
	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Transmission Circle Office, Jambuva, N.H.No.8, Vadodara-390 014 CIN U40100GJ1999SGC036018 E-mail : setrjambuva.getco@gebmail.com	 आज़ादी का अमृत महोत्सव
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TRANSMISSION CIRCLE - JAMBUVA

Tender No: JTC / 26 -27 / 09 (Web Tender)

NAME OF WORK :

Tender for the work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26.

Technical Bid

Name of Bidder : _____

Tender no: JTC/ 26- 27/ 09 (Web Tender)

Superintending Engineer , Jambuva invites “Offline Tenders” (WEB TENDER) for the “**work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26**” from Only GETCO registered contractor and who has executed work as mentioned in Qualification requirement criteria given in the tender document successfully. Bidders should fulfill the all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened.

Tender Papers & Specifications may be down loaded from GUVNL / GETCO web sites www.getcogujarat.com & www.guvnl.com (For view & download only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. “All the relevant documents of tender to be submitted physically will be received only be Registered Post A.D. or Speed Post addressed to : **The Superintending Engineer , Gujarat Energy Transmission Corporation Limited, Circle Office, 220kv Jambuva s/s compound, N.H.no-8, PO: Jambuva, Vadodara - 390014.**”

“NO COURIERSERVICE OR HAND DELIVERY” will be allowed.

Sr. No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee Rs.	E.M.D. Rs.	Appropriate class
JTC/ 26-27 / 09 (Web Tender)	work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26	01,59,690.58 (incl. GST)	10 Days	190.00 (160.00 + GST applicable 30.00) Non Refundable)	1,600.00	Registered contractor of GETCO

1	Tender offer submission (Download) last date up to 16.00 hours only (This is mandatory)	29.06.2026
2	Physical submission of all the relevant documents, last date up to 16.00 hours by RPAD or SPEED POST only.	01.07.2026
3	Date of opening of Tender fee, EMD cover, and technical bid physical opening at 16.10 Hours.	01.07.2026
4	Tentative Date of opening of Price bid,	Shall be intimated separately.

IMPORTANT:

Validity of tender: 180 Days from the date of opening of Technical Bid.

Bidders are requested to remain in touch with our Web site for extension in date, corrigendum etc. for the above tender's till opening of technical bid,

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

The tenders are to be submitted by the intending bidders with forwarding letter on their letter head showing list of documents attached with the tender duly signed by Authorized Person of their firm, affixing stamp of their firm, in single envelop with two separate sealed and super scribed envelopes as listed below:

Envelope No.1: Technical bid and Post Qualification bid data, details specification.
Envelope No.2: Price Bid.

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

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

The Earnest Money Deposit and tender fee plus GST as applicable will be accepted by **RTGS / NEFT** / Demand Draft on any Nationalized Bank only situated at "VADODARA", drawn in favor of "GUJARAT ENERGY TRANSMISSION CORPORATION LTD." Tender without EMD and tender fee plus GST as applicable shall be rejected. Two separate demand draft for Tender fee and EMD should be submitted with technical bid.

Payment of Tender Fee and Earnest Money Deposit (EMD) :

1) **The EMD and Tender fee plus GST as applicable if paid through RTGS/NEFT**, bidder shall have to submit scan copy of payment made (transaction slip of payment made) with the Tender documents. **Note: Please Mention Tender number during Online Transaction of Tender fee and EMD.**

2) Bidder has to provide following detail on the same date when payment of tender fee and EMD is made at below mentioned e-mail ids :

1. decmcjmbco.getco@gebmail.com
2. nvp.getco@gebmail.com
3. aotr.jambuva@gebmail.com

Sr. No.	Required Details
1	Name & Postal Address of the bidder
2	Contact Detail & e-mail id of the bidder
3	Tender No. with due date
4	Mode of Payment made
5	Ref. ID with Bank Details(UTR number)
6	Amount Paid for Tender fee in Rs.
7	Amount Paid for EMD in Rs.
8	GST Registration No.
9	Pan No.

3) GETCO Beneficiary Bank Details are as under:

Sr.No.	Particulars	Requisite Details
1	Name of Bank	BANK OF BARODA
2	Name of Branch	MAKARPURA VILLAGE BRANCH, VADODARA
3	Branch Code	0634
4	MICR Code	390012031
5	IFSC Code	BARB0MAKARP
6	Name of Account	GETCO , JAMBUVA
7	Account No.	06340200000181
8	GST No.	24AABCG4029R2ZC

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

The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

SUPERINTENDING ENGINEER
GETCO, Transmission Circle,
Jambuva

**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 :

**PART-I - ITB
INSTRUCTIONS TO BIDDERS**

A. INTRODUCTION

1.0 General Particulars

- (A) The Gujarat Energy Transmission Corporation Ltd., Jamnava intends to receive bids for
“Work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jamnava Circle under R&M plan 2025-26” in accordance with Terms and Conditions herein. The bids shall be prepared and furnished, accordingly.
- (B) **PERIOD OF CONTRACT:** The contract will be for **10 Days** from the date of issue of commencement by EE AM Gotri. However, work shall be completed within stipulated outage period as per instruction of EIC.

2.0 Qualification Requirements of Bidders

The tender documents are for two separate bids i.e. **technical bid** (i.e. qualifying bid) and **price bid** (i.e. commercial bid). Following credentials shall be submitted with the technical bid for qualification.

Sr. No.	Qualifying Requirements
1.	Registration :The bidder shall be registered contractor of GETCO
2.	<p>Technical Criteria:</p> <p>1. Bidder shall have executed minimum 01 No. of 66/11KV substation with State or Central Transmission utility or major Industries OR 3 Nos. of 66KV bays i.e. Transformer / Feeder Bays at same or different locations. Substations include minimum two nos. of feeder bays, one no. of Transformer bay. OR Bidder shall have executed minimum 01 job for similar nature of work i.e. Bus Strengthening work at 66kV Class or above voltage class Substation.</p> <p>2. Bidders shall have valid Electrical Contract License and approved vendor of GETCO/STU/CTU, registered under GST Act and Should have CPF/PF Registration Certificate.</p>
3.	<p>Financial Criteria:</p> <p>1) The bidder shall submit the Bank solvency of the amount which is 20% of the total estimated cost of tender.</p>
4.	<p>Additional Documents:</p> <ol style="list-style-type: none"> 1. Electrical Contractor License with latest validation 2. Payment of Tender fee and EMD. 3. GST registration certificate. (Certificate of Provisional GST registration shall not be accepted). 4. Details of Proprietorship / Partners/Directors of the Firm/Company. Partnership deed, MOA, BR, if applicable. 5. Copy of power of attorney as the case may be. 6. PF registration 7. The Bidder should have to submit copy of PAN card. 8. Income Tax returns along with profit Loss and Balance sheet of Last three financial years.

Note :-

- 1) The above-cited requirements are only indicative. The owner reserves the right to requisition any other relevant information and also reserves the right to reject the Bid proposal of any Bidder, if in the Owner's opinion the Qualification data is incomplete and Bidder is not qualified to perform the Contract satisfactorily.
- 2) **Above technical criteria is for technical scrutiny after opening the technical bid. However, the GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.**
- 3) **Bidder shall have to submit all above documents (self -certified/self-verified) with physical Technical bid**

3.0 Bidding Costs

All costs/ expenses in the preparation and submission of the Bid including any post bid discussion; presentation shall be fully borne by the bidder. Owner will not be responsible/liable for these costs irrespective of the course and conclusion of this Bidding.

B. BID DOCUMENTS

4.0 Details of Documents

- 4.1 The following Bid documents apart from Invitation to Bid detail the material and equipment specifications/characteristics, the bidding procedures and the terms & conditions of contract:
- a. Instructions to Bidders (ITB-Part I)
 - b. General Conditions of Contract (GCC-Part I)
 - c. Erection Conditions of Contract (ECC-Part I)
 - d. Special Conditions of Contract (SCC-Part I)
 - e. Technical Specifications (TSP-Part IIA)
 - f. Technical Data Sheets (TDS-Part IIB)
 - g. Bid Form and Price Schedules (BF/PS-Part IV)

5.0 Knowing the Bid Documents

- 5.1 Every intending Bidder is to examine and understand all instructions, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk. Bids not covering / filling & producing the documentary evidence wherever asked may be treated as incomplete and hence rejected without giving any opportunity

6.0 Clarifications on Bid Documents

- 6.1 In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than the date of pre Bid discussion, to the owner in triplicate. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation, All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.
- 6.2 Any verbal/telephonic clarifications and information given by the Owner or his employee (s) or his representative(s) will not in anyway be binding on the Owner.

