



Gujarat Energy Transmission Corporation Limited

ગુજરાત ઊર્જા પરિવહન કોર્પોરેશન લિમિટેડ – Government of Gujarat Undertaking

Circle Office, P.O. Dabhan, Nadiad

District: Kheda, Gujarat, Pin – 387 320.

Email: nadiadtr@gebmail.com // setrnadiad.getco@gebmail.com

Corporate Identity No. U40100GJ1999SGCO36018

NAME OF WORK: Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle..

Tender Notice No. NTC/CM-2/JUL-2026/151

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Technical Bid

Tender Notice No. NTC/CM-2/JUL-2026/151

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Sealed percentage rate tenders are invited in **Two separate sealed covers** Super scribed **Technical bid** and **Price bid** from Registered Contractors in appropriate class with GEB/GETCO/Central/State Government/ Railway/Semi. Govt. and who has executed works successfully as mentioned in Qualification requirement criteria given in the tender document.

Tenderer should down load the tender documents from the Web site www.getcogujarat.com and submit the same as per instructions therein only by RPAD/Speed post.

**The Superintending Engineer (TR),
Gujarat Energy Transmission Corporation Limited,
Circle Office, Dabhan Road,
Nadiad -387 320.Dist: Kheda State: Gujarat**

Tender Notice No.	Name of Work	Estimated Cost in Rs. (including GST)	EMD	Tender Fee in Rs. (non-refundable)	Time Limit
NTC/CM-2/ Jul-2026/151	Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle.	9,70,628.66	9710.00	590.00 (500.00+ 90.00- GST 18%)	01 Month
	Minimum experience of execution of work worth Rs. (in lacs)			As mentioned in tender	
	Minimum required Class of registration:			As mentioned in tender	
	Last date of submission of the tender: <u>(Only by RPAD/Speed Post)</u> (Receipt of technical and price bids during working hrs. up to 15:00 hrs. of last date mentioned)		11.08.2026		15:00
	Date of opening of the tender (technical bid) :		11.08.2026	16:00	If possible
	Validity of tender :		180 days from the date of opening of technical bid.		

Bidders are requested to remain in touch with our Web site (www.guvnl.com and www.getcogujarat.com) for extension in date, corrigendum etc. for the above tender till opening of technical bid,

No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.

The tenders are to be submitted by the intending bidders with forwarding letter on their letter head showing list of documents attached with the tender duly signed by Authorized Person of

their firm, affixing stamp of their firm, in single envelop with two separate sealed and super scribed envelopes as listed below:

Envelope No.1: Technical bid and Pre-Qualification bid data, details specification.

Envelope No.2: Price Bid.

Technical and pre-qualification bid details specification (envelope No.1) will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

Price bids (Envelope No.2) of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for further commercial evaluation.

The Earnest Money Deposit and tender fee will be accepted by Demand Draft on any Nationalized Bank only situated at "NADIAD", drawn in favor of "**GUJARAT ENERGY TRANSMISSION CORPORATION LTD.**" Tender without EMD and tender fee shall be rejected. Two separate demand drafts for Tender fee and EMD should be submitted with technical bid. The Corporation reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

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.

Superintending Engineer
Transmission Circle
GETCO Nadiad

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 two years from the due date of tender								
Sr. No.	Name of s/s	Order reference no. & Date	Order value	Nos. of sub-stations/feeder bays	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			

Qualification requirement

(List of documents to be submitted with technical bid)

