
	Gujarat Energy Transmission Corporation Limited		
	Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006		
	CIN U40100GJ1999SGC036018	An ISO 9001:2015 Certified Company	
Tel. (0288) 2551229 Fax: (0288) 2554403		E-mail: setrjmn.getco@gmail.com	

Tender notice no. :TCJ/26-27/20

Date:-22.06.2025

SE (TR), Jamnagar invites “On line Tenders” (e-tendering) for the **Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle..** Tender Papers & Specifications may be down loaded from Web site <https://getco.nprocure.com> (**For view, down load and online submission**) and GUVNL/GETCO web site www.gseb.com & [www. Getcogujarat.com](http://www.Getcogujarat.com) (For View & down load and only). **All tender documents are to be uploaded through online only (mandatory)** (બધા ટેન્ડર ડોક્યુમેન્ટ ઓનલાઇન અપલોડ કરવા) on (n) Procure portal Including Tender fee, EMD. **Tender fee and EMD are to be submitted through RTGS/NEFT/ONLINE Only.** **“NO COURIER SERVICE OR HAND DELIVERY” will be**

Sr. No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee (include GST) Rs.	EMD amount in Rs.
1.	Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle.	11,11,311.35	24 Months	1,180.00	20,000.00

1	tender/ offer submission last date up to 16.00 hours only (This is mandatory)	13.07.2026
2	Tentative Date of opening of Tender Documents cover physical opening at 16.30 Hours.	13.07.2026
3	Tentative Date of opening of Price bid at 17.00 Hours.	13.07.2026 (If possible)

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 shall not assume any responsibility for late receipt of tender.



The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/ONLINE ONLY.

ટેન્ડર ફી અને ઇએમડી RTGS/NEFT/ONLINE મારફતે જ ભરવાના રહેશે.

Tender without EMD and tender fee shall be rejected.

Remark-Only price Bid in separate cover & write down “PRICE BID” on envelope.

Sr.	Particulars	Requisite Details
1	Name of Bank	State Bank of India

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2	Name of Branch	Jamnagar L.B.
3	Branch Code	60119
4	IFSC Code	SBIN0060119
5	Name of Account	The Superintending Engineer, TR GETCO
6	Account No.	031132304770
7	GST No	24AABCG4029R2ZC

In case of payment through RTGS/NEFT/ONLINE bidder has to mail following details:

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

To:



- a. setrjmn.getco@gebmail.com
- b. decmcjam1.getco@gebmail.com
- c. aotrjam.getco@gebmail.com
- d. cashierjam.getco@gebmail.com

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

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

No bid shall be accepted / opened in case of receipt Tender Fee, EMD & Integrity Pact received 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.

Technical and post qualification bid details specification will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

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The GETCO reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

IMPORTANT:

1. Bidder has to upload scanned copies of original (Notarized/self-attested copies of original – as specified in tender documents) document with bid and no physical documents to be submitted by bidder Including Tender fee, EMD.
2. **Bidder has to submit Tender Fee, EMD in form of RTGS/NEFT/ONLINE Only form as per date shown in table.**
3. In case short submission of documents with bid and / or clarification if any required from the bidder, the required details/documents may be asked from bidder in physical form.
4. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.
5. All the relevant scanned documents as per requirement of the tender are to be upload through online only on (n) Procure portal Including Tender Fee, EMD and Integrity Pact. All tender documents including Price bid, Tender fee, EMD and Integrity Pact are not to be submitted physically.
6. Tender will be evaluated on Data / Details / Documents of the online offer only.
7. **It is mandatory for all the bidders to upload their tender documents and Receipts of Tender fee and EMD payment by online (e-tendering) in scheduled time.**
8. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid.
(In the absence of required details in the online annexure, the GETCO has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)



The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/ONLINE ONLY.

ટેન્ડર ફી અને ઇએમડી RTGS/NEFT/ONLINE મારફતે જ ભરવાના રહેશે.

9. Tender without EMD and tender fee plus GST as applicable shall be rejected.

➤ **Details of RTGS/NEFT:**

Sr.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Branch	Jamnagar L.B.
3	Branch Code	60119
4	IFSC Code	SBIN0060119

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5	Name of Account	The Superintending Engineer, TR GETCO
6	Account No.	031132304770

In case of payment through RTGS/NEFT bidder has to mail following details:

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

ટેન્ડર ફી અને ઇએમડી RTGS/NEFT/ONLINE મારફતે ભર્યા બાદ નીચે ના ઇ મેઈલ પર ઉપરોક્ત વિગત ભરી જાણ ફરજિયાત કરવી.

To:



- e. setrjmn.getco@gebmail.com
- f. decrcjam1.getco@gebmail.com
- g. aotrjam.getco@gebmail.com
- h. cashierjam.getco@gebmail.com

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

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

No bid, EMD and Tender fee shall be accepted in physical form.

Technical and post qualification bid details specification will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document. **The price bid of those tenderers shall only be opened which are found technically acceptable and satisfying the requisite qualification & parameters.**

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The GETCO reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

**Yours faithfully,
Superintending Engineer (TR)
GETCO, Jamnagar**

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

Part – I: Commercial Terms & Conditions

Part – II: Technical Specifications & GTP'S, Schedule "A" indicating the quantities & items, drawing if any.
To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe" website.

Note:

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

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Infotower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) ,

Phone No. 079-26857315 / 316 / 317,

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net



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GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED BARODA

Date :

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

OUR ENEAVOUR

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

GETCO COMMITMENT

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

PARTY'S COMMITMENT

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

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Name :
Designation :

Name :

**Gujarat Energy Transmission Corporation Limited**

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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	

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Annexure-II								
Details of experience in last three 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								
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			

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Technical Qualification requirement

The bidder should satisfy following minimum technical requirements....

1. Registration:

- Bidder quoting for the bid shall have registration with latest validation in E 2 & above class with GETCO/Central/State Government / Railway/Semi. Govt.
- All registered agencies with GETCO for civil and electrical associated works shall be considered as eligible **for participating in the tender** for the subject work.
- All present agencies who have been awarded **66 KV & EHV substations for O&M works** shall also be considered as eligible for participating in the tender for the subject work. (This is for those agencies who are already registered with GETCO)

2. Experience:

Bidder shall have experience in executing **similar type of job/nature of work and** shall have experience to **work in live switchyard** (New agencies must submit to qualify))

- Work order Copy ***and*** satisfactory completion certificate with preferably SELF ATTESTED photo copy from GETCO / Central / State Government / Railway / Semi- Government department **in last 5 financial years.**

Experience certificate of similar work carried out and as per corporate office directive issued from time to time, for experience work.

3. The bidder shall have **valid Electrical Contract License for electrical agency and FOR civil/other agency** have provide the electrical supervisor must have minimum qualification of Diploma Electrical/IT Technician/2nd class wireman/ wireman.
4. Any other documents required for particular & specific work
5. All present agencies who have been awarded 66KV & EHV substations for O&M works shall also be considered as eligible for participating in the tender for the subject work
6. **Bidder has to upload scanned copies of original (Self attested copies of original – as specified in tender document) documents with bid and no physical documents to be called from bidder.**

Experience of sub-order shall not be considered.



Financial Qualification requirement:

1. Payment of Tender fee and EMD by RTGS/NEFT/ONLINE ONLY. **(Demand Draft not ALLOWED)**
2. Copy of active GST Registration.
3. Copy of PAN Card.
4. Latest Bank Solvency Certificate of a sum of minimum 20% of Bid Value.
5. Details of partners/ Directors of the Firm/Company. Partnership Deed along with G if applicable.
6. Copy of Notarized Power of Attorney as the case may be.
7. Attested copy of MSME Registration Certificate (If Applicable)
8. Copy of B/S & P/L along with ITR for last 03 Years.

HR Qualification requirement:

1. Copy of PF Registration.

Note: Above criteria is for 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.



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Scope of Work

1. The scope of work is explained in Tender Specification & 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
3. The scope of work is "**Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle..**" as per standard specification and standard practice of GETCO and as per EIC
4. The above work shall be done as per GETCO's approved drawing/layout.
5. 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.
6. **After work execution signature of in charge must be taken on joint measurement work, also Up keeping photograph should be attached during presentation of bills.**
7. During the execution of works, the safety check list shall be followed. Necessary check list will be available at our field office.
8. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
9. 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.
10. The quantity mentioned in price bid is tentative and may vary in actual work order.