7.0 Amendment of bidding document:

- 7.1 At any time prior to the deadline for submission of Bids the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).
- 7.2 The amendment will be notified in writing or Fax /web site to all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of Bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.
- 7.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 Language of Bid:

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

8.2 Bid Format

Bidders have to make the Bid in the formats furnished with this Document. Verbatim without adding any printed/typewritten text of their own.

9.0 Local Conditions:

- 9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 Documents comprising the Bid:

- 10.1. The Bidder shall comply the Bid form inclusive of Price Schedule, Technical Data Requirement etc., furnished in the Bidding Documents, indicating for the goods to be supplied and service to be rendered as per bid requirement.
- 10.2. The bidder shall also submit documentary evidence to establish that the bidder meets the Qualifying Requirements as detailed in Bid.
- 10.3. All tender documents/ formats are to be returned completed in all respects and signed by the company authorized signatory wherever specified. All bid documents duly signed & sealed shall be submitted with technical bid.
- 10.4. The bid guarantee shall be furnished in a separate cover in accordance with clause mentioned.

11.0 Scope of the proposal

- 11.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipment erection and other installation services specified under the accompanying Technical Specifications. It will include among others as specified therein the following: -
"work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26."
- 11.2 As specified in the Special Conditions of Contract, no deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.
- 11.3 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected.
- 11.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.

12.0 Bid Price:

- 12.1 The Bidder shall indicate percentage above/below of total bid price indicated in the appropriate price Schedules, enclosed in bid proposal sheets for erection, testing and commissioning, and other services it proposes to furnish under the contract. The % age above/below indicated with GST
- 12.2 The Bidder shall specifically note that the Tenders are invited on percentage rate increase/decrease based in relation to unit rates of tender price schedule.

13.0 Price Basis:

- 13.1 The Price shall be quoted on firm basis.
- 13.2 The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account save for change in quantity. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

14.0 Taxes and Duties:

14.1 Goods and Service Tax (GST):

- 14.1.1 The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. 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, 2017and all related ancillary legislations).
- 14.1.2 You shall have to submit a C.A Certificate& duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.
- 14.1.3 The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Compostion Scheme under GST Act, which should

- be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
- 14.1.4 If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
- 14.1.5 Supplier/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.
- 14.1.6 Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% 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.
- 14.1.7 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.
- 14.1.8 **INPUT TAX CREDIT BENEFIT**
In the event of any statutory increase in the rate of Input Tax Creditand / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.
- 14.1.9 GST, other taxes and other levies and duties including custom duty solely in respect of the transaction between the owner and the contractor under this contract, if any, shall be included in the bid price. These shall also be indicated separately wherever applicable as mentioned in the Tender.
- 14.2 As regards the income Tax, surcharge on income tax and any other corporate tax, including GST if any ,the owner shall not bear any tax liability whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.
- 14.3 Notwithstanding the tax liabilities as per the sub-clause 12.1 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.
- 14.4 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-contractors and will be applicable only to the direct transaction between the contractors and owner. Besides the said statutory variation, no other statutory variation shall be payable by the owner.
- 14.5 The owner's liability for all taxes and duties including GST under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 12.10 para.
- 14.6 If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contractor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.
- 14.7 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the contractor.
- 14.8 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.
- 14.9 Before quoting, the bidder may ascertain from the concerned tax authorities of Government of Gujarat the applicability of Entry Tax, GST in respect of this work and include the same in the quoted price. The

Owner in this regard will entertain no separate claim, as it is the responsibility of the Bidder to pay all these taxes.

14.10 In addition, the conditions detailed under Special Conditions of Contract shall apply.

15.0 Time Schedule:

15.1 The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.

15.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.

15.3 The completion schedule as stated in the special conditions of contract shall be one of the major factor in consideration of the bids.

15.4 **Validity of tender: 180 Days from the date of opening of Technical Bid**

16.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance , in General Terms and Conditions of Contract and in Erection Conditions of this Part-I. Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

17.0 Erection Tools and Tackles:

The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed anywhere else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.

18.0 Bid Security/EMD:

18.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of estimated cost to be paid as under:

EMD either in the form of DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Vadodara

Note: The banks shall be the banks recognized / notified by the Finance department, Government of Gujarat (GOG) from time to time. Payment by Cheque / Co-op Bank Guarantee / Company Guarantee is not permissible.

Payment of Tender Fee and Earnest Money Deposit (EMD) :

1) **The EMD and Tender fee plus GST as applicable if paid through RTGS/NEFT** , bidder shall have to submit scan copy of payment made (transaction slip of payment made) with the Tender documents. Note: Please Mention Tender number during Online Transaction of Tender fee and EMD.

2) **Bidder has to provide following detail on the same date when payment of tender fee and EMD is made at below mentioned e-mail ids :**

1. decmcjmbco.getco@gebmail.com

2. nvp.getco@gebmail.com

3. aotr.jambuva@gebmail.com

Sr. No.	Required Details
1	Name & Postal Address of the bidder
2	Contact Detail & e-mail id of the bidder
3	Tender No. with due date
4	Mode of Payment made
5	Ref. ID with Bank Details(UTR number)
6	Amount Paid for Tender fee in Rs.
7	Amount Paid for EMD in Rs.
8	GST Registration No.
9	Pan No.

3) GETCO Beneficiary Bank Details are as under:

Sr.No.	Particulars	Requisite Details
1	Name of Bank	BANK OF BARODA
2	Name of Branch	MAKARPURA VILLAGE BRANCH, VADODARA
3	Branch Code	0634
4	MICR Code	390012031
5	IFSC Code	BARB0MAKARP
6	Name of Account	GETCO , JAMBUVA
7	Account No.	06340200000181
8	GST No.	24AABCG4029R2ZC

- 18.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- 18.3 The Owner will reject any bid not secured in accordance with Para 20.1 above, as non-responsive. No exemptions are made in the furnishing of the security.
- 18.4 Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or three months from the date of submission of tender whichever is later.
- 18.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee
- 18.6 The bid guarantee may be forfeited.
- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid
- b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)

19.0 Format of Bid:

- 19.1. The Bidder shall prepare only one copies of the bid
- 19.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicating by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 19.3. The Bidders must submit the qualifying data in one original copy as required in this instructions to Bidders in separate envelopes seals and enclosed in the envelope submitting proposals, super scribed as under:

QUALIFYING DATA FOR TENDER _____

TENDER NO.: _____

- 19.4. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 19.5. Bids shall be submitted as under:
 Cover-I Earnest Money Deposit (Bid-Security), Annexure (A), as per relevant clause of SCC duly signed and Contractor's covering letter. Tender fee details (as per tender notice)
 Cover-II Qualifying Requirements.
 Cover-III Technical Bid (PART-I & II)

Must contain conditions and schedules of Part-III without prices and Technical Data Requirement Sheets as per Part-II. (Cover I, II and III will be collectively called Technical Bid).

Price Bid (Shall be submitted in separate sealed cover only.)

20.0 Signature Of Bids:

- 20.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 20.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).

- 20.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 20.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 20.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 20.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 20.7 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

21.0 Sealing and marking of bids:

Cover-I	Bid No
EMD & TENDER FEE	Due date for opening
	Reference of tender fee & earnest money deposit
Cover-II	Bid No
TECHNICAL BID	Due date for opening
	Qualifying Requirements, Technical Bid reference and Required certificate/Documents
Cover –III Price Bid	Price Bid - Price offer including Form of Tender (with four hard copies)

Cover-I & Cover-II ,Cover –III shall be individually sealed and super scribed as indicated above and shall be enclosed in the main cover duly sealed and super scribed as Tender for _____ against Bid No _____ Due on _____ Containing Cover-I & Cover-II,Cover –III of this tender.

The tender in physical form is to be submitted in single copy instead of duplicate mentioned in the tender **(the price bid is to be submitted with the physical documents).**

The Bid shall be submitted by RPAD or through speed post services at the office of the SE(TR) GETCO, Jambuva .Bids submitted should be posted with due allowance for any postal delay. The bids received after the Due Date and Time of opening are liable to be rejected. Telegraphic/Telex/ Fax/ E-Mail Bids shall not be entertained.

- 21.1 The bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "Original"
- 21.2 Bid addressed to the Owner at following address, bearing the bid enquiry number, name of the work and the words "DO NOT OPEN BEFORE....."
- 21.3 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late" or "Rejected".
- 21.4 If the outer envelope is not sealed and marked as required by clauses, the Owner will assume no responsibility for the bid's misplacement or premature opening.
- 21.5 The Bid Security Condition must be submitted in a separate sealed envelope.

