deviations furnished by the Tenderer are not agreeable to the GSECL, the offers may be ignored. However it will be solely at GSECL's discretion to consider the technical deviations OR not for considering the Tenderer. No correspondences of the Tenderer after opening of the bid will be entertained in this matter.

39. Please indicate whether the goods offered are first sale or second sale so as to determine the payment of sales tax.

40. ADVANCE INTIMATION TO THE CONSIGNEE:

When T.R. is obtained and materials dispatched T.R. No. etc. should be intimated to the consignee in advance, preferably by phone / fax / telegram so that he may arrange to take delivery at the receiving station against indemnity bond, in case L.R is not received. Also if the unloading requires use of crane, such Advice should also be issued by e-Mail, to the consignee indicating the weight, size of the package, wagon No. etc. so that he may make arrangements for crane in advance. In case if the GSECL has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers. ALL THE

SUPPLIERS SHOULD INTIMATE THE CONSIGNEES WELL IN ADVANCE ABOUT THE DELIVERY OF THE MATERIALS AS PER THE "DISPATCH INSTRUCTIONS" GIVEN, SO AS TO FACILITATE FOR UNLOADING OF THE MATERIALS AT SITE.

41. TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:

- (1) Sales Tax Registration No. Date and issuing authority.
- (2) Registration No. under shops and Estt. Act and issuing authority.
- (3) Registration No. under Small Scale Industries / National Small Scale Industries Corporation (NSIC) or under DGTD etc. submit Notarized copy for the same.
- (4) A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details like their relationship, if any with the GSECL's employee should be furnished along with the tender.
- (5) List of machinery and production capacity and Items manufactured.
- (6) List of pending orders (with orders Nos. & date) and customer's name and address and orders executed so far with other electricity Boards.
- (7) Audited Accounts of last three years of the firm.
- (8) Performance reports if any.
- (9) The valid Notarized copy of relevant and valid BIS License copy along with all enclosures. Provisional BIS / IS Registration Certificates are NOT allowed. If the firm is certified ISO Company (Provisional Registration Certificates are NOT allowed), then all the relevant documents duly Notarized be furnished.
- (10) Consent letter from their principals to manufacture such items.
- (11) All the testing equipment MUST have been calibrated upto date. The details for the same may be submitted.

42. Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

43. Please give suitable declarations as under: I / We declare that we are manufacturer for all the tendered items.

44. Tenderer should specifically mention in the offers and should indicate in Block letters the name of the Partners / Proprietor / Directors who is / are the signing authority of their firm.

45. GUARANTEE:

If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 / 24 / 36 / 48 / 60/72 months of their receipt at site or 12 / 18 / 24 / 36 / 48 / 60 months from the date of commissioning of equipments whichever is earlier. (As the case may be). You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.

Sr. No.	Items	Amount	Mode of payment of Performance Guarantee amount
1	Distribution Transformers (All types)	2% of the order value with an upper ceiling of Rs.20/- lacs.	For all the cases the.

2	Meters of all types	5% of the order value with an upper ceiling of Rs. 50/- lacs. On accumulation of Rs. 50/- lacs towards Performance Guarantee (P.G.), the further P.G. shall not be required to furnish by the supplier irrespective of number of orders.	Performance Guarantee amount will have to be paid either in the form of Bank Guarantees OR in cash/ Demand Draft.
3	Conductors, cables, Insulators, Steel Items.	2% of the order value with an upper ceiling of Rs. 10/- lacs	
4	Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates, Kit-kat fuses, L.T. Distribution boxes, Transformer Oil, Line Hardwares, and PVC Pipe.	2% of the order value with an upper ceiling of Rs. 5/- lacs	
5	Transmission items (other than mentioned above including Switchgears, Circuit Breakers, CTPT, Isolators, Power Transformers, CVT, C & R Panels, PLCC and Communication items, Battery Sets & Chargers etc.	10% of each order value with an upper ceiling of Rs. 50/- lacs. On accumulation of Rs. 50/- lacs towards Performance Guarantee (P.G.), the further P.G. shall not be required to furnish by the supplier irrespective of number of orders. Supplier who is submitting Performance Bank Guarantee (PBG) of Rs. 50/- lacs on permanent basis, will not be insisted for submission of PBG in	
6	Other items.		