Special condition of contract to be added in present tender condition: -

1. Work shall not be started without work permit.
2. Work permit will be given to the authorized electrical supervisor of the agency.
3. Electrical Supervisor must have minimum qualification of Diploma Electrical/ITI Technician/2nd class wireman/ wireman.
4. Electrical supervisor with working experience of live switchyard of substations is preferable.
5. Tools & Tackles which are to be used should not come in the induction-zone in live switchyard. Moreover tools and tackles handles are preferably non-conductive type.
6. Excavated grass has to be removed on daily basis from GETCO premises.
7. Vehicle will be allowed up to approach road only as per instruction of Engineer in Charge.
8. Agency is excluded from doing any work related to electrical equipment/installation, none of their workers will even touch such equipment's
9. The height of the vehicle shall not be more than 3 mtrs, while it is loaded with grass.
10. Chemical use for Anti-weed shall be approved by concerned Executive Engineer in writing before purchasing and execution of work.
11. Electrical supply and water will be provided by GETCO at free of cost for anti-weed treatment only.
12. To meet with statutory requirement, if any license is required for purchase or handling of chemical use for anti weeding treatment, the contractor/ agency shall have to be followed the rules and regulations.
13. Contractor shall have to keep all precautionary measures at site required for handling of chemicals use in anti-weeding treatment.
14. Any injury / accident to manpower of agency / contractor during anti weeding treatment required medical treatment shall be provided by the contractor on his own risk & cost.
15. Terms and conditions regarding Industrial laws minimum wages act PF and other statutory rules to be followed strictly.



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16. Labour laws are to be followed strictly – labour registration workmen compensation.
17. GETCO's safety policy to be implemented strictly
18. JCB's and tractor shall not be allowed to remove the grass in live switchyard.
19. Contractor shall have to give all required medical treatment due to snake bite / insect bite to any manpower of agency.
20. Children are not allowed in live switchyard.
21. Labour camps shall not be allowed within GETCO premises.
22. Cattles shall not be allowed in GETCO premises.
23. Agency shall have to provide proof of labour/supervisor payment and PF record, along with bill.

GENERAL COMMERCIAL CONDITIONS:-

The Gujarat Energy Transmission Corporation Ltd., Jamnagar hereinafter called 'GETCO' / 'OWNER' intends to receive bids for "**Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle..**" detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.

1. The validity of tender is 180 days from the date of opening of technical bid
2. Earnest Money Deposit:
 - 2.1. **Bidders are requested to pay an earnest money deposit (As per GUVNL Purchase Policy 2016) by RTGS/NEFT/ONLINE only for the amount as specified in the tender notice. Payment of EMD AND DD in form of Demand Draft /Cheque shall not be accepted.**
 - 2.2. Tenders no accompanied by EMD shall be rejected.
 - 2.3. 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.
 - 2.4. 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.**
 - 2.5. 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.
 - 2.6. 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.
 - 2.7. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.
 - 2.8. The Certificates should indicate the manufacture of items offered.
 - 2.9. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
 - 2.10. 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.

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2.0 Definition of Terms :

2.1 Owner shall mean the Gujarat Energy Transmission Corporation Ltd, Vadodara or any of its group companies i.e. GUVNL, GSECL, MGVL, DGVL, PGVL, UGVL 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.

79. Contractor's Default :

79.1 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**

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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.

3. All commercial terms and conditions except rates shall be indicated in the technical & commercial bid only.
4. The Tenderers shall specifically note that the Tenders are invited on percentage basis only.
5. Arithmetical error will be rectified on the following basis :
 - 5.1. 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.
 - 5.2. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
 - 5.3. 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.
 - 5.4. 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.
6. The tenderers will ensure submission of the Tenders duly filled in before the due date and time.

Security deposit: As per prevailing rules of the Corporation, 5% of the contract value shall be paid as 'Security Deposit'. Out of this, 100 % of SD shall be paid at Transmission Circle Office Jamnagar within 10 days from receipt of letter of intent either

Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by following banks will be valid/considered.



- A) Guarantee issued by following banks will be accepted as SD/EMD on permanent basis.
 1. All nationalized Banks.

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- B) Guarantees issued by following banks will be accepted as SD/EMD. **March 31, 2026. The validity cut-off date IN GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee**

Sr No	Name of Bank	Sr No	Name of Bank
1	AXIS Bank	22	Kotak Mahindra Bank
2	AU Small Finance Bank	23	South Indian Bank
3	Bandhan Bank	24	Tamilnadu Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-Op Bank
7	DBS Bank India Limited	28	Nutan Nagrik Sahkari Bank Ltd.
8	DCB Bank	29	Rajkot Nagrik Sahkari Bank Ltd
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-Operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank Ltd.
12	HDFC Bank	33	The Cosmo Co-Op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-Operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	36	The Surat District Co-Operative Bank
16	IDFC First Bank	37	The Surat People's Co-Op. Bank
17	Indusind Bank	38	The Kalupur Commercial Co-Op. Bank
18	Jammu and Kashmir Bank	39	The Panchmahal District Co-Op. Bank
19	Jana Small Finance Bank	40	The Baroda District Co-Op. Bank
20	Karnataka Bank	41	Baroda Gujarat Gramin Bank
21	Karur Vysya Bank	42	Saurashtra Gramin Bank

If Security Deposit is not paid within 10 days of issue of LOI, EMD paid plus Applicable taxes if any as applicable will be forfeited and Corporation may not deal with party for the period of Two years.

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Bank Guarantee of other than above mentioned banks towards Security Deposit Performance Bank Guarantee & Warranty will not be acceptable The security deposit will be refunded only after the completion of Contract period.

- **The security deposit will be refunded only after satisfactory completion of work of work done or finalization of final bill whichever is later. (FDR will not be accepted).**
- **Earnest money will be liable to be forfeited if (1) If Tender is withdrawn during validity of the offer and (2) The tenderer fails to deposit the security deposit.**

7. Contract Period :- The time allowed for completion the work is 24 month from the date of the commencement of the work, failing which the penalty ½% per week plus Applicable taxes 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 TAXES if applicable will be imposed.. **However, in case of poor services provided by the contractor, superintending engineer, Jamnagar shall be empowered to terminate the contract at any time.**

8. 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.

9. 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) Contractor has to submit Notarized Undertaking in GETCO Specified Format for Applicability of Provision of e-invoice and if Provision of e-invoice will be applicable to the contractor then payment will be made to the contractor only on submission of e-invoice. Copy of the format is attached for ready reference
- (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

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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 @ 15 % from the payable amount of the contractor for said contract or any other contract.

10. **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.

11. **GST shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.**
12. 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.**
13. **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.**
14. **Also the successful bidder will have to execute Agreement on stamp paper of value Rs. 300/- at our Transmission Circle office Jamnagar before commencement of works as per GETCO’s prescribed Performa. The cost of stamp paper will be born by the contractor.**
15. **Guarantee:** - It is the responsibility of the contractor to handover the complete work free of all defects. If within a period of **one year** from the date of handing over the work it is noticed that any defects occurs due to bad workmanship, it is the duty of the contractor to rectify / replace the same at his own cost. If within seven days from the date of receipt of such notice, the contractor does not take up the work, same will be carried out at his risk and cost.
16. 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.



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17. 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.
18. 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) Jamnagar
19. 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 GST 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) Jamnagar 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. **Concern DE/IE of concern Sub-Station** 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 Contractor 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, Jamnagar 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

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or contractor booklet will be 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 liberty 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 *plus GST 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:- The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. The Superintending Engineer (TR), Jamnagar reserves the right to reject any or all tender without signing any reasons whatsoever and decision of the Superintending Engineer (TR), Jamnagar will be final and unchallengeable.**
 - 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, Jamnagar** 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.



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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. 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.
59. **Billing and Payment Terms**
- (a) 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.
 - (b) 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
 - (c) 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
 - (d) All the bills in accordance with the above clauses must be submitted with the following information:
 - 1) Item wise work done during billing period.
 - 2) Item wise cumulative work done.
 - 3) Account for material consumed and balance stock.
 - 4) For non-submission or part submission of above information, an additional 5% amount of the respective RA bill shall be withheld and shall only be released at the time of final bill.