BID SUBMISSION:

- 21.6 The Bid shall be submitted by RPAD or through speed post services at following address:

The Superintending Engineer
 GETCO, Circle Office,220kv Jambuva sub-station compound.
 NH -8, Jambuva PIN CODE- 390014, Vadodara

- 21.7 No request from any Bidder to the Owner to collect the Bid from airlines, cargo agent etc., shall be entertained.
- 21.8 Bids must be received by the Owner at the address specified under Clause No. 15.3 not later than the time & date mentioned in the invitation to Bid.
- 21.9 The bids received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, will be rejected and not considered for evaluation.
- 21.10 The Owner may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in which case all rights and obligation on the Owner and Bidders previously subject the deadline will thereafter be subject to the deadline as extended.

22.0 Deadline for submission of bids:

- 22.1 The Bidders have the option of sending the **EMD/ Tender fee cover** by registered post. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.
- 22.2 Bids must be received by the Owner at the address specified under Para 21.3, not later than the time & date mentioned in the Invitation to Bid.
- 22.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 Late Bids

- 23.1 Any bid received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, will be rejected and not considered for evaluation.

24.0 Modification and withdrawal of bids:

- 24.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.
- 24.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 23.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.
- 24.3 No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.
- 24.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION

25.0 Opening of bids by owner:

- 25.1. The owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the invitation to Bid or in case any extension has been given thereto, on extended bid opening date and time notified to all the Bidders who have purchased the bidding document.
- 25.2. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 25.3. The Bidder's names, technical modification, bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in Technical Bid Opening.
- 25.4. The price bids of all the "Techno-Commercial" responsive bidders shall be opened in the presence of representatives, maximum up to two per firm, of such bidders who choose to be present.
- 25.5. The date & time of opening of the Price Bid shall be intimated to all such qualified bidders by Fax/ Telex, at least one week in advance besides inviting final price bid if found appropriate after evaluation of Technical Bids.
- 25.6. The Bidder's name, Bid Price, all discounts if any, modifications in the Price bid and any such other details as the Owner, at his discretion, may consider appropriate, will be announced furnished in the Price Bid Opening.
- 25.7. No electronic recording/ transmitting devices will be permitted during Bid Opening.

26.0 Purpose of evaluation of bids:

- 26.1 The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. **All technically responsive bids shall then be examined to determine the LOWEST EVALUATED COMMERCIALY AND TECHNICALLY RESPONSIVE BIDS.**

27.0 Policy for bids under consideration:

27.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

27.2 Clarification of bids:

To assist in the examination evaluation and comparison of Bids the owner may on his own ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

28.0 Preliminary Examination:

28.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

28.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words 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 Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form for this purpose, 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.

28.3 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 recourse to extrinsic evidence.

28.4 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.

28.5 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 Evaluation of Price Bids:

29.1 Definitions and Meanings:

For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply:-

- a) 'Bid Price' shall mean the price quoted by each Bidder in his proposal for the complete scope of works.
- b) 'Evaluated Bid Price' shall be summation of 'Bid Price', 'Differential Price' and 'Cost Compensation for Deviations.'

30.0 Calculation of differential Price & Cost Compensation for Deviations.

The Differential Price to be added to the Bid Price of each bid during evaluation and comparison shall be derived as under:

Differential Price (DP)= $n_1F_1+n_2F_2+\dots+n_nF_n$, where F_1, F_2, \dots, F_n are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: n_1, n_2, \dots, n_n are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's proposal. The above factors and corresponding units of parameter differential are derived from the Technical Specifications, Data sheets and/or Special Conditions of Contract.

Deviations from the Bidding Documents in so far as practicable will be converted to a Rupee value (D) and from the Bidding Document while evaluating the bids. In determining the Rupee value of the deviations the

Owner will use parameters consistent with those specified in the specifications and documents and or other information as necessary and available to the Owner.

30.1 Comparison of Bids

The bids shall be compared on the basis of lump sum prices (i.e., for erection services to be rendered as quoted by the Bidder) for the entire scope of the proposal as defined in the Bidding Document.

For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:

$$W = Q + DP + D$$

Where

W = Total Comparison Price

Q = Bid Price quoted by the bidder in Indian Rupees (Value Of erection cost including other components if any.)

DP = Different price in Indian Rupees calculated as above

D = Cost compensation for deviations calculated as above.

All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the Contract.

F. AWARD OF CONTRACT

31.0 Award Criteria

31.1 The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

31.2 Further, the Owner reserves the right to award separate contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

32.0 Owner's right to accept any bid and to reject any or all bids:

32.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at time prior to award of contract, any without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

33.0 Notification of award:

33.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause 38 .0, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 20.0.

34.0 Signing of contract:

34.1 At the same time as the Owner notifies the successful Bidder that his bid has been accepted, the Owner will send the Bidder the detailed of Award, incorporating all agreements between the parties.

34.2 Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.

34.3 Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Circle office Jambuva before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be borne by the contractor

35.0 Contract Performance Guarantee:

35.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee in form of Bank guarantee from public sector Indian bank/ Scheduled, Commercial Bank in the form to be furnished and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications.

35.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner : (A) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents (B) The successful bidder further guarantees that the equipment provided by him/ his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy

- free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of Bid documents.
- 35.3 The successful bidder shall have to submit the Security deposit/ performance guarantee in the form of Bank Guarantee worth 5% of the total contract value (End Cost) to cover the entire execution.
- 35.4 The Bank guarantee should be drawn from a Nationalized/Scheduled Bank.
- 35.5 This Bank Guarantee shall be applicable for all the bidders irrespective whether they are SSI/NSIC units.
- 35.6 The above performance guarantee, to be submitted by successful tenderer, towards execution period, is for the satisfactory execution of the contract.
- 35.7 If the full Performance Guarantee amount/ BG is not paid/ submitted within 30 (Thirty) days after the receipt of the order, then the order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of the Corporation) and without into any correspondences and this will be binding on the Tenderer.
- 35.8 The Contract performance guarantee will be discharged without any interest on successful completion of order and only after the performance guarantee condition is fulfilled. The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfilment of the Contract in the prescribed form within fifteen (15) days of 'Notice of Award of Contract'. The performance guarantee(s) shall be as per terms prescribed.

36.0 SECURITY DEPOSITE / CONTRACT PERFORMANCE GUARANTEE

- 36.1 You will have to pay 5 % SD for the entire period of contract. The Security Deposit should be paid within 10 days of placement of LOI in the form of DD / Bank Guarantee of Nationalized Bank acceptable to the company (GETCO) or Government Securities valid for contract period. The original Bank Guarantee shall be kept at Circle Office, GETCO, Jambuva.
- 36.2 BG of following banks will be acceptable.
- a. All nationalized banks including public sector banks IDBI bank Ltd.
- b. Private sector banks authorized by RBI to undertake the state government business, which are (i) Axis bank (ii) ICICI bank (iii) HDFC bank.

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

- 36.3 Payment by Cheque / Co-op Bank Guarantee / Company Guarantee is not permissible
- 36.4 This Bank Guarantee shall be applicable for all the bidders irrespective whether they are SSI/NSIC units.
- 36.5 No interest will be allowed on amount of Security deposit.
- 36.6 The Security Deposit- total shall be kept deposited up to 12 months from the date of commissioning of work. The same shall be released on receipt of N.O.C. from the concerned EE(const./ TR).
- 36.7 This security deposit is for the performance of contract and the same is liable to be forfeited by the GETCO in event of non fulfillment of the terms and conditions of this contract by the contractor.
- 36.8 The SD cum performance bank guarantee towards execution of contract will be returned only on successful execution of guarantee period (12 months) of the contract.
- 36.9 Corporate Guarantees are not admissible.
- 36.10 The 'Signing of Contract 'and 'Contract Agreements' will be done as per prevalent GETCO Terms and Conditions.
- 36.11 A/T shall be issued on receipt of Bank Guarantees, contract agreement & Indemnity Bond within 30 days of issue of LOA.

SECTION- B **TECHNICAL QUALIFICATION REQUIREMENT**

QUALIFYING REQUIREMENT: As mentioned in INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

1. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
2. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere.
3. The scope of work is "**work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26**" 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. Above work shall be carried out in specified outage period, as per the instruction of Engineer –In-Charge.
6. Work shall be executed strictly under safety protocols during specified shutdown period, and Restoration of the system to full functionality post-installation.
7. Successful bidder shall have to arrange Labour Gang along with all necessary equipment, tools, tackles, vehicles, machinery, and any other required equipment from any location to the work site and back (To and Fro) per instance, for the execution of the Replacement of Complete Bus including associated jumpering work during a specified outage period as per the instruction of Engineer –In-Charge
8. **Key Responsibilities of bidder:**
 - Arrange and transport skilled and unskilled labour as per the requirement of the job.
 - Ensure all tools, lifting tackles, safety equipment, and machinery required for the job are available and in safe working condition.
 - Coordinate logistics to and from the site ensuring minimal downtime and efficient resource deployment.
 - Demobilize all personnel and equipment after job completion and hand over the site in clean condition.
9. 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.
10. During the work of Line/SS, safety check list shall be followed. Necessary check list will be available at our field office.
11. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
12. 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.
13. The quantity mentioned in price bid is tentative and may vary in actual work order.
14. As per SE Jambuva instruction, work may carried out at any of the Substation under Jambuva Circle. Successful tenderer shall have make arrangement accordingly

Tentative list of work

(May be changed as per requirement during execution of work)

Sr No	Division Name	Name of SS	Work to be executed
1	Gotri	220KV Gavasad s/s	work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26
	Total	01 no.	