Sr. no.	Qualifying Requirements
1.	<u>Technical Criteria:</u> <i>The bidder shall possess a valid Electrical Contractor License. This requirement shall not apply if the bidder is an Original Equipment Manufacturer (OEM) of the Partial discharge Analyzer proposed for deployment under the scope of work.</i>
2.	<u>Experience: -</u> ■ <i>If the bidder is an OEM or an Authorized Channel Partner of the OEM of the PD Analyzer, the bidder shall submit a satisfactory performance certificate for the same make and model of device proposed to be deployed, issued by any Government / Private Transmission Utility.</i> ■ <i>If the bidder is neither an OEM nor an Authorized Channel Partner of the OEM, the bidder shall have successfully executed similar nature of work in any Government / Private Transmission Utility during the last five (5) years.</i>
3.	<u>Financial Criteria:</u> 1. Payment of Tender fee and EMD by RTGS/NEFT (From bidders account only) 2. Copy of active GST Registration. 3. Copy of PAN Card 4. Details of partners/ Directors of the Firm/Company. Partnership Deed if applicable. 5. Copy of Notarized Power of Attorney as the case may be. 6. Copy of MSME Registration Certificate (If Applicable) 7. Last Three Year ITR 8. Undertaking of in respect of reference to NCLT under Insolvency & Bankruptcy code. The Undertaking is to be furnished along with technical bid as per the attached Format.[FF]. 9. Undertaking of Conflict of Interest 10. Undertaking of Relation with Employee

❖ GETCO Beneficiary Bank detail is as under:

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	02900200000624
3	Name of Bank	Bank of Baroda
4	Address of Bank	Main Branch, Basudiwala Tarrace, Santram Road, Nadiad
5	IFSC Code	BARB0NADIAD
6	PAN No	AABCG4029R
7	TAN No	BRDG01028G
8	GST No	24AABCG4029R2ZC

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 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 the proposal shall be on the basis of a single Bidder's responsibility for a particular line completely covering **"Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle."**
3. specified under the accompanying Technical Specifications. It will include among others as specified therein the following. a) Detailed Engineering. b) Insurance, Dismantling, Re-Stringing , mechanical strengthening of line. 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. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
6. 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.
7. The quantity mentioned in price bid is tentative and may vary in actual work order.

■ The Scope of Work shall be as under:-

Element/Feeder Name for PD measurement: (per cable) Total : 33 Cable- Testing pf each line

1. 66kv Charal- Micron -1 : 3 Cable
2. 66kV Charal- Micron-2: 3 Cable
3. 66kV Charal- Micron-3: 3 Cable
4. 66kv Charal- Sanand- II ckt- 1 : 3 Cable
5. 66kv Charal- Sanand- II ckt- 2 : 3 Cable
6. 66kV Charal- Bol-II ckt-1 : 3 Cable
7. 66kV Charal- Bol-II ckt-2 : 3 Cable
8. 66kV Charal- Hirapur line ; 3 Cable
9. 66kv Bol-2 to Bol-1 line: 3 Cable
10. 66kv Sanand-2 to Bol 1 line : 3Cable
11. 66kV Hirapur to Sanand -2 line : 3 Cable

Scope of Work:-

Following electrical quantities are required to measure (with online PD detector measurement Kit and PD Analyzer Instrument- range of 300Mhz – 1.5GHz for UHF and for HFCT sensor 3Mhz-50MHz) –

1) PD Testing for cable joints as per IEC 62478: 2016 and BIS 16803: 2018.

2) Perform on UG cable Each Phase- R-Y-B Phase

3) Identification and localization of PD sources occurring in:

- Cable joints
- Terminations
- Sealing ends
- Link boxes (where applicable)

4) PD Measurement and data acquisition.

5) Analysis of, PD patterns, PD magnitude(mV/db), pulse repetition rate phase-resolved PD and trends.

6) Internal discharge, surface discharge, Corona discharge, External Noise.

7). PD reports including: Test setup , sensor locations, PRPD Patterns and time domain plots, PD severity classification, Root cause Analysis, Recommendations/suggestions

8) Suggest Corrective actions if require.

10) Testing Work carried out under supervision of GETCO Engineer.

Technical Requirement:

1. Measurement shall be carried out within the period of 1 Month.
2. PD Report shall be submitted as per IEC 62478: 2016 and BIS 16803: 2018.
3. Raw data , files of testing shall be shared to GETCO.

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/- plus GST as applicable
2	Above1 Lac to → 10 Lacs	Rs.25000/- plus GST as applicable
3	10 to --→ 100 Lacs	Rs.100,000/- plus GST as applicable
4	> 100 Lacs	1.0 % of contract value 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)

Seal & Signature of Bidder

- (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)
- 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.
- 4. All the guidelines/instructions/circulars issued by Government / GUVNL/GETCO time to time regarding precautions to be taken while working at site due to COVID-19 Pandemic to be strictly followed.