47. APPROVAL: The goods shall be subject to the approval of the concerned consignee after receipt of the ordered stores at site.

48. The GSECL would prefer the offers from manufacturers directly. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered. The Tenderer should ensure that minimum production, manufacturing and routine testing facility required for manufacturing of the tendered products as per IS/BIS is available in house. If the same is available elsewhere, then the GSECL reserves right to reject the offer outrightly. The GSECL reserves the right to inspect, suppliers factory at any time during the currency of the contract in case order is placed on supplier and also to inspect each manufactured lot before testing / packing / despatch.

49. OTHER CONDITION OF SUPPLY:

The GSECL's General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of the GSECL/Company's general conditions of contract for the supply of plant equipment and materials except the conditions modified in this commercial terms and conditions and any ignorance of these conditions will not exempt supplier from their liability to abide by the same. Copies are available from the GSECL's Offices.

50. Although the materials have to be supplied as per IS/BIS and or as per the tender specifications, the GSECL will take random samples from the materials supplied and subject them to tests according to IS/BIS in approved laboratories. The materials should stand these and if the materials do not stand these tests, they will be summarily rejected and the supplier should make immediate arrangement to replace them (i.e. available materials at stores) with standard materials and after getting them duly inspected.

51. The GSECL also reserves the right to accept the whole or part of such supplies or of the utilized materials and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be maximum upto 30% (Thirty) of the End Cost Price, provided GSECL accepts the materials. In this respect the decision of the GSECL will be final and will be binding on the supplier.

52. If in any company, the interest of any employee of the Gujarat State Electricity Corporation Ltd. or his relative as defined in Section-6 of the Company's Act. 1956, is 10% or more, GSECL will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Nondisclosure of such facts would disqualify the Tenderer for further dealing with Gujarat State Electricity Corporation Ltd.

53. The materials offered for inspection shall be in duly packed condition ready for putting the embossing of the seal by the inspector on the lead seal which is provided on the packing by the supplier by passing a sealed wire through it, as per our approved method. The Inspector will inspect only a few packages and select samples at random for testing or tastings as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.

54. AUDIT INSPECTION:

The samples picked up will be tested for acceptance test / type test or as decided by GSECL at Government approved laboratory in presence of representatives of supplier and GSECL as per relevant IS/BIS/ GSECL specifications. The test results will be binding on the suppliers and GSECL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, GSECL will deduct maximum upto 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then GSECL may ask for replacement at sole discretion of the GSECL or may accept with maximum deduction upto 30% (Thirty) of the End Cost Price. In this respect the decision of the GSECL will be final and will be binding on the supplier. In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by GSECL for testing and if subsequent testings are to be carried out (which will solely at GSECL's discretion), then all Testing fees, expenses of the inspector and

other expenses incurred by the GSECL will be to supplier's account. The decision in this regard for acceptance as above of the GSECL shall be final and this will be binding on the supplier.

55. INSPECTION:

All supplies are to be offered to the inspection and approval of GSECL. The GSECL will depute an officer or authorize D G S & D, OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of GSECL. At least 30 days notice should be given prior to the dispatch of the stores in case of plants and equipment's and 15 days notice in case of general stores, in order to enable the GSECL to detail on inspection. The GSECL also reserves the right to waive the inspection before dispatch and authorize the consignee to carry out the final inspection on receipt of the stores at site.

56. TERMINATION OF CONTRACT:

In case, the supplier fails to deliver the stores / materials / equipments or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, the GSECL shall exercise its discretionary power either:

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

In the event of the risk purchase of stores of similar description, the decision of the GSECL shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to pay for any loss which the GSECL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default. The decision of the GSECL shall be final as regards the acceptability of stores supplied by the supplier and the GSECL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores. Further, "GSECL reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract."

57. ARBITRATION:

[A]: Arbitration clause for supply orders/tenders:-

"All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the Chairman and MD, GSECL, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge,

and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitrator shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time and the rules made there under. The Arbitration proceedings shall be conducted at HO GSECL, Vadodara or at such places as the Sole Arbitrator may be determined. The award of Sole Arbitrator shall be final and binding upon the parties.”