15. The Scope of the work shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
16. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere.
17. Subjected work shall be carried out as per instruction of EE (AM).
18. Work includes replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor crediting dismantled material at 220KV Gavasad s/s as per instruction of EIC.
19. The rate quoted shall be inclusive of dismantling of of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 with hardwares, accessories, jumpers etc. and crediting the dismantled material at 220KV Gavasad s/s and proper stacking of dismantled material. No any extra payment for the same shall be made by GETCO
20. Shutdown and proper isolation of equipment must be ensured before starting the work.

21. Bidder shall have to arrange necessary tools & tackles required for subjected work. No any extra payment for the same shall be made by GETCO
22. All lifting equipment utilized for dismantling, loading and unloading of material must have valid test certificates.
23. Bidder shall have to carry out subjected work with safety and in such a way that there will not be any damage to the man power / equipment's / material to be dismantled. Contractor will be liable for any damage if any caused while working.
24. All workers/labor & supervisors must be use safety equipment [PPE] during the work.
25. Temporary barricading and caution boards must be installed while working at site
26. Contractor will have to complete entire job as per instruction of EIC, if fails, to do so, entire work will be Carried out at contractor's risk and cost
27. In case of any dispute or doubt, the decision of Superintending Engineer, JAMBUVA shall be final and binding to the contractor.
28. If the contractor will fail to arrange to execute the job in time and due to this any revenue loss occurs, the same will be recovered from the contractor.

**PART- I (GCC)
GENERAL TERMS AND CONDITIONS OF CONTRACT**

A. INTRODUCTION

1.0 DEFINITION OF TERMS

- 1.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Gujarat Energy Transmission Corporation Ltd, Vadodara or any of its group companies. I.e. GUVNL,GSECL, MGVCL, DGVCL, PGVCL, UGVCL and shall include its legal representatives, successors and assigns.
- 1.3 'Contractor' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives,successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 1.6 The terms 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be issued to the Contractor under the Contract.
- 1.7 'Works' shall mean and include taking delivery of line materials/ S/S material labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.8 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.10 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 1.11 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 1.12 Site Engineer 'Inspector' shall mean the owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 1.13 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.14 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 1.15 'Date of Contract' shall mean the date on which letter of commencement of work issued by the respective sub division deputy engineer.

- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- A 'Week' shall mean continuous period of seven (7) days.
- 1.17 Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.21 The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.22 'Guarantee Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 1.23 'Latent Defects' shall mean such defects caused by faulty designs, material or work-man- ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.24 'Drawing', 'Plans, shall mean all:
- a) Drawings furnished by the Owner to the Contractor during before execution of work / the progress of the work; and
 - b) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner after duly approved.
- 1.25 'Codes' shall mean the following including the latest amendments and/or replacements, if any:
- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
 - b) Electricity Act 2003 and Rules & Regulations made there under.
 - c) Indian Factory Act, 1948 and Rules and Regulations made there under.
 - d) Indian Explosives Act, 1884 and Rules and Regulations made there under.
 - e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
 - f) A.S.M.E. Test Codes.
 - g) A.I.E.E. Test Codes.
 - h) American Society of Materials Testing Codes.
 - i) Standards of the Indian Standards Institution.
 - j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- 1.26 Words imparting the singular only shall also include the plural and vice –versa where the context so requires.
- 1.27 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 1.28 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
- OR
- 1.29 In addition to the above the following definitions shall also apply.
- a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - b) 'Constructed' shall also mean 'erected and installed'.
 - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.
- 1.30 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 & SGST Act, 2017 and all related ancillary legislations.
- 1.31 Works contract means a contract for composit supply & covered under the definition of works contract as defined under section 2 (119) , of the CGST act , 2017 or SGST act ,2017 & similar provisions, applicable under the UTGST act, 2017 & the IGST act , 2017.

2.0 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.0 STANDARDS

The works carried out under this Contract shall conform to the all statutory regulation and provisions the acts, mentioned in the Technical Specifications, and, when no regulations or standard is mentioned, to the authoritative regulations or standards/ Act, appropriate to the works and such stipulations shall be the latest issued by the concerned institution.

4.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

5.0 CONTRACT DOCUMENTS

5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

- a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Volume- I and the Special Conditions of Contract.
- b) Specifications of the erection of the equipments and other technical services to be provided under the Contract as brought out in the accompanying Technical Specifications.
- c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

5.2 In the event of any conflict between the above mentioned documents the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

6.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

6.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

6.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

7.0 CONSTRUCTION OF THE CONTRACT

7.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a single Contract.

Award shall be placed on the successful Bidder as follows:

For providing services like inland transportation, insurance for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment material equipment/materials given by the owner after observing standard store procedures for transport from owner's stores, insurance, unloading storage handling at site installation testing & commissioning.

- 7.2 In case erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favor of the Owner in the form acceptable to the **SE(TR) GETCO Jambuva** for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of Performa for the Indemnity Bond will be furnished during award of Contract.
- 7.3 The Contract shall in all respects be construed and governed according to Indian Laws.
- 7.4 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

8.0 JURISDICTION OF CONTRACT

- 8.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of **Vadodara** shall have exclusive jurisdiction in all matters arising under this Contract.

9.0 EXECUTION OF CONTRACT:

- 9.1 The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.
- 9.2 The Agreement, unless otherwise agreed to, shall be signed within 10 days of the acceptance of the Letter of Award, at the office the Owner at Jambuva on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 9.3 The Agreement will be signed in copies to be specified and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.
- 9.4 The Contractor shall provide free of cost to the Owner all the Engineering data, drawings, and descriptive materials submitted with the bid, to form a part of the Contract immediately after issue of Letter of Award
- 9.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contractor.

10.0 ENFORCEMENT OF TERMS

- 10.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

11.0 COMPLETION OF CONTRACT

- 11.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'Guarantee' in this section of the Volume-I.

B. GUARANTEES & LIABILITIES

12.0 TIME – THE ESSENCE OF CONTRACT

- 12.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 12.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as field erection activities within five (5) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.
- 12.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

- 12.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed programme in line with the agreed Contract network. Such programme shall be reviewed, updated and submitted to the Engineer every month thereafter.
- 12.5 The above bar charts/ programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

13.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the commencement given by the respective **EE TR** unless otherwise provided in the notification of award.

14.0 PENALTY FOR DELAY

- 14.1 If the Contractor fails to successfully complete the work within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay. The details of such penalty are brought out in the accompanying Special Conditions of Contract (SCC).
- 14.2 Any delay that may take place in work execution beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the delayed work value plus applicable taxes (if any) per week or part thereof, with a ceiling of 10 % of the total contract value plus applicable taxes (if any), detailed in the Special Conditions of Contract (SCC).
- 14.3 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 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.
- 14.4 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO.

15.0 GUARANTEE

- 15.1 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 15.3 If it becomes necessary for the Contractor to rectify or renew any defective portions of the works the provision of this clause shall apply to portion of the works so rectified or corrected until the expiry of **01 year** from the date of such rectification or correction. If any defects are not rectified within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 15.4 The rectification or correction of the work will be carried out free of cost by the Contractor. If any rectification or correction is carried out on his behalf at the site, the Contractor shall bear the cost of such rectification or correction.
- 15.5 The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
- 15.6 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 15.1 through 15.5 above, shall remain till the end of 6 months from the date of completion of guarantee period.

16.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all taxes assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of taxes lawfully assessed against the Contractor for his personal income & property only.

17.0 DEFENCE OF SUITS

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such

cases indemnify and keep the Owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

18.0 LIMITATION OF LIABILITIES

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period or after finalization of material account and final bill and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

19.0 ENGINEER'S DECISION

19.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

19.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision.

Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

19.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

20.0 POWER TO VARY OR OMIT WORK

20.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

20.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

20.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

20.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

20.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.

20.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC of this Volume-I. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

21.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT:

No subletting of contract is allowed. Contractor should carry out work on his own under his or his authorized supervisor and by labours employed by him.

22.0 CHANGE OF QUANTITY

22.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the Special Conditions of Contract.