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;
 - a. 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.
 - b. 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.
 - c. Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
 - d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - e. 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.

- | | | |
|---------------------------------------|--------------------|--|
| a. Fatal injury or accident | Rs. 1,00,000/- per | These are applicable injury to any person, |
| Causing death | person for death/ | |
| b. Major injuries or accident causing | Rs. 20,000/- | |
| 25% or more permanent disablement | per 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 bare conductors / Bus bar.	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 work must be carried out by certified	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 power line crossing.

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. - Transformer 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., Nadiad hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **“: Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle..”** 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. **Definition of Terms :**
 - 3.1 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.

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

4 Contractor's Default :

- 4.1 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, owner 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.

5. Earnest Money Deposit :

- 5.1 Bidders are requested to pay an earnest money deposit (As per GUVNL Purchase Policy 2016) by demand draft only on any Nationalized Bank at Nadiad for the amount as specified in the tender notice. Payment of EMD in form of Cheque or any other form shall not be accepted.
- 5.2 The EMD shall be submitted along with submission of Technical bid only.
- 5.3 Tenders not accompanied by EMD shall be rejected.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- ~~5.8 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 intermediaries.~~
- 5.9 The Certificates should indicate the manufacture of items offered.
- 5.10 Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
- 5.11 Participant not covered under these categories mentioned at Clause No.2.8 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.

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:

- 8.1 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.
- 8.2 In the case of any inconsistency in the prices furnished in the specified price 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.
- 8.3 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.

8.4 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 on receipt 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/EMD on permanent basis:

i. All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD /EMD for the period up to March, 2027 Or the issuance of new Government Resolution on the same subject whichever is earlier. The validity cut – off date in GR is with respect to date of issue of Bank Guarantee is irrespective of date of termination of Bank Guarantee.

No.	Bank Name	No.	Bank Name
1	Axis Bank	23	South Indian Bank
2	A U Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnadu Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	YES Bank
6	DBS Bank India Limited	28	Ahmedabad Mercantile Co. Operative Bank Limited
7	DCB Bank	29	Nutan Nagrik Sahakari Bank Limited
8	Dhanlaxmi Bank	30	Rajkot Nagrik Sahkari Bank Limited
9	Equitas Small Finance Bank	31	Saraswat Co-operative Bank
10	Federal bank	32	SBPP Co-operative Bank
11	HDFC Bank	33	SVC Co-operative Bank
12	HSBC Bank	34	The Cosmo Co-Op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-Operative Bank
14	IDBI Bank	36	The Surat District Co-Operative Bank
15	IDFC First Bank	37	The Surat People's Co-Op. Bank Ltd
16	IndusInd Bank	38	The Baroda Central Co-operative Bank
17	Jammu and Kashmir Bank	39	The Panchmahal District Co-Operative Bank
18	Jana Small Finance Bank	40	The Kalupur Commercial Co-Op. Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-operative Bank
20	Karur Vysya Bank	42	The Banaskantha Mercantile Co-op. Bank
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

The security deposit will be refunded only after the completion of guarantee period of **12 month** of work done or finalization of final bill whichever is later. **(FDR will not be accepted).**

11 **Contract Period :-** The time allowed for completion the work is **01 Month.** from the date of the commencement of the work, failing which the penalty $\frac{1}{2}\%$ per week plus GST as applicable or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% plus GST as applicable of the total contract value will be imposed.

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 **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

“GST may be paid along with the RA Bills and you have to submit the CA Certificate and Undertaking signed by authorised signatory of the contractor along with the last RA bill / final bill to ensure that GST charged and collected from GETCO is paid to Government treasury and the accurate & correct details of invoices are also uploaded on the GST portal within the stipulated time. The Copy of CA Certificate and Undertaking is attached herewith.

However, final bill shall be paid and SD / BG shall be released only if the contractor has duly discharged its GST liability related to the said contract and submit necessary documentary evidences as mentioned above.

In case, Contractor fails to submit the above mentioned documentary evidences, the GST shall be recovered along with Interest @ 18.00 % from the payable amount of the contractor for said contract or any other contract

14 STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY. Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST

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.