[B]: Arbitration clause for indivisible: combined supply and works orders/tenders:

“ All questions,disputes or differences,whatsoever,which may at any time arise between the parties to this contract in connection with the contract or any mater arising out of or in relation thereto,shall be refered to the Gujarat Public Works Contract Dispute Arbitration Tribunal Act,1992”. In case ,where divisible orders for supply and works are placed instead of indivisible supply and works order,the arbitration clause for such divisible supply order shall be as per [A] above and for divisible work order,the Arbitration clause shall be as per [B] above.

58. JURISDICTION:

All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated.

59. Offers on Ex-stock or offers requiring foreign exchange will not be considered. Those offers requiring foreign exchange will not be considered. Conditional offer is not acceptable.

60. SUBMISSION OF OFFERS:

The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case GSECL will consider only ONE lowest offer for allocation of quantity. Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by the GSECL. Conditional offer is not acceptable.

61. The Tenderer if being an agent, who submits its offer to GSECL, will have to give information and declare the name of the principle from which he will procure the materials and supply to GSECL alongwith Company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer if found suitable shall be taken in Consideration.

62. Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out By GSECL's Representative prior to dispatch of materials for GSECL's approval.

63. GSECL reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons. Also in case GSECL/Company finds that there is an attempt of cartel in the prices,

GSECL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

64. GSECL reserves the right to increase or decrease the quantity against each item/s while placing the order.

65. QUANTITY TOLERANCE: (When the Order placed is in terms of Weight basis/Length basis).

The quantity tolerance shall be allowed + 3% order-wise for total order quantity for each item except cables. The weighment recorded at our consignee shall be considered final for purpose of payment. However where the weighbridge facility are not available and / or weigh bridge is out of order or under capacity, material will be accepted on sectional weight basis / weight recorded at any other nearby weighbridge. If the materials are accepted on sectional weight basis and for weighment difference, the tolerance will be allowed as per provisions of IS: 1852 for weight tolerance.

66. The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone, Fax Numbers (Office & Residential) etc. should be invariably mentioned in the Annexure - 10 of this tender document.

67. The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative if any, who has been authorized by the Tenderer to do liaison work with the GSECL on their behalf. Only one Authorized Representative is allowed.

68. The tenderers should invariably write the name and address of the Company, both on sealed covers of EMD, Technical & Price Bids. Otherwise the tender covers without the name and address will not be opened which may please be noted.

69. THE TENDER SHOULD BE SENT BY R.P.A.D. OR BY SPEED POST ONLY AND ADDRESSED TO THE CHIEF ENGINEER, GUJARAT STATE ELECTRICITY CORPORATION LTD, FROM WHERE THE TENDER INVITED FOR AND AS PER TENDER NOTICE (NO COURIER SERVICE WILL BE ALLOWED). HAND DELIVERY OF TENDERS NOT ALLOWED. DELAYED AND LATE TENDERS: NO TENDER SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAY DUE TO POSTAL SERVICES OR ANY OTHER REASONS AND BOARD SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.

70. All the suppliers / manufacturers should possess high quality ISO 9001 Certificate within 2 years. Other things being equal the company possessing the ISO9001 Certificate will be given preference if other

requirements match.

71. The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page /papers of the tender documents.

72. The samples if any as indicated in Schedule "A" of the tender, must be submitted before opening of the tender to Concern Chief Engineer TPS Stores

73. All the costs of the stamp papers, other than required for payment is to be made through SIDBI /ICICI by Board, are to be borne by you as per the Govt. Of India's latest guidelines.

74. Tenderer should invariably fill up all the details of all the Annexure including the prices in the Price Bid Annexure of this tender document. This is mandatory. Also all the Annexure should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper.

75. EMBOSSING OR ENGRAVING:

The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of GSECL" along with the purchase order number on the items such as Insulators, Hardware accessories, Lighting Arrestors, Transformers, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, MS Beams and other items as required by the GSECL and also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.

76. If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if GSECL suffers any financial loss due to this, then GSECL will be at liberty to adjust the amount from other orders of the same firm or by encasing the Bank Guarantee.

77. MINIMUM TENDERING QUANTITY:

The Tenderer must have to offer for minimum quantity as under for all their offered /quoted tendered items and also have to accept the GSECL's delivery conditions given in the tender.

1. In respect of tender items like Distribution Transformers, Single Phase and Three Phase Metal Meter Boxes (MMBs), Conductors, Cables and LT Distribution Boxes, the minimum tendering quantity to be quoted shall be 15% of the quoted item of the tender.

