

GETCO



TRANSMISSION CIRCLE, NAVSARI

TENDER NO: TCNS/TR/ET-21/2026-27

Subject: Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.

Labour cost: ₹. 5,31,000.00

Tender fee: ₹. 590.00 (with GST 18%)

EMD – ₹. 5310.00

Time limit- 24 Months

(TECHNICAL BID)



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

TRANSMISSION CIRCLE OFFICE, NAVSARI -396427.
Telephone No.02637- 236058, Fax No. (02637) 236104
CIN: U40100GJ1999SGC036018

E-mail: setrnavsari.getco@gebmail.com

Website: www.getcogujarat.com

E - TENDER NOTICE

SE (TR) invites “On line Tenders” (e-tendering) for the “Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.” From registered Contractors in appropriate class with GETCO / Central / State Government / Railway/Semi. Govt. and who has executed civil works successfully as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfill the all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration.

Tender Papers & Specifications may be downloaded from Web site as <https://getco.nprocure.com> (For view, download and on-line submission) and GUVNL / GETCO web sites www.gseb.com & www.getcogujarat.com (For view & download only).

All tender documents are to be upload (Notarized / self-attested copies of original – as specified in tender document) including scanned copy of duly attested Tender fee receipt, EMD receipt, Integrity Pact, attested tender documents with technical specification & other mentioned documents in qualification requirement through online only (mandatory) on (n) procure portal.

NO PHYSICAL DOCUMENTS TO BE SUBMITTED BY BIDDER

1	Tender Notice No.:	TCNS/TR/ET-21/2026-27
2	Name of work	Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.
3	Tender Fee (non-refundable)	₹ 590.00 (Including GST @ 18%) <u>Payment of Tender fee will be accepted through RTGS / NEFT mode only)</u>
4	Estimated Tender cost Including GST	₹. 5,31,000.00
5	Earnest Money Deposit (EMD) amount	₹. 5,310.00 <u>Payment of EMD will be accepted through RTGS / NEFT mode only)</u>
6	Time Limit	24 Months
7	Required Class of Contractor	As per QR
8	Type of Tender (Works)	Percentage Basis on FIRM PRICE

9	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory)	As per Tender Notice Schedule
10	Date of opening of Preliminary & Technical stage (on-line Opening)	As per Tender Notice Schedule
11	Tentative Date of on – line opening of Price bid, (if possible),	Shall be intimated separately

IMPORTANT:

- (A) **All the online Annexures i.e. Annexure - 1 to 8 and price bid, other tender documents (refer Table-A) must be submitted/attached through online form only.**
- (B) Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and **no physical documents to be submitted by bidder.**
- (C) All such documents should be strictly submitted through online uploading. Otherwise the offer will not be considered and no any further communication in the matter will be entertained on or before due date of submission. **However, of anywhere in tender documents submission of other than this document or physical submission mentioned to be overlooked.**
- (D) Tender fees & EMD amount should be paid by **Online-payment mode only. Payment of Tender Fees & EMD by RTGS/NEFT/on line shall be encouraged. After the payment through RTGS/NEFT bidder has to mail following details:**

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

To:

- a. setrnavsari.getco@gebmail.com
b. decmgtrnavsari.getco@gebmail.com
c. aotr.navsari@gebmail.com

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

❖ **GETCO Beneficiary Bank detail is as under:**

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	08200200000194
3	Name of Bank	Bank of Baroda
4	Branch Code	012
5	Address of Bank	Bank of Baroda, Khatrivad, Navsari
6	IFSC Code	BARB0KHATRI
7	PAN No	AABCG4029R
8	TAN No	SRTG01134A
9	GST No	24AABCG4029R2ZC

The transection slip of payment made by RTGS/NEFT is to be uploaded in N-procure with tender documents

- (E) In case short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from bidder in physical form.
- (F) It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.
- (G) All the relevant scanned documents as per requirement of the tender are to be upload through

online only on n-procure portal including Tender fee, EMD and Integrity Pact.

- (H) Tender will be evaluated on basis of Data / Details / Documents submitted by online form only.
- (I) It is mandatory for all the bidders to upload their tender documents by on line only (E-tendering) in scheduled time. **No documents shall be considered physically which are mentioned for on-line submission only.**
- (J) The bidders are required to fill up all the online annexure / forms (word file attached) and shall be uploaded invariably. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
- (K) Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or extension of due date etc
- (L) The Earnest Money Deposit and tender fee will be accepted through online payment mode NEFT/RTGS only and Tender Fee payment through NEFT/RTGS with different purchaser or agency shall not be accepted. Tender without EMD and tender fee shall be rejected. Two separate transection for Tender fee and EMD should be submitted.
- (M) The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, Transmission Circle Office, Kabilpore, Navsari - 396427**

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

Yours faithfully,
Superintending Engineer (TR)
Navsari

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

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA**

Date :

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

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA**

Date :

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

OUR ENEAVOUR

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

GETCO COMMITMENT

- ☐ To maintain the highest ethical standards in business and professional
- ☐ Ensure maximum transparency to the Satisfaction of stakeholders.
- ☐ To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.
- ☐ To ensure regular and timely release of payment on due dates for work done.
- ☐ To ensure that no improper demand is made by employees or by anyone on our behalf.
- ☐ To give maximum possible assistance to all the Vendors / Suppliers / Service provider and other to enable them to complete the contract in time.
- ☐ To provide all information to suppliers/ contractors relating to contract / Job which facilitate him to complete the contract / job successfully in time.
- ☐ To ensure minimum hurdles to Vendors/ suppliers / contractors in complete of agreement / contract / work order.

PARTY'S COMMITMENT

- ☐ Not to bring pressure / recommendations outside GETCO to influence its decision.
- ☐ Not to use intimidation, threat, inducement or Pressure of any kind on GETCO or any of it's employees under any circumstances.
- ☐ To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
- ☐ To provide goods and / or services timely as per agreed quality and specifications at minimum cost of GETCO.
- ☐ To abide by the general discipline to be maintained in our dealings.
- ☐ To be true and honest in furnishing information including payment to agents / sub-agent.
- ☐ Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
- ☐ Not to enter into carter / syndicate / understanding whether formal / non-formal so as to influence the price.

**Seal & Signature
(GETCO Authorized Signatory)**

Name :
Designation :

**Seal & Signature
(Party's Authorized Person)**

Name :

Annexure-I		
Details of the Firm		
Name of the Firm		
A		
1	Address of registered office	
2	Contact personnel	
3	Designation	
4	Residential Address	
5	Phone No.	
	Office	
	Residential	
6	Fax No.	
7	Telegraphic code	
8	E-mail address	
B		
1	Address of WORK	
2	Contact personnel	
3	Designation	
4	Residential Address	
5	Phone No.	
	Office	
	Residential	
6	Fax No.	
7	Telegraphic code	
8	E-mail address	

Annexure-II							
Details of experience in last three years from the due date of tender							
Sr. No.	Name of Line	Order reference no. & Date	Order value	Due date of completion	Date of completion	Order fully executed Yes/No	Status if order under execution
A	Gujarat Energy Transmission Corporation Ltd.						
1							
2							
3							
4							
5							
B	Other state electricity board						
1							
2							
3							
4							
5							
C	Private Firms						
1							
2							
3							
4							
5							

Annexure-III			
List of work completion certificate submitted with technical bid			
Sr. No.	Name of work	Name of the authority by whom the work completion certificate issued	Reference No. & Date
1			
2			
3			
4			
5			

Technical Qualification requirement

The bidder should satisfy following minimum technical requirements -

The bidder shall have provided minimum 5 nos. of similar service (by crane) of electrical equipment in electrical switchyard in last five years in any State Transmission Utility (STU) / Central Transmission Utility (CTU) / Govt. organizations/ major industries.

The bidder should submit necessary work completion certificate & complete work order inclusive of Schedule-B along with the technical bid.