15 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.

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

15.1.2 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. **WORKER'S 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.**
9. **GST & welfare tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.**
10. The contractor will have to give indemnity bond on Non-judicial Stamp paper of value **Rs. 300/-** to GETCO for material as per attached format. **The cost of stamp paper will be borne by the contractor.**
11. **The contractor will have to give safety cum indemnity 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 born by the contractor.**
12. ***Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Transmission Circle office Nadiad before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.***
13. **Guarantee:** - It is the responsibility of the contractor to handover the complete work free of all defects. If within seven days from the date of receipt of such notice, the contractor does not take up the work, same will be carried out at his risk and cost.
16. 10% retention money will be deducted from each R.A. Bills against material issued to contractor.
17. 10% amount of bill 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 plus GST as applicable if any.
18. 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.
19. 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.
20. 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 SE (TR) Nadiad
21. 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.
22. GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
23. No part rate or reduced rate shall be allowed in final bill.
24. 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.

25. 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.
26. 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.
27. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
28. 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.
29. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.
30. *No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.*
31. *GETCO will not pay any idle charge for any site conditions or any circumstances.*
32. In case of any dispute/ doubt, the decision of SE (TR) Nadiad shall be unchallengeable, final and binding to the contractor.
33. The contractor has to remain in close day to day contact with Engineer in charge of work i.e. **DE/JE of concern s/s** who will issue detailed instruction for the commencement of the work.
34. 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.
35. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
36. 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.
37. 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.
38. 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.
39. 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, Nadiad will be final and unchallengeable.
40. 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 Superintending Engineer shall be binding on the contractor.
41. After completion of the work, all the surplus materials issued by the GETCO and dismantled materials shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
42. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
43. 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.

44. 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.
45. 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.
46. 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 as applicable.
47. No subcontractor, Power of Attorney shall be allowed without prior approval of competent authority.
48. 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 actions. 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.
49. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
50. 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.
51. 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.
52. 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.
53. 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, Nadiad** 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.
54. 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.
55. The contractor will be responsible for the loss, distribution or 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.
56. 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.
57. 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.
58. **Delivery of Material:** -All material/ equipment required for this work as per schedule shall be delivered at any store centers of Nadiad(TR) circle jurisdiction and contractor has to take delivery from these stores at his own cost only. **All Tools and Plans, machinery and Safety articles etc. required for this work execution as per schedule shall be arranged by contractor.**

59. 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.
60. **Billing and Payment Terms**
You should upload the original Invoice & relevant documents which are digitally signed by Vendors / Suppliers/Contractors on Vendor Management System (VMS) Portal, www.vms.guvnl.com. The supporting documents duly signed, stamped and scanned are required to be uploaded. The VMS portal also provides 'real time' tracking of invoice status, to monitor the process of submissions and to receive timely updates
- The contractor shall have to submit the RA bill of order to the concerned Deputy/Junior Engineer of sub-division of concerned division for payment once in a month period.
 - 90% payment of amount claimed covering various activities such as excavation, foundation, erection, earthing, stringing of bus bar and earth wire including insulator hoisting works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.
 - 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.
 - If net payable amount is more than Rs 10.0 Lacs, payment will be released from circle office/corporate office. The payment will be made by RTGS/NIFT only
 - The payment will be released within 60 days. However, in case of any delay due to any eventuality no interest charges shall be paid. The payment will be made by RTGS/NIFT only
 - All the bills in accordance with the above clauses must be submitted with the following information:
 - Item wise work done during billing period.
 - Item wise cumulative work done.
 - Account for material consumed and balance stock.
 - 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:

- 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).
- 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 –**

- The day of actual delivery of goods or the rendering of services; or
- 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;

61. 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.

62. Old materials dismantled from line should be transported & credited as per instruction of EIC on same day to avoid loss or theft from site. Contractor will be responsible if old materials not transported to the place instructed by EIC on same day of dismantling.