2. For all other items, minimum tendering quantity to be quoted shall be 25% of the quoted item of the tender. Also for both the above two cases, if the tenderer quotes for less than the minimum tendering quantity for each quoting item as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender then the offer will not be considered for evaluations and offer will be ignored outrightly without any communication in the matter and any further requests after

opening of the tender will also be ignored. This should be taken care of.

78. The following List of Annexure and Documents (available in this tender document) should be invariably submitted alongwith the tender:

- 1) Schedule-"A" Indicating the Description of Items & procurement quantities for the tender.
- 2) For Web Tender: Schedule-"B" Price Bid to be submitted in the Separate Price Bid cover super scribed "PRICE BID COVER ONLY" mentioning the TENDER NO. For E-Tender (On -line Tendering): Prices/Rates shall be submitted on line only. Tenderer shall have to submit Hard copy(Without price Bid)
- 3) Technical Specifications with Guaranteed Technical Particulars.
- 4) Form of Bankers undertaking Performa for E.M.D and S.D.
- 5) Annexure - 1 TO 13
- 6) Certificate - "A".
- 7) Document of Important Instructions.

For E-Tender (On line tendering):All the above documents should be duly filled in, signed & stamped with company's seal should be submitted along with the Technical Bids and EMD Cover and for Web Tender: All the above documents should be duly filled in, signed & stamped with company's seal should be submitted along with the Technical Bids and Schedule-"B" to be kept in the Price bid cover.

79. Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 of this tender document), then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.

80. All the tenderers must ensure that all the relevant documents / papers submitted With the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.

81. All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.

82. GSECL reserves all the rights to accept or to reject any or all Tenders without assigning any reason.

CHIEF ENGR(C&O)
GSECL,WTPS

EMD BANK GUARANTEE FORMAT (REVISED)

FOR TENDER /ENQ. NO. _____

APPENDIX – I

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100)

WHEREAS M/s. _____
(Name and Address of the Firm) having their registered Office at _____
_____ (Address of the
Firm's registered Office) (hereinafter called the Tenderer) wish to participate in
the Tender No. _____ for
_____ of (supply / Erection / Supply &
Erection / Work) of _____ (Name of the
material / equipment / work) for _____ Gujarat State
Electricity Corporation Limited and WHEREAS a Bank Guarantee for
(hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD)
valid till _____ (mention here date of validity of this Guarantee which
will be **4 (FOUR)** months beyond initial validity of Tender's offer) which is
required to **be submitted by the Tenderer along with the Tender.**

We, _____
(Name of the Bank and address of the Branch giving the Bank Guarantee) having
our registered Office at _____ (Address of Bank's registered
Office) hereby give this Bank Guarantee No. _____
dated _____ and hereby agree unequivocally and unconditionally to pay
immediately on demand in writing from the Gujarat State Electricity Corporation
Limited or any Officer authorized by it in this behalf any amount not exceeding
Rs. _____ (amount of EMD) (Rupees _____
_____) (in words) to the said Gujarat
State Electricity Corporation Limited on behalf of the Tenderer.

We, _____ (Name of the Bank)
also agree that withdrawal of the tender or part thereof by the Tenderer within its
validity or non-submission of Security Deposit by the Tenderer within one month
from the date of tender or a part thereof has been accepted by the Gujarat State
Electricity Corporation Limited would constitute a default on the part of the
Tenderer and that this Bank Guarantee is liable to be invoked and encashed
within its validity by the Beneficiary in case of any occurrence of a default on the
part of the Tenderer and that the encashed amount is liable to be forfeited by the
Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the Firm of Tenderer or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the Gujarat State Electricity Corporation Limited.

NOT WITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____ (in words). Our Guarantee shall remain inforce till _____ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place :

Date :

Please mention here complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of the Bank's authorized Signatory with Official Seal.

NAME OF DESIGNATED BANKS :

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the State Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank.

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

FORM OF BANKER'S UNERTAKING

(For Performance Guarantees (PG) for supply period
as per Commercial Terms and Conditions of Tender)

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said Gujarat State Electricity Corporation Limited on behalf of M/s. _____ who have entered into a contract for the supply / works specified below :

L.O.I. No. _____ dated _____.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“NOT WITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please Mention here Complete Postal
Address of the Bank with Branch Code,
Telephone and Fax Nos.