Financial Qualification requirement:

1. Payment of Tender fee and EMD (RTGS/NEFT online from bidders account only, otherwise Bid will disqualified)
2. Copy of GST registration with active status.
3. Copy of PAN Card.
4. Copy of power of attorney as the case may be.
5. Details of Partners/Directors of the Firm/Company. Partnership deed if applicable.
6. Latest Bank solvency certificate of 20% of the tender value.
7. IT return and Profit loss statement and balance sheet of last three years

HR Qualification Requirement: 1. Copy of PF Registration

Note: Above technical criteria is for technical scrutiny after opening the technical bid. However, the GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Scope of Proposal and Work:

1. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
2. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere. The scope of work is **"Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division."** as per standard specification and standard practice of GETCO and as per EIC.
3. The above work shall be done as per GETCO's approved drawing/layout.
4. Necessary field quality plan of GETCO shall be implemented and necessary documentation shall also be maintained as per GETCO's norms and instruction of EIC. If required field quality plan shall be available at field offices.
5. During the work of erection of Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division. safety check list shall be followed. Necessary check list will be available at our field office.
6. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
7. All work should be done accordingly to ISO & FQP and all require documents including Filled FQP, testing results etc. should be submitted while handing over the completed work.
8. The quantity mentioned in price bid is tentative and may vary in actual work order.
- 9 **Detail scope of work as under**
 - **Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.**
 - **On call of EIC work must be commenced within 5 hours anywhere under Navsari Circle**
 - **The time period for work contract is 24 (Twenty-four) months.**
 - **The time allowed for the commencement work is 5 hours from the call of EIC, failing which the penalty of Rs 100/ Hours plus GST will be applicable.**

Detail scope is as under

- a) Contractor shall have to arrange for making approach, if required at his own cost without damaging any of the GETCO / other property during the entire job at his own cost. The cost of any damage shall be recovered from contractor's bill.
- b) Dragging of equipments & other accessories will have to be Loading - Unloading by the contractor in vehicle / truck / trailer of adequate capacity.
- c) Equipment along with its accessories is to be Loading - Unloading up to destination safely at contractor's risk and cost. All necessary labours, tools, tackle etc. shall have to be arranged by the contractor for dismantling, loading & unloading & dragging.
- d) The contractor shall be fully responsible for any shortages, breakages or damages to the Equipment / accessories that may occur during the time of erection, dismantling, dragging, loading, transportation & unloading. The cost of any such shortages, breakages of damages if any shall be recovered from the contractor, the assessment of which will be done by Engineer In Charge at his sole discretion and his decision shall be binding to the contractor. Bidder is fully responsible for settlement of claim with insurance company at his own.
- e) The contractor shall be responsible for any accident or damage to private public properties etc. during loading unloading and transportation etc.
- f) The GETCO shall not responsible for any accident injury etc. to the contractor's labours or equipments during the execution of the job.

- g)** The successful bidder has to indemnify the GETCO against any possible claim of compensation for damage to his equipment or for injury to him or fatal/non fatal accident to human life, his staff or any other person during execution of above job. If for any reasons the GETCO is called upon to pay such claim/compensation, same will be recovered from bidder from his dues.
- h)** The contractor or his authorized person duly approved by GETCO shall always be present at the time of work.
- i)** If at any stage the contractor fails to carry out the job, the work will be get done at his risk & cost by giving notice as per rules as the time is the essence of the contractor. Contractor will not be entertained for any dispute in this regard.
- j)** The contractor shall have to make his own arrangement for PWD road permit, R.T.O. permission or any other permission from local or other authority or movement of tractor / Trailer in Gujarat state Government which may be required for transportation stated above. If necessary the GETCO will extend all possible assistance to the contractor by way of recommendation, letters for issue of such permission to the various authorities if required but without any commitment and without prejudice to the other terms & conditions of tender.
- k)** All taxes, permits from RTO, toll tax and other taxes shall have to be paid by the successful bidder without any burden to GETCO for transportation of Equipments and accessories.
- l)** All expenditure towards railway traffic / power block & HV/LV/EHV line outages from other utility, if required shall be borne by successful bidder for early completion of work. However, GETCO will reimburse the charges for railway traffic / power block & HV/LV/EHV line outages at actual on production of proof of original money receipt from concern department.
- m)** Wherever necessary reinforcement to the small bridge or culvert coming the way while transporting shall have to be arranged by contractor at his cost.
- n)** The tenderer should quote his rate correctly taking in to consideration all points mentioned in the Schedule- 'B' attached. The rates should be quoted without any condition and should be in words and figures in legible hand.
- o)** The validity period shall be 2 (Two) years and can be extended for another one year if required by mutual agreement between contractor & GETCO.
- p)** The entire work of dismantling, unloading, loading, dragging & erection of the Equipment shall have to be carried out mostly in surrounding live switch yard in the substation hence skilled supervisor is to be engaged to avoid any electrical accident. GETCO is not responsible for any electrical accident.
- q)** Equipment oil and accessories should be transported separately for which weigh bridge slip shall be considered for payment.

Safety Clause

1. The Contractor shall follow and comply with all GETCO Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

1. In case if any safety related fatal Elect. / Mech. accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency shall be penalized as under:

Sr. No	Amount of Contract in Rs.	Penalty amount per person
1	Up to → 1 Lac	Rs.5000/- per incident plus GST as applicable
2	Above 1 Lac to → 10 Lacs	Rs.40000/- per incident plus GST as applicable
3	10 to --→ 100 Lacs	Rs.100,000/- per incident plus GST as applicable
4	> 100 Lacs	1.0 % per incident plus GST as applicable

2. **Reporting:-**

1. The contractor shall inform concerned Ex. Engineer Const/TR in writing within 24 hours of fatal/Non-fatal accident occurred to human being.
2. The GETCO investigating officer findings in to accident shall be final and binding to the contractor /Agency.

3. **Safety Requirement:**

- i) Kick off Meeting exclusively for safety shall be done in each contract in presence of contractor's site in charge and supervisor. Safety document shall be handed over and vital safety norms and key points of safety related to project shall be explained and recorded for commitment by erection contractor. Such records are mandatory for clearing first erection bill.
- ii) During site visit by GETCO official of Executive Engineer and above rank, the following checks during execution of work shall be covered.
 - I. Safety equipment available and utilize.
 - (a) Helmet.
 - (b) Safety belt.
 - (c) Safety shoes.
 - (d) Live line Voltage detector
 - II. Safety procedure adopted.
 - (a) Permit to work
 - (b) Earthing at the place of work.
 - (c) Adequate supervision.
 - III. T & P physical Check. (Healthiness and Quality)
 - (a) P. P. rope.
 - (b) Wire rope and sling.
 - (c) Earthing rod
 - IV. If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/-per occasion plus GST as applicable. (Max.Rs.3000/--for violation of three conditions plus GST as applicable)
 - V. During subsequent visit, if violation is found, then double penalty plus GST as applicable shall be deducted from the bill of the Contractor/Agency.

WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. Contractor has to provide ISI marked ELCB / MCB having sufficient capacity of standard make at point of supply.
3. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.
4. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried – out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
5. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
6. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
7. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
8. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
 - a. Satisfy the Engineer that the appliance is in good working condition;
 - b. Inform the Engineer of the max. current rating & voltage of the appliances;
 - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
9. The Engineer will not grant permission to connect until he is satisfied that;
 - a. The appliance is in good condition and is fitted with suitable plug
 - b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.
10. No electric cable in use by the contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
11. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the contractor. While working on electric lines/ equipment, whether live or dead, suitable type and sufficiently quantity of tools will have to be provided by the contractor to electricians/ workmen/ officers.
12. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and to also to all the authorities envisaged under the applicable laws.
13. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.

14. The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
15. it is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following;
- Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
 - No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
 - Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
16. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.
- | | | |
|--------------------------|-------------------|------------|
| Fatal injury or accident | Rs.1,00,000/- per | These are |
| Causing death | person for death/ | applicable |
 - | | | |
|------------------------------------|--------------|---------------|
| Major injuries or accident causing | Rs. 20,000/- | injury to any |
| 25% or more permanent disablement | per person | person, |

To workmen or employees

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

ANNEXURE-A

OUR ENDEVOUR - Safety a habit

To create environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society a the nation, safety guidelines are agreed upon by the agency as under.