63. Contractor will remain responsible to damage, loss or theft & old or new materials after it was issued & till old dismantled material is not credited to S/S specified
64. Maximum 5% Broken / Damage of **OLD** insulators are to be allowable during transportation / Loading / Unloading, If more than 5% of Broken of Insulators, the Amount of new insulator will be recoverable from your bill.
65. 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.
66. The erection work beyond contractual ceiling amount shall be done only after approval from the GETCO authority.

67. 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

68. 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.

69. 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.

70. 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 tribunalact,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 provision 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.

SPECIAL COMMERCIAL CONDITION FOR TENDERER: -

1. TAKING DELIVERY 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 Line or S/S materials, which are required to complete the Line or S/S, 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 the line or S/S 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 of the line or S/S 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.

- 2.2 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.

2.3 The estimated cost of s/s material is Rs. Nil

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.

3.4 **PENALTY FOR DELAY:-**

The bidder should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond contractual cutoff date stated as per stipulated delivery period shall be subject to *the penalty ½% per week plus GST as applicable or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value plus GST as applicable will be imposed*

*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, MGVL, DGVCL, PGVL, 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 contract shall be paid by him before the expiry of 7th day of the month in respect 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

- (A) Person below the age of 18 years shall not be employed for the work.
- (B) No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.
- (C) 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.
- (D) 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 $\frac{1}{2}$ % 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. Boarding/lodging and transportation are to be arranged by agency.
2. PD analyser/meter- (IEC 62478: 2016 and BIS 16803: 2018 compliant) shall be used for measurement.
3. All the data transfer and storage must be secured to ensure data integrity.
4. It will be ensured that there should not be any interruption or delay in work execution due to defective/inadequate measuring instruments or skill of technician.
5. Work has to be commenced in 7 days of receiving order/LOI and successful bidder has to submit report complying with Standards to Corp. Office GETCO and one copy to field office along with calibration certificates of measurement instruments used.
6. Report will have analytical description of PD assessment and will be in compliance to relevant IEEE / IEC international standards for PQ measurement.
7. Submission of data, results and reports to respective GETCO field office and Corp. Office.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.**

16. Relationship with employee:

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

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

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

27. Conflict of Interest among Bidders / Agents

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

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/ foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have

Seal & Signature of Bidder

conflict of interest with other bidders, as above.

48.0 ARBITRATION

FOR WORKS CONTRACTS & COMPOSITE CONTRACTS

(1) Amicable Settlement

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

(2) Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, 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."

49.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-a-vis the works executed, for reconciliation of accounts with the Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed & finalized with the Owner before the award of Contract.

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:

Seal & Signature of Bidder

- 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/- plus GST as applicable
2	Above1 Lac to 10 Lacs	Rs.40000/- plus GST as applicable
3	10 to 100 Lacs	Rs.100,000/- plus GST as applicable
4	> 100 Lacs	1.0 % of contract value 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.

Seal & Signature of Bidder

(Signature with seal of The CONTRACTOR)

In the presence of:

- 1.
- 2.

PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at BARODA 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 plus GST as applicable 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:

Seal & Signature of Bidder

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.,

In the presence of name, Full address and Signature:

(1) _____

(2) _____

(ON STAMP PAPER OF RS 300/-)

FORM OF BANKER'S UNDERTAKING

(Combined Performance Guarantee (PBG) towards Execution/supply Period and

Guarantee/Warranty Period as per commercial terms and conditions of Tender

We _____ (Name of the Bank and Address of the Branch Giving the Bank Guarantee) having our registered office at _____ Address of Bank registered office) here by Give this Bank Guarantee NO _____ date _____ and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the Beneficiary Company _____ (Name of Gujarat Urja Vikas Nigam Ltd/ subsidiary Company) or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____ (Amount of combined Performant Guarantees towards Execution / supply Period and Guarantee/ Warranty period (Rupees _____ (in words) to the said _____ (GUVNL/ subsidiary Company) on behalf of M/s _____ who have entered into a contract for the supply/ works specified below.