Signature of
Bank's Authorized Signatory
with Official Round Seal

NAME OF DESIGNATED BANKS :

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the State Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank.

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

FORM OF BANKER'S UNERTAKING

(For Performance Guarantees (PG) for Guarantee / Warrantee period
as per Commercial Terms and Conditions of Tender)

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said Gujarat State Electricity Corporation Limited on behalf of M/s. _____ who have entered into a contract for the supply / works specified below :

P.O. (A/T) No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“NOT WITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be 1 month after the above validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please mention here Complete Postal
Address of the Bank with Branch Code,
Telephone and Fax Nos.

Signature of
Bank's Authorized Signatory
With Official Round Seal

NAME OF DESIGNATED BANKS :

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the State Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank.

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

ANNEXURE-1

Subject: Supply of _____

Reference: Tender enquiry No: _____

Due on date: _____ / _____ /20

In connection with the above subject and reference/ We confirm the following:

1. I/ We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.

2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations as per clause no. 38 of this tender document).

3. Further, I/We also agree that additional conditions/deviations, if any, found in the Commercial terms & conditions (except reference under clause no. 38 of this tender document), our offers shall be outrightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Authorized
Representatives of the firm

Date:

Name:

Status:

ANNEXURE-2

Name of the Tendering Firm/Agency: _____

I/ WE, confirm that following documents are attached with the Technical bid of the offer.

Sr. Details No.		Confirmation (Tick_ anyone)
1	Firm's details as per "Annexure-3"	YES/NO
2	Copy of the un-priced schedule (Description and Quantity of items offered in price schedule without Price). "Annexure-4".	YES/NO
3	Delivery schedule as per "Annexure-5"	YES/NO
4	Past experienced details as per "Annexure-6"	YES/NO
5	Performance certificates as per "Annexure-7"	YES/NO
6	Type test reports as per "Annexure-8"	YES/NO
7	Certificate of Important Instruction & certificate-A	YES/NO
8	GSECL's technical specification duly signed and with seal of firm.	YES/NO
9	Guaranteed Technical particulars submitted in GSECL's Performa only.	YES/NO
10	ANNEXURE-10'	YES/NO
11	ANNEXURE-11	YES/NO

NOTE: ALL THE DOCUMENTS SHOULD BE PROPERLY FILLED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.

ANNEXURE-3
DETAILS OF THE FIRM

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

Within Gujarat/Outside Gujarat

Pvt. Firm/Public Ltd./State Govt. Undertaking

/Central Govt. undertaking

Supplier Category

Vendor Registration Letter No. & Date
(If registered and letter issued by Board)

Vendor Registration Fee

Vendor Registration Date

Vendor Registration Validity Period

GST No. and GST Date

CST No. and CST Date Excise No. and

Excise Date SSI Certificate No. and D

ate

NSIC Certificate No. (Should be revalidated since last 3 yrs.) NSIC Certificate Date.

Whether under NSIC scheme. If Yes then Monetary limit. Custom No.

and Date (If applicable)

License Type (ISO 9001/9002) ISO 9001/ISO 9002 (Tech Applicable)

License Validity period From _____ to Date _____

Address of Registered Office: Factory Works

Authorised representative:

Contract person name Designation: Address

Cit & Pin Code: State:

Country:

Phone Nos. (Office): Fax No:

STD Code: Mobile

No:

Website address:

ANNEXURE-4

UN-PRICEDSCHEDULE(COPYWITHOUTPRICES)

Sr. No.	DetailsoftheItems/Equipments Offered	Quantity Offered	Firm'sPerAnnum ProductionCapacity forthe Offered item /Items
------------	---	---------------------	--

ANNEXURE-5

DELIVERY SCHEDULE

Tenderer should furnish their Delivery Schedule of the tendered items in the following table:

Approval of drawing / prototype sample, if applicable is to be completed in commencement period only (as indicated by GSECL in the tender.)

Sr. No.	Details of the Items/Equipments Offered	Tenderers Commencement	Tenderer's Delivery Schedule after Commencement Period.
	Period after receipt of order.		