Safety is our prime concern and zero accident is our goal. In order to prevent the accident, while execution of works in indoor and outdoor systems of GETCO, the following guideline and preventive measures are identified.

<u>Indoor safety precaution</u>	<u>Outdoor safety precaution</u>
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.

Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor's supervisor for risk assessment. - Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may be live. - Disconnect equipment from supply. - Protect against other live parts. - Take special precautions when close to <u>bare conductors / Busbar</u>.	Prior to execution of work a joint survey must be conducted by GETCO supervisor, contractor's supervisor and DISCOM line man in order to identify the following : - HT/LT line or tap line crossing under each span of line of the work. - Isolation point of each line crossing. - Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch.
Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works. - The contractors must provide advance planning of work to concerned in-charge of substation in writing. - Before starting any work whether switch yard, <u>"permit to allow to work"</u> must be taken from control room in-charge. - Utilizing Electrical / non-electrical Equipment, safety rules must be implemented. - If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. - Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area. - Any electrical work or electrical connections to equipment for any other <u>work must be carried out by certified</u>	Contractor's supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthing technically prior to give clearance to gang leader for taking up job. While execution of stringing work, the identified line crossing must be isolated / de-energized and written clearance should be obtained from concerned DISCOM supervisor. The isolation of Tap line must be physically seen and verified by Contractor and GETCO supervisor. At D.O. fuse junction contractors person should be posted to ensure that no person restore D.O. supply while work is under execution Contractor's supervisor must ensure that concern officer take LCP for EHV line and <u>power line crossing</u>
electrician/wiremen with adequate size of Wire through MCB as per I.E. Rule. - Live penal area / bus bar must be isolated and sealed / bifurcated with red colour tape for visible warning. - Display Board must hang on LCP panel. - Equipment must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person. All wire temporary connection & material whenever erection activity has any connection and disconnection work of bus bar, string bus.	

All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.	All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly approved by GETCO.
The local earthing must be done at the place of work before execution of any work.	The local earthing must be done at the place of work before execution of any work.
11 kV breaker in panel must be switched off and racked out only after ensuring no voltage in breaker and without door opening.	Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather condition.
	Transmission line activities. 1) Used of Voltage detector to ensure outage. 2) Earthing at three point, local, left & right side of bus bar / string bus. 3) Match line colour code with colour of wrist band.
	Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.

GENERAL COMMERCIAL CONDITIONS:-

1. The Gujarat Energy Transmission Corporation Ltd., Navsari hereinafter called 'GETCO' / 'OWNER' intends to receive bids for **"Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division."** detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.
2. **The validity of tender is 180 days from the date of opening of technical bid**
3. **Earnest Money Deposit :**
 - a. Bidders are requested to pay an earnest money deposit (As per GETCO purchase policy) by RTGS/ NEFT or by Cash (up to Rs. 10,000/- only) for the amount as specified in the tender notice. Payment of EMD in form of Cheque shall not be accepted.

- b. If the EMD amount is more than Rs. 3 Lacs, it should be paid by RTGS/NEFT/Online or Demand draft or Banker's Cheque or Pay order or Bank Guarantee, otherwise RTGS/NEFT/online only.
- c. In case of payment through RTGS/NEFT/ Demand Draft/ Banker's Cheque/ Pay Order, the scanned copy of original document/Payment slip shall have to be uploaded with the bid.
- d. The EMD shall be submitted along with submission of Technical bid if by DD, Banker's Cheque.
- e. Tenders not accompanied by EMD shall be rejected.
- f. If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.
- g. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.
- h. All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries
- i. In cases, where EMD need not to be paid, valid exemption Certificates duly Notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions
- j. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators
- k. The Certificates should indicate the manufacture of items offered.
- l. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
- m. Participants not covered under these categories mentioned at Clause No. h will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.

4. Definition of Terms :

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

"RIGHTS OF THE OWNER"

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

Lien in respect of Claims in other Contract.

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

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

5. Contractor's Default :

- 5.1 If the Contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by Engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of should the contractor fail to comply with the notice within 30 days from the date of serving the notice, then and in such case the owner shall be liberty to employ other workmen and forthwith to execute such part of the work as the contractor may have neglected to do or if the owner shall think fit, without prejudice to any other right he may have under the contract to take the work wholly or in part out of the contractor's hand and re-contract with any other person or persons to complete the work or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and **If the sum that the contractor is entitled to be paid plus the costs incurred by the owner in completing the works, exceeds the contract price or the entire works if entire works have been completed or the price for part of the work if part of the work have been completed, the contractor shall be liable for such excess.**

If such excess is greater than the sums due to the contractor, the contractor shall pay the balance to the owner and if such excess is less than the sums due to the contractor, owner shall pay the balance to the contractor. For facilitating such payment, over shall encash the Bank Guarantees of contractor available with Owner/s and retain such other payments due to the contractor under the contract in question or any other contract that the owner's may have with contractor. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of work is delayed.

6. All commercial terms and conditions except rates shall be indicated in the technical & commercial bid only.
7. The Tenderers shall specifically note that the Tenders are invited on percentage basis only.
8. Arithmetical error will be rectified on the following basis :
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between work and figures, the amount advantageous to the Owner will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD will be forfeited. The bidder should ensure that the prices furnished in various price schedules are consistent with each other.
 - In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

- c. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without resource to extrinsic evidence.
 - d. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
9. The tenderers will ensure submission of the Tenders duly filled in before the due date and time.
10. **Security deposit:** The contractor will have to pay the 100.00 % Security Deposit at 5.00 % of the order value by demand draft **in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD' within 10 days from the date of the issue of LOI**, higher percentage of security deposit may be fixed at the direction of The Superintending Engineer. Alternatively, you may pay the entire S.D. in the form of B.G. as per approved format of the GETCO issued by Nationalized/Scheduled Bank. B.G. issued by some co-operative bank is acceptable as per listed under

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

i. All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- 1 The Mehsana Urban Co-operative Bank Ltd.
- 2 Ahmedabad Mercantile Co-Op Bank Ltd.
- 3 Nutan Nagrik Sahkari Bank Ltd.
- 4 Kalupur Commercial Co-operative Bank Ltd
- 5 Bandhan Bank
- 6 Axis Bank
- 7 ICICI Bank
- 8 HDFC Bank
- 9 Kotak Mahindra Bank
- 10 Indusand Bank
- 11 Rajkot Nagrik Sahkari Bank Limited
- 12 The Gujarat State Co-Operative Bank
- 13 Saraswat Co-operative Bank
- 14 Saurashtra Gramin Bank
- 15 DCB Bank
- 16 Tamilnadu Mercantile Bank
- 17 BNP Paribas
- 18 A U Small Finance Bank
- 19 Federal bank
- 20 Equitas Small Finance Bank
- 21 The Surat Peoples Co-Operative Bank
- 22 Standard Chartered bank
- 23 City Union Bank
- 24 DBS Bank India Ltd
- 25 The Surat District Co-Operative Bank
- 26 CSB Bank
- 27 HSBC Bank
- 28 Karnataka Bank
- 29 Karur Vysya Bank
- 30 South Indian Bank
- 31 Utkarsh Small Finance Bank
- 32 SVC Co-Operative Bank

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

The security deposit will be refunded only after the completion of guarantee period of 36 Months of work done or finalization of final bill whichever is later. **(FDR will not be accepted).**

11. Contract Period :-

- 11.1 This tender is Bi - Annual rate contract (ARC) for Dismantling, Loading, Unloading, Transportation, Dragging, Erection, Testing & Commissioning of 66KV Class (66/11 or 66/22KV) Power Equipments up to 20 MVA at Various substation of GETCO. Validity of Bi - Annual rate contract (ARC) shall be **One (01) years** and will be extended for further One (01) year at the same Terms & Conditions after mutual understanding if require.
- 11.2 The detailed sub order will be given for any job by Circle Office with time limit of the job and detail price break up based on Schedule – B accepted by GETCO and bidder. Technically and commercially Cleared sub order shall be issued for each job.
- 11.3 The completion period shall be reckoned from the date of issue of commencement date by Field office based on availability of outages. Bidder shall have to arrange man power / tools tackles for work execution, vehicle for transportation etc. within 48 hours from date of issue of Commencement letter or intimation through e mail
12. The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer in charge depending upon emergency of work, GETCO reserves the right to reduce the time limit without giving any notice.