L.O.A. No. _____ dated _____

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

Notwithstanding anything contrary contained in any law for the time being in force or banking practice this Guarantee shall not be assignable transferable by the Beneficiary (i.e GUVNL or Subsidiaries). Notice or invocation by any person such as assignee transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained herein before. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) our Guarantee shall remain in force Until _____ Date of validity of the Bank Guarantee **- Expiry Date**). Unless demands or claims under this Bank Guarantee are made to Us in writing on or before _____ (**Claim Date i.e. Expiry Date + one month**), all rights or the Beneficiary Under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there Under.

Place

Date

Please Mention here Complete Postal Address of the Bank with Branch Code Telephone, mobile and E-mail Nos.	Signature of the Bank's Authorized Signatory with Official Round Seal
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Annexure-1

I/We,

_____ properietor/partner/director of
_____ aged about _____ years and
residing at _____ and
having registered office at _____ do hereby solemnly
affirm and state on oath as under:

I/We say that

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 building & other construction workers' welfare Cess Act, 1996.

So the provisions of building & other construction workers' welfare Cess Act, 1996 is not applicable to me/us.

Am/are liable for any financial or non-financial implication arises on me/us or/and on GETCO due to:

1. Any non-compliance of provisions of building & other construction workers' welfare Cess Act, 1996 by me/us and

2. False declaration in respect of serial no.1

The above mentioned facts are true and correct to the best of my knowledge, information and belief.

Hence solemnly affirmed on this _____ day of _____ month _____ at _____ place

Seal & Signature of the

contractor

Place:

Date:

Annexure-2

(On the letter head of the firm/company and with labour department acknowledgement)

(This letter is to be sent by contractor to the labour department and must having stamp and acknowledgement of labour department)

I/We have been awarded work of _____ vide order no. _____ Dtd. _____ of Rs. _____ by office of _____, Gujarat Energy Transmission Corporation Limited having. It is to state that the establishment had not employed on any day of the preceding twelve months, ten or more building workers in any building or other construction work. So the provisions of building & other construction workers' welfare Cess Act, 1996 is not applicable to the establishment.

Seal & Signature of the contractor

Place:

Date:

Seal & Signature of Bidder

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,

Nadiad

Sub: _____

Reference Order Number: - _____

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

(Signature)

Designation _____

Annexure-14

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

Sub: Undertaking in regard to Stop Deal/Banned for Business dealing/Black list thereof.
Ref: Tender No. _____

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

I/We

_____ authorized
signatory _____ of _____ M/s.
_____ here by certify that
M/s. _____ and _____ their
proprietor/any partner/any directors of the firm is not stop deal and/or banned for
business dealing and/or black listed by GUVNL and/or their any subsidiary company viz.
GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

Seal of the firm

Signature of the tenderer

(On the letter pad of the company)

Date:

Declaration Of Conflict On Interest

To,
The Superintending Engineer (AM)
Gujarat Energy Transmission Corporation Ltd,
Circle office,
Nadiad .

Ref: Tender No _____

Name of Tender _____

With reference to above your tender Notice No.....

For the work of.....

We do not have any conflict of interest with any other bidder who has submitted the bid in this tender.

Yours Faithfully,

DECLARATION FOR RELATIONSHIP WITH EMPLOYEE

(ON TENDERER'S FIRM LETTER PAD)

Date: _____

Ref: Tender No. _____

Name of Work: _____

I/We _____ **S/o or D/o of Shri**
_____ **are the authorized signatory of**
_____ **(Name of tenderer's firm) hereby declares that the**
interest (i.e. shareholding in company and share in partnership firm) of no employee of GUVNL
or its subsidiary companies i.e. GETCO, GSECL, PGVCL, DGVCL, UGVCL or MGVCCL or his / her
relative as defined in Section 2(77) of the Company's Act 2013 is 10% or more in our company /
partnership firm.

In case at any stage, it is found that the information given by me is false/incorrect, GETCO has the absolute right to take any action as deemed fit without any prior intimation to our company / partnership firm. Non disclosure of such facts would immediately disqualify the tenderer for further dealing with GETCO.

Seal & Signature of the tenderer

Application for refund of EMD
(This Performa should be submitted by party
on letter Pad along with Tech. Bid)

To,
The Superintending Engineer
Transmission Circle,
GETCO, Nadiad

Date:

Sub: - Application for refund of EMD

Respected Sir,

I request your good self to refund my EMD for the tender mentioned below as soon as the price bids are opened and if I/We am/are not the L1 for the same The details are asunder...