Penalty for Delay :

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

If contractor fail to execute the order fully or partially, the order will be got completed through other agency and if required to pay higher rates, in that case, total

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expenditure with applicable taxes will be recovered from agency who fail to execute the order fully or partly or If successful bidder fails to execute the work fully or partially, then EMD & SD plus applicable taxes if any paid by such party to Getco will be forfeited and may Jamnagar circle office not work with such bidder for period of one year.

PAYMENT TERMS UNDER MSME ACT:

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

*** "Date of acceptance" means**

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

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

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



*The payment of the above work will be processed through VMS portal of GUVNL, hence you are required to get yourself registered on <https://vms.guvnl.com> and submit the digitally signed Invoices, GST CA Certificates, and other supporting documents to Consignee Location/ **Ranavav Division** office using your login ID and Password on the VMS portal of GUVNL.*

60. 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.

61. 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

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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.

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70. **ARBITRATION:** All question, disputes 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 thereto, shall be referred to the "Gujarat public works contracts disputes arbitration tribunal" as per the provision of the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992.

The reference to arbitration proceeding under this clause shall not:

- 1) Affect the right of the E.I.C to take possession of all or any tools, plants, materials and stores in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- 2) Preclude the E.I.C. from utilizing the materials purchased by the contractor in any work from remaining 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.
- 3) 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 of the work where there is no specification.
- 4) Preclude the Board from getting the work done by another agency.
- 5) Neither party is entitled to bring a claim to arbitration tribunal latest by thirty days (30) days after the expiration of the defects liability period.
- 6) The provisions of the Arbitration and Conciliation Act 1996, Gujarat Public Works contract Disputes Arbitration Tribunal Act 1992 and rules made there under shall apply to the arbitration proceeding under this clause.



For Works Contracts and Composite Contracts, the following Arbitration clauses are required to be inserted in the respective agreements:

(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."

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For Procurement of Goods or Services and Non- Works Contracts, the following Arbitration clauses are required to be inserted in the respective agreements:

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

69 . Relationship with employee:



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

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

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

70. In case of any dispute/ doubt, the decision of Superintending Engineer (TR), GETCO, Jamnagar shall be unchallengeable, final and binding to the contractor.

71. Any legal disputes subject to Jamnagar jurisdiction only.

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INSTRUCTIONS TO THE BIDDERS.



CONDITIONS OF CONTRACT

1. Definitions:

- (a) The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these conditions, schedules and / or additional conditions attached to the form of tender or individual work, order, rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form the contract.
- (b) The “Tender Document” means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose preparing tender.
- (c) The expression “works” or “work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- (e) “GETCO” means the Gujarat Energy Transmission Corporation Ltd., and the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the “GETCO.”
- (f) The letter “EE” means Executive Engineer who in the case of measurement and lump sum contract, direct the contractor and the letters “SE” means Superintending Engineer” and “C.E.” means Chief Engineer who administers and in the case of the term contracts directs the contract.
- (g) The “Engineer-in-charge” means all officers of the GETCO appointed by the Chief Engineer to supervise the works or part of the works.
- (h) “Approved” and “Directed” means the approval or direction of the Chief Engineer to Superintending Engineer or the person deputed by him for the particular purpose.
- (i) “B.S.” means the “British Standard” as issued by the British Standards institution. “A.S.” means the American Standards as issued by the American Standard Institutions and “I.S.” means the “Indian Standards” as issued by the Indian Standards Institutions. Wherever the above mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders. In the case of measurement and terms of contracts “Specifications” means those contained in Gujarat Energy Transmission Corporation Ltd., schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.
- (j) The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (k) “The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

2. Action when whole of Security Deposit is forfeited:- In any case in which under any clause or clauses of this contract the contractor shall have tendered himself to pay compensation amounting to the whole of his security deposit (whether paid one sum or deducted by installments) or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, The Executive Engineer on behalf of the GETCO, shall have powers to adopt, (a) below and any of the following courses under (b) and (c) as he may deem best suited to the interest of the GETCO.

- (a) To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of The Executive Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and absolutely at the disposal of the GETCO.
- (b) To employ labour paid by the GETCO, to supply materials to carry out of the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of The Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract

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and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted, out of his heads and to give it to another contractor to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original contractors and shall be deducted from any money due to him by the GETCO under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

3. Notice for unsatisfactory progress :-



If the progress or a particular portion of the work is unsatisfactory **The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited., Circle office Jamnagar** – whose decision shall be final, shall not withstanding that the general progress of work is satisfactory; be entitled to take action under Clause 2(c) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.

4. Action in the case of Default by Contractor:-

If any case in which any of the powers conferred upon **The Executive Engineer** by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer taking action under sub clause (a) or (c) of Clause 2 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Executive Engineer as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

5. Completion Certificate :- On completion of the work the Contractor shall be furnished with Completion Certificate by the Executive Engineer of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinate until they have received the approval of the Executive Engineer the said measurement being binding and conclusive against the contractor.

6. Supply of Materials to Contractor :- If the specification of the estimated work provides for use of any special description of material to be supplied from the GETCO's Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as here in after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control, the meaning or effect of the contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as may be

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required from time to time be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum due to thereafter to become due to the contractor, under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the deposit is held in Government Securities the same or a sufficient portion thereof, shall be sold for the purpose. All materials supplied to the contract shall remain the absolute property of GETCO and shall on no account be removed from the site of the work and shall at all time be open to inspection by the Engineer-in-charge. Any such materials un used and in perfectly good condition at time of completion or determination of the contract shall be returned to the GETCO's store if the Engineer-in-charge so requires by notice in writing given under his hands but the contractor shall not be entitled to return any such materials except with consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto. The contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the GETCO even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.



7. Works to be executed in accordance with specifications, drawings, orders etc. :- The contractor shall execute in whole and every part of work in the most substantial and workmanlike manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

8. Alteration in Specifications and Designs not to invalidate Contracts. :- The Executive Engineer shall have powers to make any alteration, or addition to the original specification designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work. Where, however, the works is to be executed according to the designs, drawing and specifications recommended by the contractor and accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender.

9. Rates for works not entered in Estimate or Schedule of Rate of the District :- If the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out the rates entered in the Schedule of Rates of the Division or at the rate mutually agreed upon between the Executive Engineer and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates agreed upon then the contractor within seven days of date of receipt by him of the order to carry out the work inform the Executive Engineer for the rate which in his intension to charge for such class of work and if the Executive Engineer does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the rates shall have been determined as lastly here in before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event of dispute, the decision of the Superintending Engineer of the Circle will be final.

10. Extension of Time Limit in consequence of Addition or Alteration. :- The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

11. No compensation for Alternation in or Restriction of Work to be carried out. If at any time, after the execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the

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whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require he whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Executive Engineer provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Executive Engineer whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Executive Engineer whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Executive Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

12. No claim to compensation on account of loss due to delay in supply of materials by GETCO.



The contractor shall not be entitled to claim any compensation from GETCO for the loss suffered by him on account of delay by GETCO in the supply of materials entered in Schedule A where such delay is caused by: Difficulties relating to supply of railway wagons

- i. Force Majeure
- ii. Act of God
- iii. Any other reasonable cause beyond the control of GETCO including Shortage of materials to be supplied by the GETCOs & difficulties in time by reaching at the site of any materials equipments.

In the case of such delay in the supply of materials, GETCO shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with circumstances of the case. The decision in the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

13. Time Limit for Compensation Claims :- Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from GETCO on any account unless the contractor has claimed in writing to the Executive Engineer within one month of the cause thereof.

14. Action and Compensation payable in case of Bad Work :- If at any time, before the security deposit is refunded to the contractor, it shall appear to the Executive Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a inferior quality to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or any part, as the case may require or if so required shall remove the materials or articles so specified and provided other suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day, not exceeding ten days during which the failure so continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be

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accepted, or made use of, it shall be within his discretion to accept the same as such reduced rates as he may fix thereof.



Provided that in the case of any work of which visible check is not possible, if the Engineer-in-charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test, part of such work is found to be defective in any respect or to have been executed with materials of inferior quality, then the contractor shall be paid for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such samples tests.

15. Work to be opened to Inspection, Contractor or Responsible Agent to be present :- All works under execution or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer and his subordinate and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intension of the Executive Engineer or his subordinates to visit the works shall have been given to the contractor, during which period either he should be present to receive order and instruction, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorized Agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

16. Notice to be given before work is covered up. :- The contractor shall give not less than 5 days notice in writing to the Executive Engineer or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement of any work, in order that the same may be measured and correct dimensions thereof, taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement and work without the consent in writing of Executive Engineer or his subordinate in charge of work, If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same, was executed.