13. Insurance:

- 13.1 Insurance for new or old Equipment is taken by GETCO for entire project time as per suborder period including dismantling, unloading, loading, dragging, erection, testing & commissioning and up to charging / handing over to GETCO.
- 13.2 Additional premium for extension of insurance policy if required beyond the time limit shall be on contractors account if delay is due to contractors.
- 13.3 The bidder is sole responsible for settlement of claim.
- 13.4 In the event of any damage, theft, loss, pilferage, fire etc., contractor shall be responsible to lodge, pursue and settle all the claims on behalf of GETCO with the Insurance Company for all items, material and the GETCO shall be kept informed about it. You shall replace the lost / damaged materials / items promptly irrespective of the settlement of the claims and ensure that the work progress shall not effect. The loss, if any, such replacement will have to be borne by bidder and GETCO will not entertain any claim / representation in this regard.
14. Goods and service Tax (GST):-
The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.
Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 18.00 % per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.
1% TDS SGST and 1% TDS CGST or 2% TDS IGST on principal amount is applicable with effect from 01.10.2018

GST :-

- (i) Contractor has to submit the GST Registration certificate.
- (ii) Contractor should be registered under GST laws which they shall pay the GST for this contract.
- (iii) Contractor has to submit invoice/Challan as documentary proof with each RA bill & Final Bill and in which it shall be specifically mention the nature of service & SAC code under which the amount of GST payable by contractor and payable by GETCO (if any) without fail.
- (iv) GETCO will be withheld the GST x amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor
- (v) The Contractor has to submit invoice to GETCO indicating following.
Name, address and GST registration no. of the service provider Name and address of person

receiving the service i.e. GETCO Description and value of taxable service provided
The total GST payable thereon with bifurcation of ~~service tax~~ GST payable by service provider and service receiver. Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTIN No

15. STATUTORY VARIATION:

Any statutory variation in future towards the above mentioned taxes and imposing any new tax that shall also be payable by the contractor & Gujarat Energy Transmission Corporation shall not entertain any claim of whatsoever nature, during or after the completion of this tendered work. Proof of such payments made by the Contractor to the appropriate departments shall be produced to Gujarat Energy Transmission Corporation failing which appropriate amount shall be withheld on getting information / instruction from the concerned departments.

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

16. WELFARE CESS:- *Workers welfares cess shall be paid by the contractor to the appropriate authority as per prevailing rate.*

On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. Copy of Registration certificate shall be submitted before submission of 1st RA bill

As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects, and civil works.

OR

If you had not employed on any day of the preceding twelve months, ten or more building workers in any building or other construction work as prescribed under the provisions of Building & Other Construction Workers' Welfare Cess Act, 1996. Due to that the provisions of Building & Other Construction Workers' Welfare Cess Act, 1996 is no applicable and labour department is not giving registration under Building & Other Constructions Workers' Welfare Cess Act, 1966. So they are insisting for waiver of registration under Building & Other Construction Workers' Welfare Cess Act, 1996. In those cases, you have to furnish the following documents with respect to each order placed and site wise.

1 Annexure-1 on the stamp paper of Rs. 300 duly notarized.

2 Annexure-2 duly acknowledged by labour department.

The above documents (copy enclosed) should be submitted before passing 1st RA bill.

1. Contractor shall get registered under Welfare Cess Act before commencement of work in required head as per nature of work. Office of the Factory Inspector is authorized at present as a registering authority.
2. GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment. Registration charges will not be reimbursed.
3. The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value. The modality of payment/ reimbursement of welfare cess will be as under.
4. On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. Copy of Registration certificate shall be submitted before submission of 1st RA bill
5. Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
6. The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

7. If the R.A. Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess
8. **Welfare Cess:** Welfare Cess shall be reimbursed on production of proof for such payments made by the contractor to the appropriate department as per rules. Payment should be made through cheque only and afterward for 10 days Bank statement should be produce at the time of welfare Cess.
17. **GST & welfare tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.**
18. The contractor will have to give indemnity bond for material on Non-judicial Stamp paper of value Rs. 300/- to GETCO as per attached format. **The cost of stamp paper will be borne by the contractor.**
19. **The contractor will have to give safety cum indemnity bond on Non-judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third-party during the execution of work. The cost of stamp paper will be borne by the contractor.**
20. **Also the successful bidder will have to execute Agreement on stamp paper of value Rs. 300/- at our Transmission Circle, GETCO, Navsari before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be borne by the contractor.**
21. **Guarantee:** - It is the responsibility of the contractor to handover the complete work free of all defects. If within a period of **24 Months** from the date of handing over the work it is noticed that any defects occurs due to bad workmanship, it is the duty of the contractor to rectify / replace the same at his own cost. If within seven days from the date of receipt of such notice, the contractor does not take up the work, it will be carried out at his risk and cost.
It includes but not limit to
 - Leakage from Gasket
 - Drastic decrease in IR value
 - Painting
 - Any other work carried out by contractor during oil leakage attending work.
22. 10% retention money will be deducted from each R.A. Bills against material issued to contractor.
23. 10% amount of bill plus GST as applicable will be retained from each RA bill for the work executed after the scheduled date of completion and on finalization of time limit extension by competent authority; this amount will be released after deducting amount towards the time limit penalty if any.
24. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
25. The quantum of the work as mentioned in estimate/ schedule -'B' is tentative and it can be varied or differed as per site condition. The payment shall be made only on actual work executed or order quantity, whichever is less.
26. The tenderer will be abided by and fulfill all the terms and provisions of the "Tender & Contract" for works as applicable and incase of any default there to the GETCO shall forfeit the S.D. or any other action as may be decided by Superintending Engineer (TR), GETCO, Navsari.
27. The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by field Engineer at his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.
28. GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
29. No part rate or reduced rate shall be allowed in final bill.
30. The contractor has to follow all labour laws, safety rules and regulations. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety/ security of men, materials and equipments shall be sole responsibility of the contractor.
31. The compliances of all Central/ State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.
32. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. GETCO reserves the right to reject any or all tender without signing any reasons whatsoever.

33. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
34. The tender includes all minor accessories and items of work which are not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
35. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.
36. *No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.*
37. *GETCO will not pay any idle charge for any site conditions or any circumstances.*
38. In case of any dispute/ doubt, the decision of Superintending Engineer (TR), GETCO, Navsari, shall be unchallengeable, final and binding to the contractor.
39. The contractor has to remain in close day to day contact with Engineer in charge of work who will issue detailed instruction for the commencement of the work.
40. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office.
41. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
42. The contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at contractor's risk and cost.
43. The contractor must engage sufficient knowledgeable persons round the clock, exclusively for oil filter machine provided by GETCO for oil filtration work. No loss of oil should occur and in case if occurs; its cost will be recovered from contractor's bill. The contractor has to apply sufficient nos. of cycles for oil filtration works as decided by the Engineer in charge.
44. The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of on line tender, does not qualifies the tenderer to offer the bid.
45. Tender offer without payment of EMD required certificate, documents, list of tools, tackles, equipments etc. required for execution of job will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, Navsari will be final and unchallengeable.
46. The Contractor will be governed by The GETCO's general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the contractor will have to sign this booklet along with other document and agreement. All the usual terms and conditions of the GETCO, through the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the Executive Engineer/ Superintending Engineer shall be binding on the contractor.
47. After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
48. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
49. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage.
50. If required by GETCO you shall have to provide free to and fro traveling facility to our Junior Engineer or Technical staff for the work.
51. The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in charge.
52. For shortages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges.
53. No subcontractor, Power of Attorney shall be allowed without prior approval of competent authority.
54. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate legal action if required. Similarly as