Sr. No.	Description	Detail to be submitted by party.
1	Tender No.	NTC/CM-2/JUL-2026/151
2	Tender ID	
3	Name of Work/Subject	Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle.
4	EMD Amount	
5	EMD DD No., Date of EMD & Name of Bank	
6	Name of Bidder	
7	Contact No.	
8	E-mail address	

**Thanking you,
Faithfully yours,**

(Name & Seal of Bidder)

(This Performa should be submitted by party
on letter Pad along with Tech. Bid for RTGS)
Ignore if already submitted to concern office

To,
The Superintending Engineer (TR),
Gujarat Energy Transmission Corporation Limited,
Circle Office, Dabhan Road,
Nadiad -387 320.Dist: Kheda State: Gujarat

Sub:- Submission of detail regarding payments of our bills through RTGS/NEFT.

Dear Sir,

Reference to subject cited above, the details of our Bank Account for payment of ours bills through RTGS/NEFT are as under.

Sr. No.	Particulars	
1	Name of Party / Firm	
2	Name of Bank	
3	Account Number	
4	Type of Account	
5	Branch name & Address	
6	Contact No. of Branch	
7	IFSC No.	
8	e-mail ID & cancelled Cheque (Original)	

You are requested to do payment of bills through RTGS / NEFT.

Thanking you,

Yours Faithfully,

Undertaking

Subject :- Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle.

Tender No. NTC/CM-2/JULY-2026/151

In connection with above subject, I / We confirm that our firm is not declared in NCLT under Insolvency & Bankruptcy Code. Further, I / We also agree that, if any found NCLT under Insolvency & Bankruptcy Code, the offer shall be out rightly rejected without assigning any reason thereof.

(Seal, Sign & Name of Authorized Signatory of Bidder

Element/Feeder Name for PD measurement:

1. 66kv Charal- Micron -1 : 3 Cable
2. 66kV Charal- Micron-2: 3 Cable
3. 66kV Charal- Micron-3: 3 Cable
4. 66kv Charal- Sanand- II ckt- 1 : 3 Cable
5. 66kv Charal- Sanand- II ckt- 2 : 3 Cable
6. 66kV Charal- Bol-II ckt-1 : 3 Cable
7. 66kV Charal- Bol-II ckt-2 : 3 Cable
8. 66kV Charal- Hirapur line ; 3 Cable
9. 66kv Bol-2 to Bol-1 line: 3 Cable
10. 66kv Sanand-2 to Bol 1 line : 3Cable
11. 66kV Hirapur to Sanand -2 line : 3 Cable

Special Notes :

Note:-. THE QTY AND LOCATIONS IS TENTATIVE IT MAY BE VARY AS PER SITE SITUATION AS PER INSTRUCTION OF CONCERN EE AM /SE NADIAD.

Price-Bid

(Submit in separate sealed envelope with Tech Bid only)

Tender No: NTC/CM-2/Jul-2026/151

Name of Work : Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle.

Schedule-B

Name of Work: Work of carrying out PD Measurement of 66kV UG cable network under 400kV Charal SS - under Narol AM Division under Nadiad circle.

Sr. No.	Description	Qty.	Rate in Rs	Unit	Amount in Rs.
1	PD Measurement of 66kV UG Cable Network.	33	22833.33	KM	753500.00
2	Mobilization Charges	4	17266.66	KM	69066.66
3	Sub-Total Amount in Rs.				822566.66
4	GST @ 18.00 %				148062.00
5	Total Amount in Rs.				970628.66
	In words Rs. Rupees Ninety Lakh Seventy Thousand Six Hundred Twenty Eight Rupees and Sixty Six paisa Only.				

GST tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.

CERTIFICATE

I/we am/are ready to carry out the above work% above/below, (In word % above/below) of schedule rate of GETCO **mentioned in above schedule B Sr No.5**

Hence Amount will be Rs. _____, In words Rs.

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

(With rubber stamp/seal of the company) **SIGNATURE OF CONTRACTOR**