22.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in Clause 33.0 below. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

23.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of technical information, wherever needed.

24.0 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

25.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF THE CONTRACTOR.

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

26.0 PROGRESS REPORTS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as, charts, net-works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer.

27.0 TAKING OVER

Upon successful completion of work of erection of tower line by the Contractor, the Engineer shall issue to the Contractor a completion Certificate as a proof of the final acceptance of the erected line. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the erected line. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

C. CONTRACT SECURITY AND PAYMENTS

28.0 CONTRACT PERFORMANCE GUARANTEE

The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfillment of the Contract in the prescribed form within fifteen (15) days of "Notice of Award of Contract". The performance guarantee(s) shall be as per terms prescribed.

29.0 PAYMENT

- 29.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.
- 29.2 Currency of Payment
All payments under the Contract shall be in Indian Rupees only.
- 29.3 Terms.
Payment terms will be as prescribed in the special conditions of contract and on fulfillment of conditions specified thereof.
- 29.4 Application for Payment
- 29.5 The Contractor shall submit application for the payment in the prescribed proforma of the Owner. Proforma for application for payment will be as prescribed.
- 29.6 Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the equipment shipped/brought on to the site pursuant to the Contract upto the date mentioned in the application and for the period covered since the last preceding certificate, if any.
- 29.7 Every interim payment certificate shall certify the Contract value of the Works executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.
- 29.8 Mode of Payment
- 29.9 Payment due on completion of work shall be made by the Owner through Owner's Bank or directly to the Contractor as per the payment schedule.
- 29.10 All payments under the Contract shall be made as stipulated in the Special Conditions of Contract after signing the Contract Agreement.

Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.

30.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

D. RISK DISTRIBUTION

31.0 INSURANCE

- 31.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 31.2 Any loss or damage to the material during handling, transportation, storage, erection, and all activities to be performed till the successful completion of commissioning of the line shall be to the account of the

Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

- 31.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 31.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premia which may be available for higher volume or for reason of financing arrangement of the project.
- 31.5 The clause entitled 'Insurance' under the section ECC of this Volume-I, covers the additional insurance requirements for the portion of the works to be performed at the Site.
- 31.6 Special Conditions of Contract details out the various insurance liabilities.

32.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined else where in the Bid document.

33.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

- 33.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

- 33.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Owner shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

34.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, warfare and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

35.0 FORCE MAJEURE

- 35.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 35.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above:

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

36.0 SUSPENSION OF WORK

- 36.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 36.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

37.0 CONTRACTOR'S DEFAULT

- 40.1 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 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 re-contract 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 if entire works have been completed or the price for part of the work 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 pay the balance to the contractor. For facilitating such payment, Owner shall encash the Bank Guarantees of Contactor available with Owner/s and retain such other payment 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.

- 40.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in **Clause 14.0** of this Section.
- 40.3 Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

38.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 38.1 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.
- 38.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

38.3 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 Owner shall be entitled to cancel the Contract as to its incomplete 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.

39.0 FRUSTRATION OF CONTRACT

39.1 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 45.3 below.

39.2 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.

39.3 In the event referred to in sub-clauses 45.1 & 45.2 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.

40.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

E. RESOLUTION OF DISPUTES

41.0 SETTLEMENT OF DISPUTES

41.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

41.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

41.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

41.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

41.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the

case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

42.0 ARBITRATION

(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."

43.0 RECONCILIATION OF ACCOUNTS

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

44.0 "RIGHTS OF THE OWNER:

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

Lien in respect of Claims in other Contracts:

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

b) It is on 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.

45.0 Termination of Contract:

In case of contractor fails to complete the transmission line work or part there of within contractual period or in case the work is found not in accordance with prescribed specification the GETCO shall exercise its discretionary power either:

45.1 To recover, from the contractor as agreed, by way of penalty clause above, or

45.2 To get the work done other contractor after giving due notice to the contractor on account and at the risk of the contractor for such work executed or other similar description without canceling the contract in respect of the works not yet due for completion or

46.0 To cancel the contract.

In the event of the risk works of similar description, the opinion of the GETCO shall be final. In the event of action taken under clause (A) or (B) above, the contractor shall be liable to pay for any loss which the GETCO may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

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.

47.0 MATCHING OF END COST:

In case the GETCO decides to award contract on matching end-cost basis, the bidder has to reduce all the quoted rates proportionately. The reduction on overall basis will not be accepted (i.e. all unit rates of erection schedule shall be reduced proportionately by difference in percentage). The confirmation for matching end cost shall be given within 7 (seven) days from the letter from GETCO.

48.0 TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

- a. The contractor shall pay minimum prevailing rates per day or as may be specified hereafter or rates fixed under the minimum wages Act. Whichever is higher. The wages or very contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in the presence of management representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the representative of the GETCO. Any default will result in cancellation of contract forthwith or also the contractor shall be paid punishable to the extent of Rs.100/- fine per each day.
- b. The contractor shall give his telephone number and address to the GETCO so that in case of labour troubles etc. the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor shall keep himself present through out the working hours.

B. Labour Laws

- A. Person below the age of 18 years shall not be employed for the work.
- B. No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.
- C. Contractor shall maintain a valid labor license under the contract labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.
- D. The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with areas 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.

E. 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 respect 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.

F. 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 labourer which shall be duly verified and approved/certified by the authorized officer of the GETCO.

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

The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. Insurance shall be affected for the entire contractor's employee engaged in the performance of this contract. If any of the work is subject the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees are covered under the contractor's insurance.

(8) The contractor shall employ adequate number of experienced staff at site for dial supervision and for maintenance of various register and records required under the law and contract No. payment for supervision shall be admissible.

(9) Contractor to Identify 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 theretof.

(10) The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.

(11) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.

**PART-I ECC
ERECTION CONDITIONS OF CONTRACT**

1.0 GENERAL

1.1 The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws and others as specified in the special conditions of contract.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration also shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all tower, H-frame, Stringing and other line material brought to the Site for the purpose of erection, testing and commissioning of the line to be erected under the Contract. The Owner shall continue to hold the lien on all such material throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

4.0 CONTRACTOR'S SITE ESTABLISHMENT

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

5.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 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.

8.0 CONTRACTOR'S FIELD OPERATION

8.1 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.

8.2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

9.0 PROGRESS REPORT

9.1 The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site.

9.2 The monthly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOUR

- 12.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.
- 12.2 All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 12.3 In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

13.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

13.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipments; tools, tackles and scaffoldings required for pre-assembly, erection, of the Towers, H-frame, string, earthing etc, covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

13.2 First-aid

- 13.3 The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

13.4 Cleanliness

- 13.4.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

14.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

15.0 FIRE PROTECTION

- 15.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.
- 15.2 All the Contractor's supervisory personnel and select number of workers shall be trained for fire fighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

16.0 SECURITY

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

18.0 MATERIALS HANDLING AND STORAGE

- 18.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

- 18.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.
- 18.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
- 18.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 18.5 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 18.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 18.7 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 18.8 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

19.0 CONSTRUCTION MANAGEMENT

- 19.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 19.2 The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.
- 19.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- 19.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

20.0 FIELD OFFICE RECORDS

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

21.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

- 21.1 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.

21.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

21.3 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.

22.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

22.1 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.

23 INSURANCE

23.1 In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract of this Volume-I, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

23.2 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's Compensation : As per statutory Provisions

Employee's Liability : As per statutory Provisions

23.3 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion.

23.4 The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

23.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

24.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

25.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the Engineer shall not be

disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

26.0 WORK & SAFETY REGULATIONS

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

- a. Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
 - b. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
 - c. Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
 - d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
16. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory

requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.

- | | | |
|---|---|-----------------------------------|
| a. Fatal injury or accident
Causing death | Rs. 1,00,000/- per
person plus applicable taxes (if any) | These are applicable
for death |
| b. Major injuries or accident causing
25% or more permanent disablement
To workmen or employees | Rs. 20,000/-
per person
plus applicable taxes (if any) | injury to any
person, |

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.

27.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

PART-I SCC
SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars :

This part of the Bid Document relates to certain specific/special terms and conditions particular to the Contract. The provisions herein are to be read and understood in conjunction with the relevant provisions elsewhere in the Instructions to Bidders (ITB), the General Conditions of Contract (GCC) and Erection Conditions of Contract (ECC). The intent of provisions herein are specific to this contract and are, in general, supplementary to related provisions under ITB,GCC and ECC. However, in certain provisions which are contrary to those in ITB, GCC and ECC, the provisions in these Special Conditions of Contract will prevail.

2.0 Tender Fee/ Earnest Money Deposit (EMD) :

The EMD and Tender fee plus GST as applicable shall be paid by Demand Draft / Banker's Cheque / NEFT/ RTGS

2.1 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant para elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever.