- per instruction of Engineer in charge, you have to credit the material at GETCO store without any loss of time failing to which GETCO shall initiate legal action if required.
55. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
 56. The contractor has to submit the list of tools, tackles, equipments with him along with his tender offer. The tender without this list and other required documents (as mentioned above herein the tender) should be rejected out rightly.
 57. The contractor has to deploy minimum 8 to 10 skill labours/ fitters at site daily failing to which GETCO shall deduct 1,000/- per day as applicable from the bill.
 58. The bidder shall specifically note that GETCO will not pay any extra amount towards any type of claim except for the description indicated in Schedule – 'B'. The party has to carry out all other/ additional required activities/ works as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per site condition and for this work no extra payment shall be made by GETCO.
59. **GENERAL:-**
- a) **The interpretation of specifications doubts etc.:-**In case of any doubts about what is mentioned in specification or schedule or elsewhere, the tenderer should get all doubts cleared from the Department in writing and in advance of filling in the Tender. In case of difference of opinion about interpretation of specification etc the decision of **Superintending Engineer, Transmission Circle, GETCO, Navsari** will be final and shall be binding to the contractor.
 - b) **Accounts of Materials issued:-**The contractor shall have to maintain accurate day to day and item wise account of use of issued materials which shall be got checked from time to time by the representative of the GETCO. The contractor will be responsible for custody and preserving the issued materials till the work is handed over by the contractor after completion.
 - c) The contractor has to maintain site register, covering all the daily details of material receipt and utilization, progress of work etc. This register shall be checked and signed by Engineer in charge and Executive Engineer during the site visit. Any bill without site register shall not be passed.
60. The contractor shall be responsible for breakages, losses and theft of material during transit or erection after the materials issued from the stores till the completion of work and is taken over by the GETCO.
 61. The contractor will be responsible for the loss, distribution of deterioration of the materials, stores or articles supplied to him by the GETCO, even if such a loss distribution or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.
 62. The contractor shall co-operate with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill all the requirements which are necessary to finalize the accounts on the basis of its records and pay him such amount as if found due to him together with the amount of security deposit. If any remaining payable to him after deduction there from the amount due by him to the GETCO. The GETCO shall not entertain further claim from thereafter.
 63. The competent authority can delete any item in schedule of the tender, if he feels that the rate quoted by the contractor for that item is abnormally high when compared to the estimated rates.
 64. **Delivery of Material:-**All material/ equipment required for this work as per schedule shall be delivered at any store centers of Navsari(TR) circle jurisdiction and contractor has to take delivery from these stores at his own cost.
 65. You will ensure that completion of erection work i.e. all works connected with substation having been completed correctly as per Indian Electricity Rules & procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out Subsequently shall be set right forth with by you at your own cost.
 66. **Billing and Payment Terms**
 - (a) 90% payment of amount claimed covering various activities such as dismantling, dragging, Transportation, erection, testing & commissioning against R.A. bills duly certified by EIC within 30 days from the date of R.A. bill.
 - (b) Balance 10% of erection value shall be paid within 60 days against completion of work only after settlement of material account statement of items supplied, used, erected and successful commissioning of Sub-Station line the same amount will be release in final bill only and payment will be made only after passing of final bill. All the payment shall made through RTGS/NEFT only by EE(TR).

- (c) If net payable amount is more than Rs 10.0 Lacs, payment will be released from circle office/corporate office.
- (d) The payment will be released within 60 days. However, in case of any delay due to any eventuality no interest charges shall be paid.
- (e) All the bills in accordance with the above clauses must be submitted with the following information:
 - 1) Item wise work done during billing period.
 - 2) Item wise cumulative work done.
 - 3) Account for material consumed and balance stock.
 - 4) For non-submission or part submission of above information, an additional 5% amount of the respective RA bill shall be withheld and shall only be released at the time of final bill.

PAYMENT TERMS UNDER MSME ACT:

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

*** "Date of acceptance" means**

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

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

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

67. PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

- 68. Quantities given in the Schedule of erection in price Bid are to be executed by the contractor at the rates accepted by the Board in the A/T. In case of any deviation in tower quantity / type of tower / length of line, excavation / concreting resulting into an increase in which event the field officer shall obtain prior approval of the Head Office and excess quantity shall be paid only at the accepted rate of the A / T. No any Excess work / amount to be executed without prior approval of competent authority.
- 69. The erection work beyond contractual ceiling amount shall be done only after approval from the GETCO authority.

70. CONTRACTOR'S SITE ESTABLISHMENT

The Contractor shall at all times keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

71. CO-OPERATION WITH OTHER CONTRACTORS

Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

72. PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

73. TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- a. The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- b. The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.
In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- c. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the
- d. Owner shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

74. FRUSTRATION OF CONTRACT

- a) In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 68(c) below.
- b) In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended.
Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.
- c) In the event referred to in sub-clauses 68(a)& 68(b) above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit_ basis which shall be determined by mutual agreement between the parties.

75. Termination of Contract

In case of contractor fails to deliver the stocks 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 GETCO shall exercise its discretionary power either:

- A. To recover, from the contractor as agreed, by way of penalty clause above, or

- B. To purchase from elsewhere after giving due notice to the contractor on account and at the risk of the contractor for 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 opinion of the GETCO shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the GETCO may sustain on that account, but the contractor The decision of the GETCO shall be final as regards to the acceptability of stores supplied by the contractor and the GETCO shall not be required to give any reason in writing or otherwise at any time for rejection of the stores shall not be entitled to have any saving on such purchases made against default.

76. ARBITRATION

- A. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- B. The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- C. The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof. The decision of the majority of the arbitrators shall be final and binding upon the parties.
- D. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator
- E. The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.
- F. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- G. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- H. 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 matter arising out of or in relation there to shall be referred to the "Gujarat public works contracts disputes arbitration tribunal" as per the provisions of the Gujarat public works contracts disputes arbitration tribunal act, 1992.

1. Amicable Settlement

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

2. Arbitration

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause 29(1) arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992.

The reference to arbitration proceedings under this clause shall not

- a) Affect the right of the Engineer -in charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site there of or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - b) Preclude the Engineer-in charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
 - c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the prevision of General Conditions for the work where there is no specification.
 - d) Preclude the GETCO from getting the work done by another agency.
- Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period. The provisions of the Arbitration Act, 1992, Gujarat Public Works Contract. Disputes Arbitration Tribunal Act, 1992, and rules made there under shall apply to the arbitration proceeding under this clause. “

GUARANTEES & LIABILITIES

76.0 GUARANTEE

- 76.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of Twelve (12) calendar months commencing immediately upon the satisfactory commissioning of the project. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer.
- 76.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 76.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 76.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

- 76.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 76.6 The acceptance of the erection work by the Engineer shall in no way relieve the Contractor of his obligations under this clause
- 76.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 76.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 71.1 through 71.7 above, shall remain till the end of 5 years from the date of completion of guarantee period.
In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee.
- 76.9 The provisions contained in this clause will not be applicable: a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any. b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.
- 76.10 The Guarantee period for entire work indicated in the tender specification remains unchanged and shall have to be adhere to as indicated below.
You have to give assurance for trouble free and maintenance free performance for a period of 12Months from the date of commissioning

-: SPECIAL COMMERCIAL CONDITION FOR TENERER:-

1. TAKING DELIVARY AND INSURANCE:-

- 1.1 The contractor has keep S/S materials in safe custody and transport to the respective sites and will be reasonable for any damages to or loss of all materials at any stage during transportation or erection or taking over of the line by GETCO.
- 1.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 1.3 The Contractor shall have total responsibility for the entire materials stored loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements is at own cost to ensure the protection of all materials, equipments and works from theft, fire pilferage and any other damages and loss, it shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the Corporation.