17. Contractor's Liabilities :- The Contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied form the GETCO stored in accordance with the contract) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execution of the work., in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work, the contractor shall also supply without charge, the requisite number of persons for setting out works, and counting, weighting and assisting in the measurement of, examinations at the time and from time to time of the work or materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof the contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid in compromising any claim by any such person.

18. Contractor Liable for all Damages :- Compensation for all damage done intentionally or un intentionally by contractor's labourer, whether in or beyond the limit of GETCO's property, shall be estimated by the Executive Engineer, or such other office, as he may appoint and the estimate of the Executive Engineer, subject to the decision of the Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from GETCO to the contractor under this contract or otherwise.

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The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damage and costs that may be awarded by the court if in consequence.

19. Rescission of Contract and Forfeiture of Deposit. :- The contractor shall not assign or sublet, without the written approval of the Engineer-in-charge and if the contractor assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants, or agents, or any person to the employee of GETCO in any way relating to his office or employment or if nay such officers or persons shall become in any way directly or indirectly interested in the contract, the Executive Engineer may, by 10 day's notice in writing, rescind the contract. In the event of a contract being rescinded the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of GETCO and the same consequences shall ensure as it the contract has been rescinded under clause 4 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

20. Compensation: - All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of GETCO, without reference to the actual loss or damage sustained and whether any damage has not been sustained.



21. Change in the constitution of firm to be notified: - In the case of tender by partners of a firm, any change in the constitution of firm shall be forthwith notified by the contractor to the Executive Engineer for his information.

22. Works under direction of Superintending Engineer:- All works to be executed under the contract shall be executed under the direction and subject to the approval of the Superintending Engineer of the Circle, Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

23. Decision of Superintending Engineer to be final. :- Except where otherwise specified in contract and subject to the power delegated to him by GETCO under the GETCO's rule, then in force the decision of the Superintending Engineer of the Circle / EIC. for the time being shall be final, conclusive and binding on all of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

24. Lump Sum Tenders :- Whenever lump sum tenders have been invited for building or other structures of the same type, design, the contractor shall submit his bill stated in Clause No.11 and the Engineer-in-charge not below the rank of Executive Engineer shall certify by general measurement or by other method considered suitable to him, the value of work done and the contractor shall be paid monthly a sum equal to 90% of the total value the work so certified, since the last payment, after deducting a part or whole of the secured advance if not already paid for the materials utilized on the works. An additional secured advance for any fresh materials brought on site will also be paid if certified by the officer not below the rank of Executive Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Executive Engineer, that the work is done according to drawing and specifications attached to the tender. If any additions and alteration have been carried out, detailed measurements in respect thereof shall be recorded and extra payment or deductions are regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alterations for which the contractor has not quoted a rate, the payment shall be as per Clause 15 above.

25. Action where no specifications. :- In the case of any class of work for which there is no such specifications as is mentioned in clause 1. such work shall be carried out in accordance with the divisional specifications and in there event of there being no divisional specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge / consultant of the GETCO etc.

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26. Nothing in the contract document stated shall any wise constitute any workmen/ employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the GETCO.

NOTE:-The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor

27. No Claim for Variation In Quantities of Work: - Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

28. No Claim For Compensation for Delay in starting work: - No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.



29. Entering upon or commencing any portion of work: - The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Executive Engineer or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.

30. Acceptance of conditions on tendering for work. : - Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

31. Employment of Scarcity Labour :- If government declares a state of scarcity or famine to exist in any village situated within 20kms of the work, the piece worker / contractor shall employ upon such part of the work as are suitable for unskilled labour; any person certified to him by the Executive Engineer or by any person to whom Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wage not below the minimum, which Government may have fixed in this behalf from time to time. Any implementation of this clause shall be decided by the Superintending engineer/Engineer-in-Charge whose decision shall be final and binding on the piece worker/contractor.

(A) SPECIAL CONDITION OF CONTRACT.

1. The contractor has to provide all the sweeper and necessary supervision to carryout the work set down in schedule.
2. The contractor should engage diligent, experienced intelligent and hardworking persons to carry out the work.
3. The contractor should not engage any person less than 18 years of age.
4. All the persons engaged by the contractor shall be on his pay roll and be paid by him and board will have no any liability whether in this regard. The contractor shall make regular and full payment of wages and salaries to the persons engaged by him as required under labour law and he should to show to board as and when demanded.
5. The contractor shall be responsible for the proper behaviors and the persons employed by him and exertions control over then. He should also be bound to presibit and prevent his employers from taking any direct or indirect interest.
6. The contractor should instruct the persons to work as per the instruction of Engineer-in-charge.
7. The contractor should clean all the work as per schedule from 8.00 AM. and in the noon at 5.30 P.M. or as directed by E.I.C. without delay.
8. If contractor fails to carry out the work then board will employees the sweeper and carryout the work at the risk and cost of contractor.
9. **The Contractor shall at his own expenses extend insurance, coverage to all his employees as may be required.**
10. The bill will to be paid after completion of one month contractor should submit the bill in triplicate on the 1st of next month.
11. Any damage to the sanitary voesaela property etc. will be recovered from the bill.
12. **On completion of annual contract, the contractor will have to continue the running contract for an extended period of three months of till the new agency is fixed and start the work whichever is earlier at the same term and condition of the contract and for that compensation is admissible.**

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13. Entire work will be spited in two equivalent parts if decided by EIC in case of equal quoted rates by the parties or if deemed fit by board. The decision of EIC Is final & binding to all the parties.
14. The Contractor have to work depending upon the requirement arises on account of maintenance work - therefore irrespective of average quantities or requirement. In this connection no compensation is admissible on account of less quantity executed under over all period of contract of per month - less execution of quantities.
15. **It may be noted that maximum limit of work is 24 months, however - three months extension is binding if required and approved by EIC at the same terms and conditions and accepted rates.**
16. The work is not in a Lot. Contractor has to execute the work as and when directed by EIC .



Note: Non-execution of all routine items, the work may be done at the risk and cost of the contractor and the amount will be recovered from the next immediate bill or penalty 12% plus TAXES as applicable will be applied for the amount of work not done and decision of Engr. I/C will be final and binding to contractor.

Special Conditions for ARC. of cleaning.

1. Contractor has to engage one supervisor who will be responsible for any lacking in work. He will receive instructions from Engineer in charge & in response to make & maintain daily work sheet. on the basis of daily work sheet payment will be made.
2. Contractor will present the money receipt /certificate from appropriate government authority regarding payment of GST & other beneficiary to labour, every month. Than & than only monthly R.A. Bill amount will be released.
3. In no case person engaged for VIP bunglows should remain absent except 8 nos prescribed holidays.
4. Zadu, Brushes & Dusters will be brought by the contractor at his own cost for above required items.
5. **The contractor should provide manpower as per the items and incase of less no of man power engaged under the item as a penalty Rs. 50/- per person plus plus Applicable taxes as applicable will be levied and deducted from Bills.**
6. All safety measures should be observed during the execution of the work.
7. The contractor has to observe all Labour laws including minimum wages.
The Contractor should ensure PF Code Nos., the contribution towards the PF is deducted from wages of laborers and contribution towards employer share and administrative charges are recovered from contractor and same are to be separate shown in summery –E which is being submitted to GETCO Office.

(B) Special condition of contract to be added in present tender condition: -



1. Work shall not be started without work permit.
2. Work permit will be given to the authorized electrical supervisor of the agency.
3. Electrical Supervisor must have minimum qualification of Diploma Electrical /ITI Technician/ 2nd class wireman / wireman.
4. Electrical supervisor with working experience of live switchyard of substations is preferable.
5. Tools & Tackles which are to be used should not come in the induction-zone in live switchyard. Moreover tools and tackles handles are preferably non-conductive type.
6. Excavated grass has to be removed on daily basis from GETCO premises.
7. Vehicle will be allowed up to approach road only as per instruction of Engineer in Charge.
8. Agency is excluded from doing any work related to electrical equipment/ installation, none of their workers will even touch such equipments
9. The height of the vehicle shall not be more than 3 mtrs, while it is loaded with grass.
10. Chemical use for Anti-weed shall be approved by concerned Executive Engineer in writing before purchasing and execution of work.
11. Electrical supply and water will be provided by GETCO at free of cost for anti-weed treatment only.
12. To meet with statutory requirement, if any license is required for purchase or handling of chemical use for anti weeding treatment, the contractor/ agency shall have to be followed the rules and regulations.