ANNEXURE-6

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

Sr.No	Items Supplied to	Order Ref.No. & Date	Item s/Qty.	Order Fully executed YES/NO	Status If Order under execution	Remarks
-------	-------------------	----------------------	-------------	-----------------------------	---------------------------------	---------

A GUJARATELECTRICITYBOARD/GUJARATSTATE ELECTRICITY CORPORATIONLTD:

- 1)
- 2)
- 3)
- 4)
- 5)

B OTHERSTATEELECTRICITYBOARDS:

- 1)
- 2)
- 3)
- 4)
- 5)

C PRIVATE FIRMS:

- 1)
- 2)
- 3)
- 4)
- 5)

ANNEXURE-7

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

Sr. No.	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items
1	2	3	4

ANNEXURE-8

LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID.

Sr.No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item/Equipment	Name of the test Conducted	Results of the Tests

ANNEXURE-9

LIST OF THE TENDER DRAWINGS SUBMITTED WITH THE TECHNICAL BID.

Sr. No.	Description	Drawing Number	Number of Sheets
1	2	3	4

ANNEXURE-10

Vendormustfillupbelowdetails&shouldplaceatthetopoftheTechnicalBid.

1 PRICES:[FIRMONLY]
(PleaseSpecify YES/NO.)

2 RatesofferedFOR:_____

3 EXCISEDUTY:[SINGLESLABONLY]
(PleaseSpecifyINCUSIVE/EXCLUSIVE/EXEMPTED)

4 SALESTAX:[INPERCENTAGE]
(PleaseSpecifyINCUSIVE/EXCLUSIVE/EXEMPTED)

PleasequoteyourSalesTaxRegistrationNo.&Date

PleaseSpecifyGSTorCSTorVAT

4A IncaseofGSTpleasespecifyplaceof
Manufacturerunitfromwhere materialistobesupplied

5 PENALTYTERMSAGREED:
(PleaseSpecify YES/NO.)

6 SECURITYTERMSAGREED:
(PleaseSpecify YES/NO.)

7 P.GTERMSAGREED(Whereverapplicable):
(P.G.-PerformanceGuarantee)(PleaseSpecifyYES/NO.)

8 DETAILSOFEMDPAYMENT
(PleaseSpecifyDD/ValidSSI/ValidNSICNo.)

9 DELIVERYTERMSAGREED:
(PleaseSpecify YES/NO.)

10VALIDITYOFTHEOFFERAGREED:120 Daysfromthedateofopeningof
TechnicalBid

11 PAYMENTTERMSAGREED:80%againstT.R.C.within30days&
balance20%within45days

12 ITEMSOFFERED:

13 TELEPHONENOS.&FAXNO:

14 Authorizedpersonofthefirm:

15 Nameoftheproprietor,partners,directors
[Asthecase may be],along withaddress,telephone,faxno.e-MailIDetc.

ANNEXURE-11

Vendors must furnish the below details along with technical Bid.

- I. The financial turnover for the last three years.
- II. Supply of materials in quantity for the last three years.
- III. Supply of materials in quantity to GSECL/GEB for the last three years. IV.
- The yearly capacity to manufacture the materials in quantity.
- V. Quantity offered against the tender [minimum 15%/25% VI.
- The order on hand in quantity with delivery Schedule.

.....

ANNEXURE-12

TECHNICAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY AND TO BE SUBMITTED WITH TECHNICAL BID.

ANNEXURE-13

(UNDERTAKING IN REGARD TO QUOTED PRICE)

Sub: Undertaking in regard to quoted prices.

Ref: Tender No. _____.

.....

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

“This is to certify that we have not supplied the tender items viz.

..... to other SEBs / Power Utilities with this tender specification of GSECL at lower Unit Ex-Works price than the Ex-Works prices quoted in this tender by us for the same item during last Six (6) Months.”

The prices quoted by us for the same item to other SEBs during the last six (6) months are given below:

This is to be submitted in separate Sealed Cover super scribed “Undertaking in regard to quoted price” and should be placed in Price Bid Cover.

.....

Tender for Supply of _____
On Firm's Letter Head

CERTIFICATE - "A"

Tender No. _____

Due On: _____

I / We _____
authorised signatory of _____

M/s. _____ her

by Certify that

M/s. _____

is not related with other firms who have submitted
tenders for the same items under this inquiry/
Tender.

Seal of the Firm

Place:

Date:

Signature of the Tenderer

With Designation.