2 STORAGE-CUM-ERECTION-INSURANCE:-

- 2.1 The contractor shall take suitable storage –cum-erection insurance cover at his cost to the extent of 100 % cost of materials, which are required to complete/commissioned Equipment. **However premium paid for such insurance shall be reimburse by GETCO on production of insurance policy along with premium paid receipt.** Bidder shall have to take the comprehensive Marine cum Erection (MCE) insurance policy against any loss, draft, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over by GETCO. **However, if the work is not completed within the stipulated time limit as mentioned into work order the MCE shall be extended by the contractor up to the work completion and taking over by GETCO. Moreover, the charge for extension of insurance shall be borne by contractor if the delay is attributed to the contractor. The charge for extension of insurance shall be reimbursed by GETCO to the contractor on production of proof for extension of MCE if the delay is attributed on the part of GETCO.**

The contractor shall deal directly and pursue the claim with the Insurance company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished submitted to engineer-in-charge of GETCO.

No material shall be issued to bidder/erection agency in absence of such insurance policy. The risk shall be covered for lifting of materials from store to final handing over to GETCO. Further in absence of the above insurance policy, R.A. bill payment will be withheld.

In the event of any damage, theft, loss, pilferage, fire etc, Contractor will be responsible to lodge, pursue and settle all the claims with the insurance company for all items, materials and the corporation shall be kept informed about it. Contractor shall replace the lost/damaged materials/items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the contractor and GETCO will not entertain any claim/representation in this regard. However it will be contractor's responsibility to insure the entire project till the line / sub-station or any other project / works is taken over by the GETCO

3.0 INSURANCE

- 3.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to

- deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 3.2 Any loss or damage to the material during handling, transportation, storage, erection, and all activities to be performed till the successful completion of commissioning of the line shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 3.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

4. **PENALTY FOR DELAY:-**

The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in completing job (Dismantling, Loading, Unloading, Transportation, Dragging, Erection, Testing & Commissioning) of 66KV Power Equipment beyond Contractual period stated as stipulated in sub order shall be subject to the penalty at the rate of ½ % the value of work executed after due date of completion per week plus Taxes (if any) as applicable on delayed portion with a ceiling of 10 % of the total sub order value plus Taxes (if any) as applicable of each sub order.

If it is found that the work is unsatisfactory or not progressing as per the program / BARCHART / Target period, any action taken by the GETCO, as may be deemed fit, to see that work is completed as required by the GETCO, would be at the risk and cost of the contractor..

Any delay causing extension of outages shall be contractor's responsibility and appropriate amount (in term of Rupees) as decided by Ex. Engineer (TR) Hadala, shall be recovered from Contractor's bill as a penalty

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

TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

- a. The contractor shall pay minimum prevailing rates per day or as may be specified hereafter or rates fixed under the minimum wages Act, whichever is higher. The wages or very contract labour employed by him under this contact shall be paid by him before the expiry of 7th day of the month in respective of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in the presence of management representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the representative of the GETCO. Any default will result in cancellation of contract forthwith or also the contractor shall be paid punishable to the extent of Rs.100/- fine per each day.

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

2) **Labour Laws**

- (N) Person below the age of 18 years shall not be employed for the work.
- (O) No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.
- (P) Contractor shall maintain a valid labor license under the contract labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.
- (Q) The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under :-
- (i) Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.
 - (ii) Payment of deposit in respect of each contract labour at the rate as per admissible with the office of commissioner of Labour as per the contract Labour (Regulation and abolition Act.).
 - (iii) License fee as prescribed under the contract labour (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.
 - (iv) Paid leave facility and wages as per the provision of the factories Act at the rate of one day for every 20 days of working.
 - (v) Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labour laws.
 - (vi) Payment of compensation in case of accidental injury.
 - (vii) Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

3) **Provident fund & Family pension Scheme:-**

The contractor shall submit along with his bill (month wise) a statement regarding deduction against employees provident fund and family pension scheme in respective of each concerned employee, provident fund and family pension scheme at the rate at admissible (or at the rate made applicable by the Government from time to time) of the wages. The contractor's contribution and his workers contribution towards provident fund and family pension scheme shall be deposited by the contractor with concern regional Provident Fund Commissioner office.

4) **Deposit Linked Insurance Scheme :-**

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

Linked insurance Scheme with concern regional Provident Fund Commissioner office.

(5) **Administrative Charges:-**

Administrative charges for maintaining provident fund A/C shall be deposited by the contractor with concern regional Provident Fund Commissioner office at the rates applicable.

(6) **Paid Leave Facility:-**

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

(7) **Workmen's compensation fund & Employer's Liability Insurance:-**

The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. Insurance shall be affected for the entire contractor's employee engaged in the performance of this contract. If any of the work is subject the contractor shall require the

- sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees are covered under the contractor's insurance.
- (8) The contractor shall employ adequate number of experienced staff at site for dial supervision and for maintenance of various register and records required under the law and contract No. payment for supervision shall be admissible.
- (9) **Contractor to Identify GETCO:-**
The contractor shall indemnify GETCO and every member officer and employees of GETCO also, Engineer-in-charge and his staff against all actions, proceeding, claims demands, costs and expenses which may be made against GETCO or Government for or in respective of performance of his obligation under the contract documents. The GETCO shall not liable for or in respective of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified the GETCO against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatever in respective thereof in relation thereto.
- (10) The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.
- (11) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.
- (12) The contractor will be required to produce a solvency certificate for an amount minimum of 20% of estimated cost of the tender and also to produce his Income-Tax clearance certificate.

GENERAL TECHNICAL CONDITION:

1. The erection work should be carried out according to the specification and as per instructions and programmed laid out by the Engineer in-charge of the work.
2. The contractor should employ as Supervisor with sufficient qualification and experience who can supervise the execution of work throughout. He should always be present on the site.
3. Cutting, bending, welding, brazing, wherever necessary is to be done by the contractor.
4. The contractor has to carry out all the works in accordance with revised and latest provision under I.E. Rules Act made there under and as per instruction of Engineer in charge.
5. Contractor has to co-ordinate E.I.C. for planning of outage and work schedule thereof, so as to complete all the planned work in outage. Contractor has to deploy adequate manpower accordingly.
6. In addition to the general of the construction particular, attention shall be paid to the final finish and every effort shall be made to have the entire work contented with standard of workmanship by the contractor.
7. **Electricity Rules:** -All the works shall be carried out in accordance with latest rules under Electricity Act.
8. **Testing:** - Complete installation shall be put to the necessary test as required and shall be got approved by Government Electrical Inspector.
9. **CONTRACTOR'S MATERIALS BROUGHT TO SITE**
 - a) The Contractor shall bring to Site all materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
 - b) After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

10. FIELD OFFICE RECORDS

The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The

Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

11. Contractor shall purchase all brought out items as per schedule-B with taking prior approval from **Executive Engineer (TR), GETCO, Morbi**. Any item without approval shall not be permitted and GETCO shall not be responsible for accept such items.

12. **DISCIPLINE OF WORKMEN**

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

13. **CONTRACTOR'S FIELD OPERATION**

- 1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

14. **PROGRESS REPORT**

The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site. The monthly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

15. **MAN-POWER REPORT**

The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

16. **Contract Quality assurance:**

The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases. At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be **mutually discussed and agreed and such agreed Programme shall form a part of the Contract.**

17. **REMOVAL/DISMANTALLING OF OLD LINE MATERIAL :**

- A. Before commencing the stringing work conductors, earth wire, insulators hard wares and conductor/earth wire accessories of old line shall be removed from the existing tower.
- B. In case of old D/C line above work including removal of earth wire is to be carried out in Hot line conditions i.e. one circuit on D/C towers in live conditions. The work is to be completed in given/arranged outage
- C. In case of old D/C line above work including removal of earth wire is to be carried out in Hot line conditions i.e. one circuit on D/C towers in live conditions. The work is to be completed in given/arranged outage
- D. Necessary tools and tackles shall be used for the safety of the erection crew as the work is to be carried out during hot line conditions.