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13. Contractor shall have to keep all precautionary measures at site required for handling of chemicals use in anti weeding treatment.
14. Any injury / accident to manpower of agency / contractor during anti weeding treatment required medical treatment shall be provided by the contractor on his own risk & cost.
15. Terms and conditions regarding Industrial laws minimum wages act PF and other statutory rules to be followed strictly.
16. Labour laws are to be followed strictly – labour registration workmen compensation.
17. GETCO's safety policy to be implemented strictly
18. JCB's and tractor shall not be allowed to remove the grass in live switchyard.
19. Contractor shall have to give all required medical treatment due to snake bite /insect bite to any manpower of agency.
20. Children are not allowed in live switchyard.
21. Labour camps shall not be allowed within GETCO premises.
22. Cattles shall not be allowed in GETCO premises.
23. Agency shall have to provide proof of labour/supervisor payment and PF record, along with bill.



C) SPECIAL CONDITION FOR TENDER

1. The contractor has to provide all the manpower and necessary supervisor to carry out the work set down in schedule.
2. The contractor should engage diligent, experienced intelligent and hardworking persons to carry out the work.
3. Engaged supervisor / labours should be age between 18 years to 60years.
4. All the persons engaged by the contractor shall be on his pay roll and be paid by him and GETCO will have no any liability whatever in this regard. The contractor shall make regular and full payment of wages and salaries to the persons engaged by him as required under labour law and he should to show to board as and who demanded.
5. The contractor shall be responsible for the proper behavior for the persons employed by him and expressions control over them. He should also be bound to persist and prevent his employers from taking any direct or indirect interest.
6. The contractor should instruct the persons to work as per the instruction of Engineer-in-charge.
7. The contractor should clean all the work as per schedule from 8.00 A.M. and in the noon at 1.30 P.M. or as directed by E.I.C. without delay.
8. If contractor fails to carry out the work then Corporation will deploy the necessary man power and carryout the work at the risk and cost of contractor.
9. The Contractor shall at his own expenses extend insurance, coverage to all his employees as may be required.
10. The bill will be paid after completion of one month. contractor should submit the bill in triplicate on the 1st of next month. Bill for grass cutting/ supply & spraying of weedicide should submitted after completion of respective grass cutting round.
11. Any damage to the sanitary vessels property etc. will be recovered from the bill.
12. Entire work will be splited in two equal parts as decided by E.I.C. incase of equal quoted rates by the parties or if deemed fit by Board. The decision of E.I.C. is final & binding to all the parties.
13. 01 MAN / DAY will be counted as to engage unskilled/skilled labour for 8 hrs.
14. Contractor should check past history of supervisor / labours before engage in work. They should not have any criminal record & suffering from any serious / allergenic disease.
15. All supervisor / labours are to be entered in premises of getco, should made entry in security register at Entrance / Gate daily.

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16. Only authorized supervisor / labours will be allowed in premises as per contractor's authorization letter & identity card.
17. Work of grass cutting, anti weeding & cleaning of cable trench will not be allowed in any case without Electrical supervisor as such works shall be carried out in live switch yard.
18. Safety helmets & shoes are mandatory to wear for labours / supervisors while grass cutting, anti weeding treatment or cable trench cleaning in live switch yard.
19. While preparation/spread of weedicide / herbicide, to use rubber gloves to avoid any allergy or skin problem.
20. Contractor has to maintain muster of his labours & staff at site & any activity related to MANDAYS should be regularly maintained in it & signed by Engineer in Charge daily.
21. Contractor has to maintain daily progress register at site, progress should be invariable entered on daily basis & signed by Engineer in Charge.
22. Up keeping contract of colony area of EHV S/S, separate work permit will be issued from C/R.
23. For separate up keeping contract of colony area of EHV S/S, nominated engineer by Executive Engineer will be solely responsible to supervise the activity & record the bill, progress register & muster will be invariable signed daily by contractor's supervisor & EIC.
- 24. Either the contractor or his authorized representative or his supervisor shall invariably remain present on the site of work when work in progress. In absence of labour/sweeper at site, a token penalty of Rs.300/- per day shall be levied to the contractor. For the planned work of grass cutting, anti weeding or cable trench cleaning, absence of Electrical supervisor will not be permitted & no labours should allowed to work without his presence.**
- 25. At any place if the work is found unsatisfactorily, then Engineer-In Charge may take penalizing action as may deem proper to him, for the area not cleaned properly as per tender, the penalty shall be levied as per the discretion of E.I.C. (i.e. actual expenses + 15% supervision charge)**
26. Electricity: Power supply will be provided by GETCO free of cost for anti-weed treatment or any other work as per SCHEDULE-B related to this contract only
27. **ANNEXURE FOR GRASS CUTTING & ANTI WEEDING TREATMENT**

SR. NO.	SUB STATION VOLTAGE CLASS	MAX. TIME LIMIT FOR EACH FREQUENCY OF GRASS CUTTING	FREQUENCY PER YEAR FOR GRASS CUTTING	MAX. TIME LIMIT FOR EACH FREQUENCY OF ANTI WEEDING
01	400KV	04 WEEKS	02/03 TIMES PER YEAR	03 WEEKS
02	220KV	03 WEEKS	02/03 TIMES PER YEAR	02 WEEKS
03	132KV	02 WEEKS	02/03 TIMES PER YEAR	01 WEEK

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04	66KV	01 WEEKS	02/03 TIMES PER YEAR	03 DAYS
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Contractor should deploy required man power / labours to complete the job of grass cutting & anti weeding in stipulated time period in each frequency as mentioned above as & when required. After getting instruction / intimation from Executive Engineer or Engineer in charge, contractor should deploy the man power within one week .or as latest circular of up keeping.



It is instructed to use only anti-weed "Round up" (Gtyphosphate 41%SL) of approved ISI standard make weedicide for weed control in proportion of 100ml weedicide and 250 gram Ammonium Sulphate, mixing and sticking agent mixed with 10 titer of clean fresh water as mentioned in Transmission Circular no 90.

28. No any other charges will be provided by GETCO. (like mobilization, lodging, boarding, transportation)
29. Contractor should deploy required labours/sweeper for cleaning work as per instruction of Engineer in charge
30. If Multiple S/S are included in one tender, contractor should deploy separate man power /sweeper for each S/S or arrange on half day basis as per requirement or as per EIC. (Transportation of man, materials from one S/S or premises to other S/S will be born by contractor.)
31. The contractor shall employ well behaving supervisor having valid qualifications as per special instruction of this tender. This shall be subjected to scrutiny and checks by the officer in charge handling the execution of the contract from time to time. If any legal liability occurs on account of any lapse in this regards, the same will be at contractor's account. The supervisor/labours should behave courteously and respectfully with officers/staff. They should be free from habits of smoking/drinking intoxicant liquors. The driver sent with the vehicle shall have valid license for driving & no any allowance shall be paid by GETCO to the driver. Any misbehavior of the supervisor / labours will not be tolerated. GETCO reserves the right to terminate the contract at risk and cost of the contractor. All labours/supervisor should wear a uniform/apparent supplied by contractor, having good manners with necessary tools and tackles and Contact facility to meet the requirement of work.
- 32. NO SUPERVISOR, NO WORK**
- 33. Mobile usage is prohibited by labours, while working in switch yard.**

TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

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

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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 throughout the working hours.

2) Labor Laws

(A) Person below the age of 18 years shall not be employed for the work.

(B) Female worker shall not be employed underground Civil / Excavation work & 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 shown 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 accidental injury.

(vii) Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.



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

4) **Deposit Linked Insurance Scheme :-** The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit. Linked insurance Scheme with concern Regional Provident Fund Commissioner Office.

5) **Administrative Charges:-** Administrative charges for maintaining provident fund A/C shall be deposited by the contractor with concern Regional Provident Fund Commissioner Office at the rates applicable.

6) **Paid Leave Facility:-** Paid leave facility at the rate of one day for every twenty days worked by the contract labour shall be provided by the contractor to his workers. He shall maintain leave Records/leave cards for individual labour 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



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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 the GETCO:-** The contractor shall indemnify the GETCO and every member officer and employees of the GETCO also, engineering in charge and his staff against all actions, proceeding, claims demands, costs and expenses which may be made against the GETCO or Government for or in respective of formance 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) **Workmen's Compensation and Employer's Liability Insurance:** - Insurance shall be affected for all the contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet to the sub-contractor, the contractor shall require that he or his sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.
- 11) 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.
- 12) 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.