2.2 The Owner will reject any bid not secured in accordance with Para 18.1 above, as non-responsive. No exemptions are made in the furnishing of the security.

2.3 Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or three months from the date of submission of tender.

2.4 The successful bidders, Bid Security will be discharged upon, furnishing the contract Performance guarantee

2.5 The bid guarantee may be forfeited.

a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:

b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)

2.6 Bidders are requested to pay an earnest money deposit (1% of estimated cost) by demand draft for the amount as specified in the tender notice.

2.7 Tenders not accompanied by EMD shall be rejected.

2.8 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.

2.9 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.

3.0 Validity period: The offers should be valid for minimum period of 180 Days from date of opening of tender (Technical Bid).

4.0 Declaration by Bidder:

The Bidder shall sign the Declaration enclosed to this SCC and not furnishing the same will make the Bid invalid.

5.0 Qualifying Criteria: As mentioned in **Qualifying requirement.**

6.0 SCOPE OF WORK : As mentioned in Qualifying Requirement

7.0 Price Inclusions (including Taxes & Duties):

7.1 Goods & Service tax (GST): GST & Cess as applicable shall be payable/receivable as mentioned in clause 12 of ITB.

7.2 The prices quoted shall be all inclusive of freight, transportation, loading, –unloading & stacking at site of materials supplied by Contractor as well as owner supplied item if any.

7.3 No extra payment toward any type of templates including extension & special tower and erection tools /materials will be made.

7.4 **Evaluation of the tender shall be carried out on end cost basis.**

7.5 Statutory Variations:

Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the GETCO's account subject to the claim being supported

by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the GETCO.

7.6 Income Tax

Income tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor.

7.7 WELFARE CESS:-

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

7.4 GST & welfare tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department as per GETCO & Govt's rules.

7.5 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 born by the contractor.

7.6 Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Circle office Jambuva before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.

7.7 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.

8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT

8.1 You will have to pay 5 % SD for the entire period of contract. The Security Deposit should be paid within 10 days of placement of LOI in the form of DD / Bank Guarantee of Nationalized Bank acceptable to the company (GETCO) or Government Securities valid for contract period. The original Bank Guarantee shall be kept at Circle Office, GETCO, Jambuva.

8.2 The Security Deposit- total shall be kept deposited up to completion of **work finalization of final bill and completion of guarantee period for 01 year**. The same shall be return on receipt of N.O.C. by the concerned Engineer-In-Charge

8.3 BG of following banks will be acceptable.

- (A) Guarantees issued by the following Banks will be accepted as SD on permanent basis.
 1. All Nationalized Banks.
- (B) Guarantees issued by following Banks will be accepted as SD for the period up to March 31, 2027. The validity cut-off date is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.
 1. AXIS Bank
 2. AU Small Finance Bank
 3. Bandhan Bank
 4. City Union Bank

5. CSB Bank
6. DBS Bank India Limited
7. DCB Bank
8. Dhanlaxmi Bank
9. Equitas Small Finance Bank
10. FEDERAL Bank
11. HDFC Bank
12. HSBC Bank
13. ICICI Bank
14. IDBI Bank
15. IDFC First Bank
16. IndusInd Bank
17. Jammu and Kashmir Bank
18. Jana Small Finance Bank
19. Karnataka Bank
20. Karur Vysya Bank
21. Kotak Mahindra Bank
22. RBL Bank
23. South Indian Bank
24. Standard Chartered Bank
25. Tamilnad Mercantile Bank
26. Ujjivan Small Finance Bank
27. YES Bank
28. Ahmedabad Mercantile Co-Op Bank
29. Nutan Nagrik Sahkari Bank Ltd.
30. Rajkot Nagrik Sahkari Bank Ltd
31. Saraswat Co-Operative Bank Ltd
32. SBPP Co-operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co-Op Bank Ltd.
35. The Gujarat State Co-Operative Bank
36. The Surat District Co-Operative Bank
37. The Surat People's Co-Op. Bank Ltd
38. The Baroda Central Co-operative Bank
39. The Panchmahal District Co-Operative Bank
40. The Kalupur Commercial Co-Op. Bank
41. The Rajkot Commercial Co-operative Bank
42. The Banaskantha Mercantile Co-op. Bank
43. Gujarat Gramin Bank

- 8.4 Payment by Cheque / Co-op Bank Guarantee / Company Guarantee is not permissible
- 8.5 This Bank Guarantee shall be applicable for all the bidders irrespective whether they are SSI/NSIC units.
- 8.6 The above performance guarantee, to be submitted by successful tenderer, towards execution period, is for the satisfactory execution of the contract.
- 8.7 If the full Performance Guarantee amount/ BG is not paid/ submitted within 30 (Thirty) days after the receipt of the LOI, then the order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of the Corporation) and without into any correspondences and this will be binding on the Tenderer.
- 8.8 The Contract performance guarantee will be discharged without any interest on successful completion of order and only after the performance guarantee condition is fulfilled. The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfillment of the Contract in the prescribed form within fifteen (15) days of 'Notice of Award of Contract (LOI)'. The performance guarantee(s) shall be as per terms prescribed.

9.0 GUARANTEE PERIOD:

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.

10.0 PENALTY FOR DELAY:

- 10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in work execution beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the delayed work value plus applicable taxes(if any) per week or part thereof, with a ceiling of 10 % of the total contract value plus applicable taxes(if any).
- 10.2 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 contract with the GUVNL and its Subsidiary Companies i.e. GETCO, GUVNL, GSECL, MGVL, 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.
- 10.3 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO.

11.0 COMPLETION PERIOD

The overall time limit is 10 Days from the date of issue of commencement by concern EE AM. However,work shall be completed within stipulated outage period as per instruction of EIC.

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.No mobilization period, idling or stoppage period will be allowed during this period of the Contract.

12.0 Billing and Payment Terms

Payments will be made after observing GETCO general procedures by concerned AM Division after completion of work as under :

- (i) 90% payment of amount claimed covering various activity against R.A. bills duly certified by EIC shall be paid within 30 days from the date of R.A. bill.
- (ii) Balance 10% shall be paid after successful completion of work , settlement of material account statement of items dismantled, credited.The same amount will be release in final bill only and payment will be made only after passing of final bill.

10% retention money will be deducted from each R.A. Bills against material issued to contractor.

10% amount of bill will be retained from each RA bill for the work executed after the scheduled date of completion and on finalization of time limit extension by competent authority, this amount will be released after deducting amount towards the time limit penalty plus applicable taxes (if any).

13.0 Terms of Payment

The payment for work done shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of subjected work.

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 as deemed acceptance of goods or services i.s 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.

14.0 TAKING DELIVERY AND INSURANCE

- 14.1 **The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.**
- 14.4 **STORAGE-CUM-ERECTION INSURANCE:-**

The contractor shall take suitable storage –cum-erection insurance cover at his cost to the extent of 100 % cost of S/S materials, which are required to complete subjected work. Bidder shall have to take the comprehensive Marine cum Erection (MCE) insurance policy against any loss, draft, damage, theft,

pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over the S/S by GETCO. **However, if the work is not completed within the stipulated time limit as mentioned into work order the MCE shall be extended by the contractor up to the work completion and taking over of the line or S/S by GETCO. Moreover, the charge for extension of insurance shall be borne by contractor if the delay is attributed to the contractor. The charge for extension of insurance shall be reimbursed by GETCO to the contractor on production of proof for extension of MCE if the delay is attributed on the part of GETCO.**

The contractor shall deal directly and pursue the claim with the Insurance company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished submitted to engineer-in-charge of GETCO. **No material shall be issued to bidder/erection agency in absence of such insurance policy. The risk shall be covered for lifting of materials from store to final handing over to GETCO. Further in absence of the above insurance policy, R.A. bill payment will be withheld.**

Bidder shall note that storage cum erection insurance is to be taken amounting Rs.4.43 Lakh at his own cost to complete subjected work

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

15.0 **GENERAL CONDITIONS :-**

1. 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.
2. 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.
3. 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) Jambuva.
4. 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.
5. GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
6. No part rate or reduced rate shall be allowed in final bill.
7. 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.
8. 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.
9. 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.
10. The work should be commenced immediately from the date of receipt of instructions from concern AM Division and should be completed within thereafter.
11. 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.
12. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.
13. No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.
14. GETCO will not pay any idle charge for any site conditions or any circumstances.