- E. Necessary tools and tackles shall be used for the safety of the erection crew as the work is to be carried out during hot line conditions.
- F. Any damage that may occur to existing tower during stringing / dismantling work shall have to be made good by the contractor at no extra cost to the Board, including supply of towers or part thereof, their foundations including excavation, erection, earthing etc. required for safety and satisfactory performance of the line. All such activities are to be carried out at no extra cost to the Board and in a schedule completion period. No extension in completion period shall be allowed on such account.
- G. Dismantled / removed line material of old line shall be transported to contractors store by clearing the site and arranging their disposal at no extra cost to the Board
- H. For dismantling and stringing of earth wire of 66 kv D/C lines, practical difficulties if any shall be resolved at the time of execution of work.

SPECIAL TECHNICAL CONDITION:

- 1 All erection work is to be carried out as per the manual of OEM (Original equipment manufacturer), FQP, approved drawing, specification and instruction of E.I.C.
- 2 All erection work includes erection insurance to be arranged by the contractor at his cost.
- 3 All the required tools and tackles like compression jointing machine for conductor, earth wire, cutting machine, welding set, drill machine, etc are to be arranged by the contractor at his cost.
- 4
- 5 Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO
- 6 All work should be done according to ISO & FQP and all required documents including filled FQP, testing results, etc should be submitted while handing over the line.
- 7 The rate indicated includes taking delivery of all Board's stock at destination keeping them in safe custody and transporting the same to erection site
- 8 Contractor has to ensure safe shifting dragging erection of all equipments to comply with labour laws I.E. rules etc.
- 9 Earthing pit activities should be done in such a way in presence of GETCO supervisor that final earthing pit resistance should be record as per standard. All expenditure like sufficient watering to maintain earth resistance up to the mark should be born by contractor.
- 10 Contractor has to make arrangement for skill labours for assisting to commissioning engineer as an when require as per instruction of Engineer in charge.
- 11 After completion of project successful bidder has to submit all the records like Final as build check survey, profile, clearance, foundation register, soil classification record, stringing chart, material inventory sheet etc in hard and soft copy for handing over the project.
- 12 All items / materials shall be installed / erected in accordance with specified manuals /technical guide lines of the manufacturer and as per instruction of EIC.
- 13 Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO.
- 14 All work should be done according to ISO & FQP and all require documents including filled FQP, testing results, etc should be submitted while handing over the project.
- 15 Contractor has to submit the planning bar chart before starting the work in kickoff meeting.
- 16 Contractor has to complete all the work related to this title in stipulated outage period as per instruction of EIC

SCHEDULE -01

No deviation certificate

Sub:

Reference: Tender enquiry no.

Due on date: / / 2024

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

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

I / We, declare that our Technical Bid is strictly in line with the Tender specifications.

Further, I /We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

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

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

SCHEDULE - 02

Details of plant and equipment available on hand with the bidder for use on this work.

Name of the bidder: _____

Sr. No.	Name of Equipment	No. of Units	Kind & make	Capacity	Year of Mfg. & Condition	Present Location	Remarks
1	2	3	4	5	6	7	8

SCHEDULE – 03

Details of orders executed by the bidder of various Transmission lines.

Period: (During last FIVE Years.)

Sr. No.	Order No./Date	Description of work	Order Qty.	Order Amount
1	2	3	4	5

Name of Order placing authority	Completion date as per order	Date of commence - maint of work	Date of actual Completion of work
6	7	8	9

Note : Certificate for satisfactory work completion from competent authority of Board/ organization who placed the order should be invariably attached with this schedule.

SCHEDULE -04

Tender for Supply of _____

Tender No. 28/2024

Due On:

Firms Letter Head

Due On:

CERTIFICATE – “A”

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

Seal of the Firm

Place:

**Signature of the Tenderer
With Designation.**

Date:

SCHEDULE – 05

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

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

Ref: -Tender No 28/2024

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

I/We_____

Authorized signatory of M/s._____

and thereby certified that M/s. _____

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

Signature of tenderer

Seal of firm

SCHEDULE - 06

INTEGRITY PACT

Date:

OUR ENDEAVOUR

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

	<u>GETCO'S COMMITMENT</u>		<u>PARTY'S COMMITMENT</u>
o	To maintain the highest ethical standards in Business and professions.	o	Not to bring pressure recommendations From outside GETCO to influence its decision..
o	Ensure maximum transparency to the satisfaction of stakeholders.		Not to use intimidation, threat, inducement or pressure of any kind on GETCO OR ANY OF it's employees under any circumstances
o	Ensure to fulfill the terms of agreement/contract and to consider Objectively the view point of parties.	o	To be prompt and reasonable in fulfilling the Contract, agreement, legal obligations.
o	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 GETCO.
o	Ensure that no improper demand is made by employees or by anyone on our behalf.	o	Abide by the general discipline to be Maintained in our dealings.
o	To give maximum possible assistance to all the Vendors/ Suppliers/ Service Provider and other to enable them to complete the contract in time		To be true and honest in furnishing information.
o	To provide all information to suppliers /contractors relating to contract / job which facilitate him to complete the contract / job successfully in time.	o	Not to divulge any information, business details available during the course of business relationship to others without the written consent to GETCO.
o	Ensure minimum hurdles to vendors / suppliers / contractors in completion of agreement / contract / work order.	o	Not to enter into carter / syndicate /understanding whether formal / non formal so as to influence the price.

Seal & Signature
(GETCO's Authorized Signatory)
Name :
Designation:

Seal & Signature
(Party's Authorized Person)
Name :
Designation:

SCHEDULE-7

DECLARATION

Sub. : Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.

In connection with above subject, I / we confirm the following:

- a) I/ we, the undersigned, have read and understand the Tender Specification No. **28/2024** For Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division. Complete with the entire Tender Terms and Conditions.
- b) The price in the bid is firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declares that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized representative
of Company / Agency NAME: _____
STATUS: _____
Name of BIDDER

SAFETY CUM INDEMNITY BOND

(On Non-Judicial Stamp paper of value not less than Rs. 300.00)

KNOW ALL MEN BY THESE PRESENTS that we, _____ By this SAFETY CUM

INDEMNITY BOND Executed on this _____ Day of ____ 2024. I/We _____ Having Registered Office _____ (herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no. _____ Dated _____ made between _____ and _____ for the contract of the _____ value of Rs. _____ interalia on Production of Safety cum Indemnity Bond.

We do hereby undertake and agree to Indemnify and keep Indemnified GETCO from time to time to the extent of Rs. _____ Rupees _____ only against any losses or damages, costs, charges and expenses caused to or suffered by reason of the CONTRACTOR while Project, R&M, O&M work including work carried out by outsourcing agency, failing to take proper care or not complying the guidelines given hereunder as per Annexure-A and instructions which may be given from time to time during the continuance of the contract and we further undertake to unconditionally pay the amount claimed by the GETCO on demand and without demur to the extent aforesaid.

Whereas the CONTRACTOR has/have been awarded to execute the job/works under order no. _____, dated _____ for _____ issued by the GETCO after having observing necessary formalities, the details of which is described in the order no. _____ dated _____ and whereas the said job/works will be /likely to be done in places covered under Employees' State Insurance Act,1948 (ESI) and /or the Workmen Compensation Act,1923 and /or other laws relating to the Labour Management and Welfare Act. (Respective Amendments)

And whereas according to the condition of the Contract the CONTRACTOR is under obligation to execute this Safety cum Indemnity Bond before the commencement of actual execution of work

Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the guidelines as per Annexure-A prepared by the GETCO.

Further we the CONTRACTOR agree that the GETCO shall be sole judge of and as to whether there has been any breach of the guidelines as per Annexure-A of this bond and as to the extent of the loss, damages, costs, charges and expenses caused to or suffered by the GETCO.

We the CONTRACTOR further agree that our liability under this bond shall not be discharged because of the change in the constitution of the GETCO or for the extension of the time limit or for any other reason.

We the CONTRACTOR further agrees to the given terms and conditions:

- a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
- b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
- c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the

safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .

- d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.
- e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR.
- f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

Sr. No.	Amount of Contract in Rs.	Penalty amount
1	Up to ₹1 Lac	Rs.5000/- per incident plus GST as applicable
2	Above 1 Lac to ₹ 10 Lacs	Rs.40000/- per incident plus GST as applicable
3	10 to ₹ 100 Lacs	Rs.100,000/- per incident plus GST as applicable
4	> 100 Lacs	1.0 % of contract value per incident plus GST as applicable

- g. I/We the CONTRACTOR hereby confirm that in case of any dispute/difference for settlement of claims under this Safety Cum Indemnity bond the courts in Gujarat State wherever job/work is performed or as per GETCO norms shall have the jurisdiction to decide the rights & liabilities of the parties while adjudicating the matter of claims under this Safety Cum Indemnity Bond.
- h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the CONTRACTOR's application after the Contractor has discharged all his obligations under the order mentioned hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).
- i. This Safety cum Indemnity Bond and the guidelines as per Annexure-A herein contained are in addition to And not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the GETCO by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

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

INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS that we, Messer's _____
_____ (hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of A/T No. _____ dated _____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of S/S / line) _____ and / or if any of the said materials, when inspected by any officer authorized by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnify and at all times keep indemnified the GETCO against all loss, damage and deterioration to the any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.

AND WHEREAS the contractors do hereby agree to be responsible for the safe custody and protection and preservation of the said materials against all risks (excluding war risks) and against loss, damage and deterioration of whatsoever nature in respect of the said materials while it remains in the custody and possession of the contractor.

AND WHEREAS the said materials shall at all times be open for inspection by any officer authorized by the GETCO

Now the conditions of the above written bond are such that the contractor shall pay the full amount forthwith to the GETCO in the event of loss, damage or deterioration or whatsoever except due to circumstances arising out of war in respect of the materials supplied by the GETCO and shall fully and effectually indemnify and keep indemnified to the GETCO against such loss, damage and deterioration.

The contractor shall keep the said materials open at all times for inspection by the officers authorized by the GETCO and produce at anytime when demanded.

THE WITNESS WHERE OF: We the

Said M/S _____

(Signature of contractor)

(Seal of Firm)

hereto signed at _____

this day _____

In the presence of

1. _____ Name _____

_____ address _____

(Signature)

2. _____ Name _____

_____ address _____

(Signature)

PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at NAVSARI the _____ day of _____ in the Christian Year Two thousand twenty four between M/s. _____ (address of office) _____ (hereinafter referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the ONE PART and the Gujarat Energy Transmission Corporation Ltd, having their Head office at Vidyut Bhavan, Race Course, Baroda 390 007 (hereinafter called "The GETCO" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid GETCO has accepted the tender of the aforesaid contractors for

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

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

NOW THIS AGREEMENT WITNESSESS AND IT IS HEREBY AGREED AND DECLARED THAT.

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

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

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and contractor's offer opened on dated ____/____/2024
2. GETCO order No. _____ Dtd. ____ / ____ / 2024
3. Contractor's acceptance of order vide letter no. _____.
4. Contractor's Partnership Deed Dtd. _____.

5. Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.
In witness whereof the parties here to have set their hands and seals this day and month, year first above written.

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

For and behalf of M/s. _____

(Signature)

Address: _____

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

i) _____

(Signature)

ii) _____

(Signature)

- 2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

For and on behalf of Gujarat Energy Transmission Corporation Ltd., CO Navsari

In the presence of name, Full address and Signature:

(1) _____

(2) _____

A/T ACCEPTANCE LETTER:-

(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,

The Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Ltd,

Power House Compound,

Station Plot

Navsari – 360 311

Sub: _____

Reference Order Number: - _____

We hereby acknowledge, agree and accept your A/T under reference above with terms and conditions mentioned therein.

(Signature)

Designation _____

NON JUDICIAL STAMP PAPER OF RS. 300/- (Stamp Paper Validity Six months)

FORM OF BANKER'S UNDERTAKING

**[For Execution of Contract and Performance Guarantee (PG) for Warranty period
as per Commercial Terms and Conditions of Tender]**

To,

The Superintending Engineer (TR)

BG. No.

Gujarat Energy Transmission Corporation Ltd,

Issue Date

Circle office,

Expiry Date

Navsari.

Amount

In consideration of the [Insert name of the Supplier / Contractor / Agency, Address] who have entered into a contract for the supply/works specified below:

LOA / A.T. No. _____ dated _____ with Gujarat Energy Transmission Corporation Limited (herein after referred to as GETCO), We [Insert name and address of the bank issuing the guarantee and address of the Registered office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the GETCO at Circle office, Navsari forthwith on demand in writing from the GETCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees only [Insert the amount of the bank guarantee].

This Bank Guarantee shall be valid and binding on the Guarantor Bank up to _____ with a right to seek encashment for a period up to 30 days from the said Date (Date of Expiry of BG) and shall in no event be terminable by notice or any change in the constitution of the Bank or the term of the Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees... (Rs. only). Our Guarantee shall remain in force until [Insert Date of Expiry of BG]. The GETCO shall be entitled to invoke this Guarantee any time up to thirty (30) days of the last date of the validity of this Guarantee i.e. _____ [Date of Expiry of BG + 30 days] by issuance of a written demand to invoke this guarantee.

The BANK GUARANTEE can also be presented at the _____ [hereinafter referred to as Local Branch at Navsari] of the _____ (Issuing Bank of BG) for its Invocation.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the GETCO, made in any format, raised at the above mentioned address or local branch at Navsari of the Guarantor Bank, in order to make the said payment to the GETCO at Navsari.

The Guarantor Bank shall make payment hereunder on first demand without demur and without raising any restriction or conditions and notwithstanding any objection by, [Insert name of Contractor/Supplier/Agency] and/or any other person.

The Guarantor Bank shall not require the GETCO to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the GETCO in respect of any payment made hereunder.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the GETCO shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the _____(Name of party) to make any claim against or any demand on the _____(Name of party) or to give any notice to the _____(Name of party) or to enforce any security held by GETCO or to exercise, levy or enforce any distress, diligence or other process against _____(Name of party)

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Navsari shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

The Guarantor Bank hereby agrees and acknowledges that the GETCO shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Any Demand made by GETCO on the Guarantor Bank or its Local Branch at Navsari shall be conclusive and binding notwithstanding any difference between GETCO and _____[Name of Supplier/Contractor/Agency] or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rupees. only) and it shall remain in force until[Insert date of validity of BG], with an additional claim period of thirty (30) days of the last date of the validity of this Guarantee i.e. _____ [Date of Expiry of BG + 30 days]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the GETCO serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Name and Address.

2.

Signature(s) of

Name and Address

Constituted Attorney with POA No. and
round seal of Bank OR

Signature of Two Bank Officials with their
sign, sign code nos. & round seal of Bank

GETCO



TRANSMISSION CIRCLE, NAVSARI

TENDER NO: TCNS/TR/ET-21/2026-27

Subject: Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.

Labour cost: ₹. 5,31,000.00

Tender fee: ₹. 590.00 (with GST 18%)

EMD – ₹. 5,310.00

Time limit- 24 Months

(PRICE BID)

(To be submitted online only)

SCHEDULE B-1 (Labour charges)

Sub: Bi - Annual rate contract for loading/unloading, material shifting by crane during routine work, emergency maintenance, R&M work, etc at various substation as and when required on call basis under Vav & Vyara AM division.

Sr. No	Description	Qty.	Unit	Rate in Rs. Per Hour.	Total Amount in (Rs)
1	Hiring of crane for routine/ emergency maintenance, loading/unloading, material shifting, excavation at various substation under Vav & Vyara AM division	300	Per Hr	1500	4,50,000.00
Sub Total Rs.					450000.00
GST @18%					81000.00
Total Rs.					5,31,000.00
Total Rs. Five Lakh Thirty – One thousand Only					
Superintending Engineer Navsari					

Note: GST and welfare cess shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.

I/We am/are willing to carry out above work at _____% above/below the estimated cost (as per final schedule), hence amount will be Rs. _____(Amount in words _____).

We agree with all the terms and conditions of GETCO as mentioned in this tender.