GENERAL TECHNICAL CONDITION

1. *The work should be carried out according to the specification and as per instructions and programmed laid out by the Engineer in-charge of the work.*
2. *The contractor should with sufficient qualification and experience who can supervise the execution of work throughout. Also he should deploy the qualified Site Engineer who can execute the work & always be present on the site.*
3. *The contractor has to carry out all the works in accordance with revised and latest provision under I.E. Rules Act made there under and as per instruction of Engineer in charge.*
4. ***If require, for work in live yard, Contractor has to co-ordinate EIC for planning of outage and work schedule thereof, so as to complete all the planned work in outage. Contractor has to deploy adequate manpower accordingly.***
5. *In addition to the general of the construction particular, attention shall be paid to the final finish and every effort shall be made to have the entire work contented with standard of workmanship by the contractor.*
6. **CONTRACTOR'S MATERIALS BROUGHT TO SITE**
 - a) *The Contractor shall bring to Site all materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.*
 - b) *After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.*
7. **FIELD OFFICE RECORDS :-** *The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents, FQP and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, FQP and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under*

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the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.



8. Contractor shall purchase all brought out Material & items as per schedule-B with taking prior approval from Executive Engineer (TR), GETCO, TR Dn. Any item without approval shall not be permitted and GETCO shall not be responsible for accept such items.
9. **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.

10. 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 which is approved by GETCO 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.
11. **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 civil work 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.
12. **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 work-wise.
13. **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.**
14. **Subletting of contract:** There will be generally no objection on the component parts if the work, being given over to responsible sub contractors but Corporation shall under no circumstances recognize these sub contractors & the responsibility of executing the work in the accordance with the conditions of contract will entirely rest on the main contractor. However written consent of EIC shall be obtained before subletting. The main contractor will therefore always have the very responsible member, preferably a technical hand present on the works with power to sign all work orders issued on the site of work & to take requisite actions in the interest of efficient execution of work.

SPECIAL TECHNICAL CONDITION:

- 10.1.1. All the required Machinery, tools and tackles for civil work described in schedule - B are to be arranged by the contractor at his own cost.
- 10.1.2. All the work related to the civil work like line & level marking, excavation, centering, shuttering, steel bending/binding/placing, concreting, Masonry, plaster, pointing, flooring, dado /skirting, plumbing, sanitary work curing, Back filling & site cleaning material testing etc should be carried out as per GETCO'S standard FQP for Civil works.
- 10.1.3. Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO.
- 10.1.4. All work should be done according to ISO & FQP and all require documents including filled FQP, testing results, etc should be submitted while handing over the work.

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- 10.1.5. Contractor has to make arrangement for skill labours for assisting to executing site engineer as an when require as per instruction of Engineer in charge.
- 10.1.6. After completion of project successful bidder has to submit all the records like Final Measurement Sheet with all relevant documents which required for completion of final bill in hard and soft copy for handing over the project.
- 10.1.7. Contractor has to submit the planning bar chart before starting the work in kickoff meeting & monthly revised bar chart with deviation for delay in progress.
- 10.1.8. Contractor has to complete all the work related to this title in stipulated time period as per instruction of EIC.

79.0 CONTRACTOR'S DE FAULT

79.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the 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 thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith to execute such part of the works 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 hands and recontract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may 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 i entire works have been completed or the price or amount of the works if part of the works 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 the 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 works is delayed



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

➤ RIGHTS OF THE OWNER:

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

Lien in respect of Claims in other Contracts:

- 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

	Gujarat Energy Transmission Corporation Limited		
	Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006		
	CIN U40100GJ1999SGC036018	An ISO 9001:2015 Certified Company	
Tel. (0288) 2551229 Fax: (0288) 2554403		E-mail: setrjmn.getco@gebmail.com	

money arising out of or under any other contract made by the Contractor with the Owner or GUVNL or any of its subsidiary companies.

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

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



Sr.No	Amount of Contract in Rs.	Penalty amount per person
1	Up to →1 Lac	Rs.5000 per Incident plus TAXES as applicable if any
2	Above1 Lac to → 10 Lacs	Rs.40000 per Incident plus TAXES as applicable if any
3	10 to --→ 100 Lacs	Rs.100,000 per Incident plus TAXES as applicable if any
4	> 100 Lacs	1.0 % per Incident plus TAXES as applicable if any

3. **Reporting:-**

1. **The contractor shall inform concerned Ex. Engineer 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.*



4. **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 Civil contractor. Such records are mandatory for clearing first Civil works 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.*
 - II. *Safety procedure adopted.*

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- (a) Permit to work
(b) Earthling at the place of work.
(c) Adequate supervision.

- III. If above-mentioned safety requirements found violated in any of the above two conditions shall attract penalty of Rs.1000/- per occasion plus Applicable taxes if any. (Max.Rs.3000/- for violation of two conditions)
- IV. During subsequent visit, if violation is found, then double penalty plus Applicable taxes shall be deducted from the bill of the Contractor/Agency.
5. The contractor will have to give indemnity bond & safety cum indemnity and contract agreement on stamp paper of Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's equipment or staff or any of third party during the execution of work.
6. 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.

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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 & Execution 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 Current Calibration Certificates for Machinery, Instruments, Tools should be provided at Site. 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.*
12. *In case any accident occurs during the construction 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. Proper arrangement of potable drinking water & sanitary facility to the labours working will be acceptable at the site.*
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*

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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 firefighting 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 drivers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.*
- 16.** *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
Causing death person for death/ applicable*
 - b. *Major injuries or accident causing Rs. 20,000/- injury to any*
 - c. *25% or more permanent disablement per person person,*
 - d. *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.

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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 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.

Indoor safety Precaution	Outdoor safety Precaution
<p>The method of work required Tools & Plants and Manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.</p>	<p>The method of work required Tools & Plants and Manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.</p>
<p>Prior to execution of work a jointly Lineout must be conducted by GETCO supervisor or & contractor's supervisor for risk assessment.</p> <ul style="list-style-type: none"> • Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may believe. • Protect against other live parts in working area of S/S. 	<p>Prior to execution of work a joint survey must be conducted by GETCO supervisor, contractor's supervisor and S/S Staff in order to identify the following:</p> <ul style="list-style-type: none"> • HT/LT/ UG Cables line or tap line crossing under working area of S/S.
<p>Following safety guidelines are mandatory for all contractors operating in GETCO premises for Civil, Electrical & non- electrical works.</p> <ol style="list-style-type: none"> 1. The contractors must provide advance planning of work to concerned in-charge of substation in writing. 2. Before starting any work whether switchyard, "<u>permit allow to work</u>" must be taken from control room in-charge. 3. Utilizing Civil, Electrical / Non – electrical Equipments, Machinery & tools, the safety rules must be implemented. 4. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. 5. Unwanted person including children of labours will not be allowed at working site / in the switchyard and in the prohibited area. 	<p>Contractor's supervisor and GETCO Supervisor must ensure all activity nearer to working area to obtain prior approval for taking up job.</p> <ul style="list-style-type: none"> • Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must. • JCB, Hitachi, Crane, Truck & Other Heavy Vehicle shall only be used for Excavation, Material Transportation & Placing etc.; working platform shall only be used for work in switchyard and prior approval must be taken from S/S In charge. <p>No work during rains and cloudy weather condition in Live area.</p>
Indoor safety Precaution	Outdoor safety Precaution

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<p>6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified Electrician / wiremen with adequate size of Wire through MCB as per I.E. Rule</p> <ul style="list-style-type: none"> - Live penal area / bus bar must be isolated for visible warning. - Display Board or Danger Tap must be providing nearer working peripheral area. 	
<p>All workers / labour of contractor & supervisors must use personal protective Equipment (PPE) during the work i.e., gloves, safety belt, Safety shoes, Helmet, First Aid Box etc ,duly approved by GETCO.</p>	<p>All workers / labour of contractor & supervisors must use personal protective Equipment (PPE) during the work i.e., gloves, safety belt, Safety shoes, Helmet, First Aid Box etc ,duly approved by GETCO.</p>
<p>The local earthing must be done at the place of work before execution of any work.</p>	<p>The local earthing must be done at the place of work before execution of any work.</p>

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DECLARATION

Sub. : Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle.