15. In case of any dispute/ doubt, the decision of SE (TR) Jambuva shall be unchallengeable, final and binding to the contractor.
16. The contractor has to remain in close day to day contact with Engineer in charge of work i.e. **concerned S/S Incharge**, who will issue detailed instruction for the commencement of the work.
17. 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.
18. 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.
19. 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 tender, does not qualifies the tenderer to offer the bid.
20. Tender offer without payment of EMD , Tender fee etc. will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, Jambuva will be final and unchallengeable.
21. The Contractor will be governed by The GETCO's general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the contractor will have to sign this booklet along with other document and agreement. All the usual terms and conditions of the GETCO, through the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the Superintending Engineer shall be binding on the contractor.
22. After completion of the work, all the dismantled materials shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
23. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
24. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage.
25. 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.
26. 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.
27. No subcontractor, Power of Attorney shall be allowed without prior approval of competent authority.
28. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate legal action. 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.
29. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
30. 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.
31. 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.
32. **GETCO will provide electricity during execution of the work free of cost.**
33. The work is to be executed in all respect as per the instruction of EIC as per technical specification by arranging all required materials tools, tackles, equipment's including labours, transportation etc. GETCO will not pay anything extra on this account.
34. The successful contractor shall have to get verified all the dismantled material by the Engineer-in-charge before crediting the same.
35. The contractor should **employee** Supervisor having sufficient qualification and experience who can supervise the execution of work throughout. He should always be present on the site.
36. Cutting, bending, welding, brazing, wherever necessary is to be done by the contractor free of cost.
37. 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.
38. Contractor has to co-ordinate E.I.C. for planning of the work and schedule thereof, so as to complete all the planned work in stipulated time limit. Contractor has to deploy adequate manpower accordingly.
39. 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.

40. Electricity Rules -All the works shall be carried out in accordance with latest rules under Electricity Act.
41. The payment shall be made against the work carried out as per the actual requirement.
42. The successful bidder shall have to arrange for transportation for man & material at his own cost at 220KV Gavasad s/s
43. Contractor shall have to make his own arrangement for all tools, tackles, manpower etc. THE GETCO WILL NOT PAY ANY MOBILISATION CHARGES
44. Contractor will be fully and solely responsible for any shortage, damage, breakages to any materials / Equipment while executing the work. Same 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.
45. The GETCO will not be responsible for any accident, injury etc. to the Contractor's labour or any disability to those persons while execution of the job. Any shortages / loss/ damage to Contractor`s equipment / tools-tackles during execution of work will be liability of the contractor.
46. Contractor shall have to give indemnity bond to GETCO against any possible claim of compensation for damage to GETCO equipment's or staff or any other third party during the execution of whole job. If for any reason, GETCO is called up on to pay any such claim or compensation, the same will be recovered from the contractor's bill anywhere pending with GETCO even at any later date.
47. Contractor must engage sufficient skilled labours and competent experienced supervisory staff for executing the job, so as to avoid unnecessary delay, to complete the work timely and as per requirement of order.
48. The quantities of work to be carried out will be according to the required site conditions. The amount of works executed will be calculated at the rate given in the schedule of order.
49. The competent authority can delete any item in the schedule of Tender if he feels that the rate Quoted by the Contractor for that particular estimate are abnormally high.

SAFETY CLAUSE

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

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

Sr. No	Amount of Contract in Rs.	Penalty amount per person
1	Up to →1 Lac	Rs.5000/- plus applicable taxes (if any)
2	Above1 Lac to → 10 Lacs	Rs.25000/- plus applicable taxes (if any)
3	10 to → 100 Lacs	Rs.100,000/- plus applicable taxes (if any)
4	> 100 Lacs	1.0 % plus applicable taxes (if any)

2. **Reporting:-**

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

3. **Safety Requirement:**

- i) Kick off Meeting exclusively for safety shall be done in each contract in presence of contractor's site in charge and supervisor. Safety document shall be handed over and vital safety norms and key points of safety related to project shall be explained and recorded for commitment by erection contractor. Such records are mandatory for clearing first erection bill.
- ii) During site visit by GETCO official of Executive Engineer and above rank, the following checks during execution of work shall be covered.
 - I. Safety equipment available and utilize.
 - (a) Helmet.
 - (b) Safety belt.
 - (c) Safety shoes.
 - (d) Live line Voltage detector
 - II. Safety procedure adopted.

- (a) Permit to work
 - (b) Earthing at the place of work.
 - (c) Adequate supervision.
- III. T & P physical Check. (Healthiness and Quality)
 - (a) P.P. rope.
 - (b) Wire rope and sling.
 - (c) Earthing rod
- IV. If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/- plus GST as applicable per occasion. (Max.Rs.3000/--for violation of three conditions)
- V. During subsequent visit, if violation is found, then double penalty plus GST as applicable shall be deducted from the bill of the Contractor/Agency.

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THE SEPRESENTS that we, By this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of 2026. 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 hereby binds myself/ ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour 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 as signs) has agreed under the terms and conditions of the contract no. Dated _____ made between and _____ for the contract of the value of Rs _____ inter alia on Production of Safety cum Indemnity Bond.

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

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

And whereas according to the condition of the Contract the CONTRACTOR is under obligation to execute this Safety cum Indemnity Bond before the commencement of actual execution of work Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the guidelines as per Annexure-A prepared by the GETCO.

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

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

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

reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.

- e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR.
- f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

Sr.No	Amount of Contract in Rs.	Penalty amount
1	Up to1Lac	Rs.5000/- plus applicable taxes (if any)
2	Above1Lac to 10Lacs	Rs.40000/- plus applicable taxes (if any)
3	10 to 100 Lacs	Rs.100,000/- plus applicable taxes (if any)
4	>100Lacs	1.0%of contract value plus applicable taxes (if any)

- g. I/We the CONTRACTOR here by 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.

PROFORMA FOR CONTRACT AGREEMENT

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

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

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

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

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms and conditions and stipulations contained in this contract, and in consideration of the due provision, executions, supply and completion of the works agreed to by the contractor as aforesaid the Board doth hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order No. _____.
3. The contract value, extent of supply & erection works, delivery dates , specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and contractor's offer opened on dated _____/_____/2026
2. GETCO order No. _____ Dtd. _____ / _____ / 2026
3. Contractor's acceptance of order vide letter no. _____.
4. Contractor's Partnership Deed dtd. _____.
5. Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

In witness whereof the parties here to have set their hands and seals this day and month, year first above written.

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

For and behalf of M/s. _____

(Signature)

Address: _____

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

i) _____

(Signature)

ii) _____

(Signature)

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)
for and on behalf of Gujarat Energy Transmission Corporation Ltd

In the presence of name, Full address and Signature:

(1) _____

(2) _____

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

KNOW ALL MEN BY THESE PRESENTS that we, Messer's _____ (hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of A/T No. _____ dated _____

_____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of line) _____ and / or if any of the said materials, when inspected by any officer authorized by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnify and at all times keep indemnified the GETCO against all loss, damage and deterioration to the any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.

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

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

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

THE WITNESS WHERE OF: We the

Said M/S _____

(Signature of contractor)

(Seal of Firm)

Hereto signed at _____

this day _____

In the presence of

1. _____ Name _____

_____ address _____

(Signature)

2. _____ Name _____

_____ address _____

(Signature)

ANNEXURE-A
OUR ENDEVOUR - Safety a habit

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

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

Indoor safety precaution	Outdoor safety precaution
The method of work required T&P and Man power should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and Man power should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
<p>Prior to execution of work a joint survey Must be conducted by GETCO supervisor and 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 be live. • Disconnect equipment from supply. • Protect against other live parts. • Take special precautions when close to bare conductors/ Busbar. 	<p>Prior to execution of work a joint survey Must be conducted by GETCO supervisor ,contractor's supervisor and DISCOM supervisor in order to identify the following:</p> <ol style="list-style-type: none"> a. HT/LT line or tap line crossing under Each span of line of the work. b. Isolation point of each line crossing. c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch.
<p>Following safety guidelines are mandatory For all contractors operating in GETCO premises for Electrical, non-electrical & civil 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, "permit to allow to work" must be taken from control room in-charge. 3. Utilizing Electrical / non-electrical equipments, 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. 6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified 	<p>Contractor's supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthing technically prior to give clearance to gang leader for taking up job.</p> <p>While execution of stringing work, the identified line crossing must be isolated /de-energized and written clearance should be obtained from concerned DISCOM supervisor.</p> <p>The isolation of Tap line must be physically seen and verified by Contractor and GETCO supervisor.</p> <p>At D.O. fuse junction contractors person should be posted to ensure that no person restore D.O. supply while work is under execution</p> <p>Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.</p>

<p>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 and sealed / bifurcated with red colour tape for visible warning. - Display Board must hang on LCP panel. - Transformer must be switched off <p>whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person. All wire temporary connection & material whenever erection activity has any connection and disconnection work of bus bar, string bus.</p>	
<p>All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.</p>	<p>All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly approved by GETCO.</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>
<p>11kV breaker in panel must be switched off and racked out only after ensuring no voltage in breaker and without door opening.</p>	<p>Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather condition.</p>
	<p>Transmission line activities.</p> <ol style="list-style-type: none"> 1) Used of Voltage detector to ensure outage. 2) Earthing at three point, local, left & right side of bus bar / string bus. 3) Match line colour code with colour of wristband.
	<p>Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must.</p> <p>Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.</p>

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

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

Ref:-Tender No. _____

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

I/We _____

Authorized signatory of M/s. _____

and thereby certified that M/s. _____

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

Signature of tenderer

Seal of firm

APPENDIX-I

Vendor must fill up below details & should place at the top of the Technical Bid.