Tender No. _____ D

Due On: _____

IMPORTANTINSTRUCTIONS

1. The Tenderer should clearly give certificate alongwith the Technical Bid:

“This is to confirm and certify that the offer submitted by me is strictly in accordance with the GSECL’s Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations as per clause no.38 of this tender document) in the offer from the Board’s Tender Specification. I undertake to abide by the GSECL’s Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per the GSECL’s Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of the GSECL, including delivery schedule.”

(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be outrightly ignored in the absence of above certificate.

3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to the GSECL’s specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then GSECL will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.

4. The conditional tenders will not be accepted.

FORMATFORVENDORREGISTRATION

1. (a) Nameofthe factory/ firm :
- (b) Thedateofcommencement ofproduction :
2. Address of thefactory/ firm :
3. Address of theregisteredOffice :
4. Whether ProprietaryPvt.Ltd.OrPublic Ltd. :
5. Name of the Directors/Proprietor/ /Partners :
6. TotalInvestmentexcludingLoanCapital (PleaseattachCertifiedtruecopyofthe latestbalancesheet) :
7. LoanCapital :
8. Product/product manufacturedandor assembledtraded. :
9. Area of landoccupiedbythefactory :
10. Built uparea of thefactory :
11. No.OfShiftsinthefactory :
12. (a) FactoryLicenseNo. :
- (b) SmallScale CertificateNo. :
- (c) ValueofPlantandMachinerycertified bySSIincaseofSSIUnits,alongwith thedateofassessment ofsaidvalue. ::
13. Whetherthe product manufactured carryISImark(PleaseSpecifyYES/NO.) :
14. WhetherregisteredwithotherElectricity Board DGS&D, Other Govt. &Semi-Govt. Deptt.&Validity thereof :
15. Details of machineryinstalled withtheir capacities. :
16. Details of testingequipmentwiththeir capacities. :
17. (A) Qualifiedpersonnel'sworkinginthe Factory/Office, theiracademic QualificationsandExperience. :

a)Managerial	Name	Qualifications	Experience
--------------	------	----------------	------------

b) Production/Work staff

c) Quality control staff

(B) Other personnel are working in the Factory and their experience :

i) Skilled

ii) Unskilled

iii) Other

18. Is testing record maintained and if so, :
:S
in case when

19. Method adopted for Quality Control :

20. Is the person in charge of quality Control Independent of production control :

21. Distinguished marks or methods employed to identify their material if any. :

22. Source of supply of Raw material :

23. (a) Production Capacity per annum (In quantity as well as value) :

(b) Maximum production per annum (in quantity as well as value) achieved so far :

24. (a) Orders executed (list of important orders showing the quantity, value to be attached) in the last 2 years, which details of name of purchaser, Purchase Order No. & date, materials supplied etc. :

(b) Please confirm whether your firm is stop dealt/ blacklisted by Board from any of the offices. This is a must.

(c) Total turnover for last 3 years Individually. :

25. Estimate of stock of raw material held and the estimated Production on single shift basis from the stock so available. :

26. Result of sample Testing :

27. Whether the firm possesses ISO 9001/ISO 9002 Certificate:

28. Remarks :

DOCUMENT

Following documents whichever applicable are to be attached in duplicate

- 1) Partnership Deed or Article of Association:**
- 2) Latest Audited Balance Sheet:**
- 3) Factory License:**
- 4) Registration Certificate:**
- 5) ISI License:**

- 6) List of Machinery:**

- 7) List of testing equipment's:**

- 8) List of Order executed:**

- 9) ISO 9001/ISO 9002 Certificate Details:**
- 10) Sales tax registration Certificate:**

**UNDERTAKING IN REGARD TO STOP DEAL / BLACKLIST THERE
OF**

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

I/We _____

authorized signatory of M/s _____

_____ hereby certify that

M/s _____

_____ is not stop deal / blacklisted by GUVN Land

or their any subsidiary company viz.

GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL.