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

- a) I/ we, the undersigned, have read and understand the Tender Specification No. **TCJ/26-27/20** For Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle. Complete with the entire Tender Terms and Conditions.
- b) The price in the bid is firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declares that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.
- d) I/We accept tender TCJ/26-27/20 UNCONDITIONALLY.

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

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Tel. (0288) 2551229 Fax: (0288) 2554403		E-mail: setrjmn.getco@gmail.com	

Format for LOI Letter of Acceptance

(To be submitted on firms letter-head. Duly stamped & signed)

Ref. No. _____

Date : _____

To,
 Superintending Engineer (TR)
 Gujarat Energy Transmission Corporation Ltd
 Circle Office, **Jamnagar**
Jamnagar – 360311

Sub: Letter of acceptance of LOI

Ref:- AT/LOI No: _____, dated _____



Tender No:- TCJ/26-27/20

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the **Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle..** We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,
 Yours faithfully,

for _____

(Authorized Signature)
 Designation _____
 (Official Stamp)

	Gujarat Energy Transmission Corporation Limited		
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	CIN U40100GJ1999SGC036018	An ISO 9001:2015 Certified Company	
Tel. (0288) 2551229 Fax: (0288) 2554403		E-mail: setrjmn.getco@gmail.com	

A/T ACCEPTANCE LETTER: -

(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,
 Superintending Engineer (TR)
 Gujarat Energy Transmission Corporation Ltd
 Circle Office, **Jamnagar**
Jamnagar – 360311



Sub: _____

Ref Order No. TCJ/26-27/20

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

(Signature)

Designation _____

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

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



Ref:-Tender No._TCJ/26-27/20

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

I/We _____ Authorized signatory of M/s. _____ and thereby certified that M/s. _____ and their proprietor/any partner/any director of the firm is not stop deal and /or banned for business dealing and /or black listed by GUVNL/or their any subsidiary company viz. GSECL/GETCO/DISCOM/UGVCL/DGVCL/MGVCL/PGVCL.

Signature of tenderer

Seal of firm

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

To,
The Superintending Engineer [TR]
Transmission Circle,
GETCO, Jamnagar

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.	TCJ/26-27/20
2	Tender ID	
3	Name of Work/Subject	Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR 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)

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Tel. (0288) 2551229 Fax: (0288) 2554403		E-mail: setrjmn.getco@gebmail.com	

(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.),
GETCO, Transmission Circle,
Old power house, Station Plot,
Jamnagar

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,

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CA Certificate

To,
EE / SE
GETCO,
(Location Address)

Sub.: CA Certificate for payment of GST and uploading of the invoice details on GSTN portal during FY _____

This is to certify that M/s (Name of the Party and Address) have completed the work / supply of (Nature of Work) against (Work Order No. and date). It is further certified that the GST charged on the bills of the said work order are paid to Government and accurate & correct details of such invoices are also uploaded on the GSTN portal within the stipulated time. It is further certified that GST charged from GETCO has neither been refunded nor is refund claim pending with GST Department. The details of invoices are as under:

Sr. No.	Order No.	Invoice No.	GST Paid	GST Paid in the month	Division Name and Circle Name

Name of the Firm:

Name of the CA:

Designation:



Membership. No.:

Firm Registration No.

UDIN(Compulsory):

Date:

Place:

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ON STAMP PAPER OF Rs. 300 (Duly Notarized)

(TO BE OBTAINED EACH CONTRACT WISE YEAR WISE)

Date :

To,

Addl. Chief Engineer (Proc.)/Superintending Engineer/Executive Engineer

Corporate Office/Circle Office/Division Office

Respected Sir,



I,.....(Name of the Authorized Signatory) aged aboutyears, in my capacity as(Designation)of M/s.(Name of the seller with address) having PAN..... (10 Digits) do hereby state that GETCO has awarded the order of(Description of supply order/EPC order) having(Order No and Date) and we hereby declare that we, M/s Have aggregate annual turnover of more than/less than (Strike out whichever is not applicable) Rs. 5 Crores in the current financial year and the provisions of e-invoicing under GST Acts are applicable/Not applicable to M/s.

We hereby undertake to comply with all the applicable provisions of e-invoicing under GST Acts and indemnify GETCO for any financial/non-financial loss that GETCO may suffer due to non-compliance of e-invoicing provisions under GST Acts and rules thereunder including non-availability of input tax credit (ITC) of GST to GETCO within the prescribed time limit. (Strike out if not applicable).

For,

(Name of Authorized Signatory)

Designation:

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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 ___2022. I/We Having Registered Office _____ (here in after called "THE CONTRACTOR" which expression shall mean and includes my/our heirs, executors, administrators and legal representatives, successors and permitted assigns) do here by 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 State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Racecourse, Vadodara. (Here in after 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 guide lines as per Annexure-A prepared by the GETCO.

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

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

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

- a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.*
- b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.*
- c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act, 1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be*

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Tel. (0288) 2551229 Fax: (0288) 2554403		E-mail: setrjmn.getco@gebmail.com	

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 → 1Lac	Rs.5000/- + plus Applicable taxes if any
2	Above 1Lac to → 10Lacs	Rs.40000/- + plus Applicable taxes if any
3	10 to 100 Lacs	Rs.100,000/- + plus Applicable taxes if any
4	>100 Lacs	1.0 % of contract value + plus Applicable taxes if any



- 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 here to before given to the GETCO by the CONTRACTOR and this indemnity does not revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.*

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

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

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

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

AND WHEREAS the said materials shall at all times be open for inspection by any officer authorized by the GETCO Now the conditions of the above written bond are such that the contractor shall pay the full amount forthwith to the GETCO in the event of loss, damage or deterioration or whatsoever except due to circumstances arising out of war in respect of the materials supplied by the GETCO and shall fully and effectually indemnify and keep indemnified to the GETCO against such loss, damage and deterioration.

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

THE WITNESS WHERE OF: We the

Said M/S _____

Here to sign at _____

This day _____

(Signature of contractor)

(Seal of Firm)



In the presence of

1. Name _____
address _____

(Signature)

2. Name _____
Address _____

(Signature)

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PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at JAMNAGAR the _____ day of _____ in the Christian Year Two thousand twenty between M/s. _____ (address of office) _____ (here in after 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 Registered Head office at Vidyut Bhavan, Race Course, Baroda 390007 (here in after 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 afore said contractors for _____ as per GETCO's Order No. _____ here in after 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 here under written and all of which said documents are deemed to form part of this contract and included in the expression "The works" wherever here in used, upon the terms and subject to the conditions here in after 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 here in mentioned.

NOW THIS AGREEMENT WITNESSESS AND IT IS HERE BY AGREED AND DECLARED THAT.



- 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 afore said the Board both 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.
- 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 Taxes Applicable if any as applicable for delays and / or any other rights what so ever 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 & Civil / 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:

- GETCO's Tender Specification No. _____ and contractor's offer opened on dated ___/___/ 2022
- GETCO order No. _____ Dtd. ___ / ___ / 2022
- Contractor's acceptance of order vide letter no. _____.

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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, TR Circle, Jamnagar.

In the presence of name, Full address and Signature:

(1) _____

(2) _____

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(On the letter pad of the company)

Date:

Declaration Of Relationship with employee

To,
The Superintending Engineer (AM),
GETCO, Transmission Circle,
Jamnagar

Ref: Tender Notice No.....

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

For the work of

.....

.....



We do not have any type of relationship with any current employees of GETCO.

Yours Faithfully,

For,

(Name of Authorized Signatory)

Designation:

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ON STAMP PAPER OF Rs. 300 (Duly Notarized)
(TO BE OBTAINED EACH CONTRACTWISE YEARWISE)

Date:

Addl. Chief Engineer (Proc.)/Superintending Engineer/Executive Engineer Corporate
Office/ Circle Office / Division Office

Respected Sir,



I, _____ (Name of the Authorized Signatory) aged about _____ years,
_____ in my capacity as _____ (Designation) _____ of
M/S. _____ (Name of the Seller with address) having PAN _____ (10 Digits) do hereby
state that GETCO has awarded the order of _____ (Description of
Supply Order EPC order) _____ having _____ (Order No and
Date) _____ and we hereby declare that we, M/S _____ have aggregate annual
turnover of more than / less than (Strike out whichever is not applicable) Rs. 5.0 Crores in the current financial year
and the provisions of e-invoicing under GST Acts are applicable/Not-applicable to M/s
_____.