1	PRICES: (FIRM ONLY) (Please Specify YES / NO.)	
2	SECURITY TERMS AGREED: (please specify YES / NO)	
3	P.G. TERMS AGREED: (wherever applicable): (P.G. performance Guarantee) (please specify YES / NO)	
4	VALIDITY OF THE OFFER AGREED: (Please specify YES/NO.)	
5	PAYMENT TERMS AGREED: (Please specify YES/NO.)	
6	ITEMS OFFERED:	
7	TELEPHONE NOS. & FAX NO.	
8	Authorized person of the firm	
9	If vendor Registration is done: (Please submit copy of vendor registration approval letter in the EMD cover)	

Annexure-II

Details of experience in last two years from the due date of tender

Sr. No.	Name of s/s	Order reference no. & Date	Order value	Nos. of sub-stations/feeder bays	Due date of completion	Date of completion	Order fully executed Yes/No	Status if order under execution
A	Gujarat Energy Transmission Corporation Ltd.							
1								
2								
3								
4								
5								
B	Other state electricity board							
1								
2								
3								
4								
5								
C	Private Firms							
1								
2								
3								
4								
5								

Annexure-III

List of work completion certificate submitted with technical bid

		Name of the authority by	
Sr.No.	Name of work	whom the work completion	Reference No. & Date
		certificate issued	
1			
2			
3			

SECTION – IV

(DEVIATIONS IF ANY -TO BE GIVEN IN TECHNICAL BID)

SCHEDULE OF DEVIATIONS

All deviation from the General Conditions shall be filled in by the BIDDER clause by clause in this Schedule.

SECTION	CLAUSE NO.	DEVIATIONS

The BIDDER hereby certifies that the above mentioned are the only deviation from General & Technical Terms and Conditions of Contract.

SIGNATURE: _____

DESIGNATION: _____

COMPANY SEAL
COMPANY: _____

ANNEXURE - V

DEVIATION SHEET

Any deviations offered from the terms and conditions of the Offer should be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this page.

Deviation offered to Chapter No, Clause No. of the tender document	Deviation offered

Gujarat Energy Transmission Corporation Ltd.

**APPENDIX – VI
Qualification Requirement.**

Contractor must fill up below details & should place at the top of the Technical Bid.

Sr No:	List of Documents	
1	Registration	Class – with valid up to
2	P.F. No.	GJ/
3	Partnership deed/Proprietor (Notarized copy)	
4	Power of Attorney (Notarized copy)	
5	Bl. Sheet / P&L A/C, Statement of last three years.	
6	Latest Solvency certificate.	Rs. Lacs issued by Bank, branch dtd.
7	PAN NO	
8	GST registration No (Form ST-2)	
9	Experience certificate – form 3A of last 5 years (minimum value of similar work done should be equal to or more than 50% of estimated cost	

Signature of Tenderer
Date :
Place

Company's Round Seal

GUJARAT ENERGY TRANSMISSION CORPORATION LTD



TRANSMISSION CIRCLE
JAMBUVA, VADODARA-390 014

Tender No: JTC/ 26-27 / 09 (web tender)

NAME OF WORK

“Tender for the work of replacement of existing ACSR Twin Zebra conductor of all three phases of 66KV Main Bus section-1 (towards 220 / 66KV TRF-1) by New ACSR Twin Zebra conductor at 220KV Gavasad S/S under Gotri AM Division under Jambuva Circle under R&M plan 2025-26”

PRICE BID

SCHEDULE- B

Sr. No.	SOR 2025-26	Item Description	Quantity	Unit	Rates Rs.	Amount Rs.
1	Part-J2	<p>Replacement of the complete bus (length up to 45 meters, single span) or fly-over bus including associated all jumpers of bus and bay including all related accessories & fitting like hardware, clamp etc during the specified outage period, as per the instruction of Engineer-In-Charge. Detailed Scope Includes:</p> <p>1.Dismantling Work: Complete removal of the existing bus, including Bus conductors, Jumpers, associated fittings and accessories, Insulators and sag-compensating mechanisms</p> <p>2.Installation: Restrunging of the new bus of equivalent or approved specifications complete with all necessary fittings and accessories, Insulators, Sag compensating plates or springs, Connectors and clamps, all associated jumpers for the bus and bay</p> <p>3. Alignment and Testing: Ensuring proper alignment and tension of the new bus, Verifying correct installation of all insulators and fittings, Conducting checks as required by the Engineer-In-Charge.</p> <p>4. Compliance & Safety: Execution of work strictly under safety protocols during specified shutdown period, Restoration of the system to full functionality post-installation.</p> <p>For Twin Moose/ AL-59 /Zebra conductor</p>	1.00	Job Work	66,965.00	66,965.00
2	Part-J6	<p>Mobilization and De-mobilization of Labour Gang along with all necessary equipment, tools, tackles, vehicles, machinery, and any other required equipment from any location to the work site and back (To and Fro) per instance, for the execution of the Replacement of Complete Bus including associated jumpering work during a specified outage period as per the instruction of Engineer –In-Charge</p> <p>Key Responsibilities:</p> <p>1. Arrange and transport skilled and unskilled labour as per the requirement of the job.</p> <p>2. Ensure all tools, lifting tackles, safety equipment, and machinery required for the job are available and in safe working condition.</p> <p>3. Coordinate logistics to and from the site ensuring minimal downtime and efficient resource deployment.</p> <p>4. Demobilize all personnel and equipment after job completion and hand over the site in clean condition.</p>	1.00	Job Work	68,366.00	68,366.00
A) TOTAL Rs.						01,35,331.00
B) Percentage above / below = _____ % of (A) above / Below Amount Rs.						
C) Total quoted price (A + B) Rs.						

D) Add: GST @ _____ on (C) Rs.	
E) Net Amount (C + D) Rs.	
Note : GST and Workers Welfare Cess will be reimbursed on production of documentary evidence of payment made to appropriate Government Taxation Department as per Govt. /GETCO's rules.	

NOTES :-	
1	All work is to be carried out strictly as per the manual of OEM (Original equipment manufacturer), FQP and instruction of E.I.C.
2	All equipment dismantling work charges are inclusive of shifting dragging handling of the respective equipment from 66KV Navagam s/s to 132KV Tilakwada s/s but exclusive of GST
3	Contractor has to ensure safe shifting dragging erection of all equipments to comply with labour laws I.E. rules etc.
4	All dismantling charges are inclusive of removing of clamp connectors, all necessary accessories of the respective equipment's.
5	STORAGE CUM ERECTION INSURANCE :- Bidder shall note that storage cum erection insurance is to be taken at his own cost to complete the scope of subjected work is to be considered Rs.4.43 lakh.
6	Bidder shall have to take the comprehensive Marine cum Erection (MCE) insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, dismantling up to the time of taking over the S/S by GETCO.
7	All the required tools and tackles like compression jointing machine for conductor, earth wire, cutting machine, welding set, drill machine, etc are to be arranged by the contractor at his cost.
8	Contractor should complete transportation within one job as per above schedule. No extra payment will be given in any case other than this job.
9	Contractor has to make arrangement for site engineer and skill labors for maintaining all activities and records as per FQP. also assist staff/Engineer in charge to complete all activities relative to subjected work.
10	After completion of project successful bidder has to submit all the records like detail of material / equipment dismantled to EIC in hard and soft copy for handing over the project.
11	All items / materials to be dismantled shall be in accordance with specified manuals /technical guide lines of the manufacturer and as per instruction of EIC.
12	Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO
13	All work should be done according to ISO & FQP and all require documents including FQP, credit gate pass etc shall be submitted while handing over the s/s.

I/We have read and clearly understood the terms, conditions, schedule`B` and Technical specifications put by GETCO on WEB site.

I/We hereby accept all the conditions and specifications of this tender document and accordingly.
I/We am/are willing to carry out work at _____% Above/ Below of (estimated amount at A) (In words _____% Above / Below) the Estimated rates at (A) mentioned above. Amount of Tender work out as under. Total amount of My Tender Rs. _____ Amt.inRs. _____)

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

Superintending Engineer (TR)
GETCO, JAMBUVA