INTEGRITY PACT

OURENDEAVOUR

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

	<u>GSECL'S COMMITMENT</u>		<u>PARTY'S COMMITMENT</u>
▣	To maintain the highest ethical standards in business and professions.	▣	Not to bring pressure or recommendations from outside GSECL to influence its decision.
▣	Ensure maximum transparency to the satisfaction of stakeholders.	▣	Not to use intimidation, threat, inducement or pressure of any kind on GSECL or any of its 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 payments on due dates for work done.	▣	To provide goods and/or services timely as per agreed quality and specifications at minimum cost to GSECL.
▣	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.
▣	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 GSECL.
▣	To ensure minimum hurdle 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

Seal & Signature

Name of Office	Postal Address e-Mail ID	Phone No. (P) Fax No. (F)
Corporate Office, Vadodara	Vidyut Bhavan, Race Course, Vadodara-390007 cegen.gsecl@gebmail.com	(P):0265-6612101 (F):0265-2344537
Wanakbori.TPS	Wanakbori Thermal Power Station, Tal.Thasra, Dist.Kheda. Pin Code No.388239 wtps.ceg@gebmail.com	(P):02699-235522/ 622 (F):02699-235607
Gandhinagar..TPS	Gandhinagar Thermal Power Station, Gandhinagar. Pin Code No.382041 ceg.gtps@gebmail.com	(P):079-23215663/ 23218250 (F):079-23217673
Ukai.TPS	Ukai Thermal Power Station, Tal. Vyara, Dist.Surat. Pin Code No.394680 ukaiceg@gebmail.com	(P):02624-233244/ (F):233300
Sikka.TPS	Sikka Thermal Power Station, Dist. Jamnagar. Pin Code No.361141 cegstps.gsecl@gebmail.com	(P):0288-2344106 (F):0288-2344033
Dhuvaran.TPS	Dhuvaran Thermal Power Station Pin Code No.388610 acedtps.gsecl@ge bmail.com	(P):02698-242618/ (F):02698-242619
Panandro(KLTPS)	Kutch Lignite Thermal Power Station, PO.SKVNAGAR, Tal.Lakhp at, Panandhro Pin Code No.370601 cekltps@gebmail.com	(P):02839-264423/ 262452 (F):02839-262431/ 264434
Utran GBPS	Gas Based Power Station, Utran, Dist. Surat. Pin Code No.394105 acetur ran.gsecl@gebmail.com	(P):0261-2499581/ 153 (F):0261-2499180
Kadana(KHEP)	Kadana Hydro Power Station, Di wada Colony, Dist.Panchmahal-389250 khep@gebmail.com	(P):02675-237544/ 45 (F):02675-237816
SSHEP, Kevadia Colony	SSHEP, Kevadia Colony, Old Admn. Building, Dist.Narmada, Ta.Nandod, Pi n Code No.393151 ce.sshep@geb mail.com	(P):02640-232022/ 291182 (F):02640-232148



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Wanakbori Thermal Power Station, TalukaThasra, DistKheda– 388239. Ph. 91-2699-235522

Fax: 91-2699-235607 e-mail: wtps.ceg@gebmail.com Website: www.gsecl.in

TA-THASRA DIST. - KHEDA - 388239

SCHEDULE-B (Price Bid)

Description: Supply of Spares for Sonic Soot Blower System for Stage-II at WTPS.

Reference No.: WP/SUPPLY/TECH/RFQ-28864E/EMD-2

E-Urja RFQ No.: 28864

Sr. No.	Description of materials with details of Specifications	Quantity Required	UOM	Quantity Offered by Tenderer	Unit Ex-Works In Rs.	Packaging and Forwarding Charges per Unit in Rs.	Excise Duty per unit in Rs.	Sales Tax per unit in Rs.	Insurance Charges per unit in Rs.	Freight Charges per unit in Rs.	Unit End Cost Price in Rs.	Total End Cost Price in Rs.
1	COIL FOR SOLENOID VALVE OF SONIC SOOT BLOWER SYSTEM	15	Number									
2	COMPLETE CONTROL PANEL BOX FOR SONIC SOOT BLOWER MODEL: BEPS - 3002.	1	Number									

FORM-A

Please submit this form duly filled, signed and with company's round seal along with price bid in price bid cover.

- (1) Basic Cost. Rs. _____
- (2) E D Inclusive/Exclusive (%) Rs. _____
- (3) Taxes: ST/CST/VAT/
Inclusive/Exclusive (%) Rs. _____
- (4) Freight charges (%) Rs. _____
- (5) Packing & Forwarding Charges (%) Rs. _____
- (6) Insurance charges (%) Rs. _____
Other if any
- (7) Total (material END cost) Rs. _____
- (8) Rates offered for: Destination i.e. WTPS/SevaliaRly.Stn./or
Godhra at transporter's Godown