We hereby undertake to comply with all the applicable provisions of e-invoicing under GST Acts and indemnify
GETCO for any financial / non-financial loss that GETCO may suffer due to non-compliance of e-invoicing provisions
under GST Acts and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to GETCO within the
prescribed time limit. (Strike Out if not applicable)

For,

(Name of Authorized Signatory)

Designation

	<u>Gujarat Energy Transmission Corporation Limited</u>		
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**To,
The Superintending Engineer (TR),
Transmission Circle Office,
GETCO-Jamnagar.**

Sub: Declaration of conflict of interest among Bidders/Agents



Reference :- Tender Notice No. TCJ/26-27/20

Sir,

I/We hereby declare and confirm that I/We have no any conflict of interest with other bidders/Agents who is participating in this tender as per tender clause ,General condition of contract.

Thanking you.



Stamp & Sign of Agency

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Price Bid

TCJ/26-27/20



Name of Work: - Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle.

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SCHEDULE- B

Name of Work: Bi-Annual Housekeeping Work of Control Room Building and Grass cutting, Antiweed Treatment & Housekeeping of control room, Switchyard, Adjoining office and colony Area at 220KV Motigop S/S under Ranavav TR Division of Jamnagar TR Circle.

Sr.	Description of Item	Unit	Qty	Rate	Amount
1	<p>Cutting, uprooting and removing of grass, shrubs, bushes etc. from area as per priority given by Engineer In-charge (EIC) and also removing unwanted plants like Bordies, Ankadas, Nafatias etc. to be excavated uproots. Also includes disposing off of cut grass, shrubs and unwanted plants outside the premises of GETCO as per instructions of EIC. The rate includes all tools and tackles, equipments, transportation, loading and unloading of cut grass.</p> <p>(Area- 36,372.60 Sq. Mt. x 4 times= 1,45,490.40 Sq. Mt.)</p> <p>2 Rounds / Year Considered.</p> <p>One round shall be completed within 07 days after intimation & Instruction of EIC.</p>	Sq. Mt.	1,45,490.40	1.00	1,45,490.40
2	<p>Supplying and spreading "Round up" (Glyphosphate 41%SL) of approved ISI standard make or equivalent weedicide for weed control in proportion of 100ml weedicide and 250-gram ammonium sulphate, mixing with sticking agent mixed with 10 litres of clean fresh water and second spray with same treatment as stated above after two months and as per manufacturer's specification and as directed by Engineer-in-charge.</p> <p>(Area- 36,372.60 Sq. Mt. x 4 times= 1,45,490.40 Sq. Mt.)</p> <p>2 Rounds / Year Considered.</p> <p>One round shall be completed within 03 days after intimation & Instruction of EIC.</p>	Sq. Mt.	145490.40	2.69	3,91,369.18
3	<p>Engaging unskilled labour for (a) cleaning the road side, shallow gutter brick pitching IPS open area etc. from yard and colony area with Zadu or coco broom incl. collecting the swept material debris etc. and disposing off/away outside the Substation premises with necessary hand cart as directed (Zadu, Coco broom, hand cart etc. required will be brought by contractor at his own cost and shown to EIC) (b) Cleaning of Drainage line of Colony</p>	Day	627	501.50	3,14,440.5

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	1 Labour/Day x 627 Days for 2 Year (1 Week off) = 627 Man days				
4	<p>Cleaning of (a) Staircases from ground floor & terrace of control room (b) Floor of CR, office door-windows, glasses, battery room, etc with broom & potta with phenyl. (c) Drainage pipe line (d) Cleaning of board for single line diagram, notice board, safety board, display board, mas, other wall & ceiling fixtures, etc (e) Cleaning of furniture, lighting and fans.</p> <p>(Zadu, Phenyl, etc. required material will be brought by contractor at his own cost)</p>	Per 100 Sq. Mt.	3,182.40	13.00	41,371.20
	510 Sq. Mtr x 624 Days (2 year) = 3,18,240.00 Sq. Mtr.				
5	<p>Cleaning the underground sump of control room including dewatering, cleaning with material like wire brush, bleaching powder or any cleaning agent and collecting and disposing off the dirty materials in the dustbin as directed by EIC (All required material will have to be brought by contractor at his own cost).</p>	No..	4	1,157.00	4,628.00
	1 No. x 2 times per year x 2 year = 4 No.				
6	<p>Cleaning the existing control room & colony area main septic tank of appropriate size and removal of all deposited settled debris, sludge, sewage thoroughly and disposing the same outside of sub-station area as directed and cleaning the tank neatly for reusing purpose including all tools and tackles, labourers, machinery, if necessary, etc. complete as directed by EIC.</p>	No..	6	3,000.00	18,000.00
	3 No. x 2 times (1 time in a year) = 6 No.				
7	<p>Cleaning the water tank on terrace of the control room and quarters at every three months or as directed including dewatering and cleaning with materials like bleaching powder/cleaning agent, wire brushes and collecting and disposing off the dirty materials into dustbin as directed by EIC. (The all required materials will have to be brought by contractor at his own cost. Due care should be taken for not breaking the ball cock etc.)</p>	No.	10	300.00	3,000.00
	5 No. x 2 times (1 time in a year) = 10 No.				
8	<p>Cleaning of toilet block of control room with cleaning the floor, dedo, WC tub, wash basin, urinal etc. with using necessary acid, phenyl, brushes, coco broom etc. as per instruction of EIC. (The materials such as brushes, broom, acid, phenyl, etc required is to be brought by contractor at his own cost)</p>	No.	1248	12.50	15,600.00

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	2 Toilet Block/Day x 624 Days (2 year) (1 Week off) = 1248 No.				
9	Cleaning of drainage masonry chamber/all pipe lines upto next chamber manually including removing of the sludge outside the Substation premises. The rate is inclusive of tools, tackles, material and labour etc as directed for any size of chamber.	Nos.	30	263.00	7,890.00
	15 No. x 1 times per year x 2 year = 30 No.				
				Total (Rs.) =	9,41,789.28
				GST @ 18 % (Rs.) =	1,69,522.07
				Net Total (Rs.) =	11,11,311.35
Rupees Eleven Lakh Eleven Thousand Three Hundred Eleven and Thirty Five Paise only					

Note: - GST 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

Note:

1	All upkeeping work is to be carried out strictly as per the instruction of E.I.C.
2	All require materials/machine/goods/safety article for upkeeping and housekeeping with grass cutting and anti-weed treatment charge are inclusive with applicable of GST from your end in this work.
3	Contractor has to ensure safe work for upkeeping to comply with labour laws I.E. rules etc.
4	All work for upkeeping charges are inclusive of require goods and machinery , all necessary accessories to the respective work.
5	Contractor should complete transportation/shifting of all labour and require goods and machinery. No extra payment will be given in any case other than this job.
6	No Anti weed treatment in colony Area .For anti-weed spray in switch yard machine shall be arranged by Contractor at his own cost.
7	All the brought out items get to be approved from DE/EE invariably.
8	The execution of all work are to be carried out as per instruction of E.I.C.
9	As above work are base of as & when require.
10	Contractor has to make arrangement for site engineer and skill labors for maintaining all activities and records as per FQP/Inst of EIC. also assisting to staff/Engineer in charge to take.

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11	GST is payable at the rate of Government norms of contract value, which shall be reimbursed on production of proof of such payments made by contractor to the appropriate department.
12	All the work related to the upkeeping, house keeping, grass cutting, anti weed treatment etc. should be carried out as per GETCO'S instruction and standard in respective all location.
13	All work are carried out with Safety rules of IE/IS/GETCO's standard. All procedure of safety nom with safety articles must taken befor start the work at any place in GETCO. Safety Coded cloths must require at working time of all your staff.
14	Successful bidder has to appoint site engineer to maintain site register and FQP/Work resistor as per requirement.
15	Workman welfare cess Act is applicable to GETCO and same is applicable by way of reimbursement to contractors on production of documentary evidence of payment. Contractor shall pay workman welfare cess @ 1% to respective Government Department and same will be reimbursed on production of proof of payment. Contractor get registered under said act (if not registered).

**Superintending Engineer (TR)
Transmission Circle GETCO -
Jamnagar.**