



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

## Transmission Circle Office Surendranagar

**E-TENDER NOTICE NO: - STC-88-2026**

**Subject: - Work of Porcelain Insulator Strings  
water washing of various 66kV DP & Tower  
lines under AM Division Dhrangadhra.**

**Party's Name:**



**NAME OF WORK: Work of Porcelain Insulator Strings water washing of various 66kV DP & Tower lines under AM Division Dhrangadhra.**

## Index

Sr. No.	Particulars	Page No.
1	Technical Bid	3-54
2	Tender Notice	4
3	Annexure-I	6
4	Annexure-II	7
5	Annexure-III	7
6	Technical Qualification requirement & Financial Qualification requirement	8
7	Scope of work	9
8	Safety clause	10
9	General Commercial Conditions	15
10	Special Commercial Conditions	25
11	Industrial & Labor laws	28
12	Safety Bond	30
13	Indemnity Bond	33
14	Agreement	34
15	Format of BG for SD	36
16	Annexure-1	39
17	Annexure-2	40
18	General Technical Condition	41
19	Special Technical Condition	43
20	Technical Specifications	44
21	A/T Acceptance letter sample	50
22	Annexure-14	51
23	Application for refund of EMD	52
24	Methodology for compensation towards ROW	54
25	Price Bid	55-62



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# Technical Bid

**(Copy of tender Documents Dully signed  
upload in N-Procure)**



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### E-TENDER NOTICE NO: STC-88-2026

Superintending Engineer invites "On line tenders" (e-tendering for **work of Porcelain Insulator Strings water washing of various 66kV DP & Tower lines under AM Division Dhrangadhra.** Tender papers & specifications may be down loaded from web site <https://getco.nprocure.com> (For view, download and online submission) and GUVNL/GETCO web site [www.getcogujarat.com](http://www.getcogujarat.com) (for view and download only)

**All tender documents are to be uploaded through online only (mandatory) on (n) procure portal including scanned copy of duly attested Tender fee, EMD and Integrity Pact. Tender fee, EMD and Integrity Pact are to be submitted physically by Registered Post A.D. or Speed Post addressed to:**

The Superintending Engineer (AM)  
Gujarat Energy Transmission Corporation Limited.,  
Circle office Surendranagar  
66kV Sub Station Compound, Near Shiv Hotel  
Surendranagar- 363002 District: Surendranagar, Gujarat

1	Tender no	STC-88-2026
2	Name of Work	<b>work of Porcelain Insulator Strings water washing of various 66kV DP &amp; Tower lines under AM Division Dhrangadhra.</b>
3	Tender Fee (nonrefundable)	<b>590.00 (500+90 GST)</b>
4	Estimated Cost (with GST)	<b>557224.32</b>
5	Earnest Money Deposit amount	<b>7500 for MSME &amp; 7500.00 for Non MSME</b>
7	On line (e-tendering) tender/offer submission last date up to 16:00 hours only (This is mandatory)	<b>16.07.2026</b>
8	Date of opening of Tender Fee, EMD, and integrity pact on line opening at 16:30 hrs.	<b>As Per N Code</b>
9	Tentative Date of online opening of price bid after 17.00 Hrs.	<b>As Per N Code</b>
10	Prices	<b>Firm basis</b>
11	Validity of Offer	<b>180 days</b>
12	Time limit	<b>12 Months</b>
13	Appropriate/ Registration class	<b>Experience Contractor</b>



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### **IMPORTANT**

1. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original - as specified in tender document) documents with bid and no physical documents to be submitted by bidder.
2. Bidder shall have to made payment of tender fee and EMD through RTGS/NEFT only on or before due date online submission of tender. Tender fee and EMD paid through Demand Draft/Banker's Cheque or pay order will not be accepted and no any further communication in the matter will be entered.
3. Bidders have to submit a Technical bid as well as Price bid in electric format only on above mentioned website till the date and time shown above.
4. Payment details of EMD and tender fee through RTGS/NEFT send to following E-mail address.
  - 1) [aotrsur.getco@gebmail.com](mailto:aotrsur.getco@gebmail.com),
  - 2) [decmsnr@gebmail.com](mailto:decmsnr@gebmail.com)
  - 3) [setrsurendranagar.getco@gebmail.com](mailto:setrsurendranagar.getco@gebmail.com)
  - 4) [cashiersnr.getco@gebmail.com](mailto:cashiersnr.getco@gebmail.com)

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

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

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



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### 5. GETCO Beneficiary Bank detail is as under:

Sr. No.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd
3	Name of Branch	Vadipara Branch, Surendranagar
4	Branch Code	60101
5	MICR Code	363002002
6	IFSC Code	SBIN0060101
7	Name of Account	Current
8	Account No.	66018691486
9	PAN NO	AABCG4029R
10	TAN No	AHMG03594D
11	GST No	24AABCG4029R2ZC

1. In case short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from bidder in physical form.
2. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF from) remain legible and should not be password protected.
3. All the relevant scanned documents as per requirement of the tender are to be upload through online only on n procure portal including Tender fee, EMD and attested Integrity Pact.
4. Tender will be evaluated on Data / Details / Documents of the online offer only.
5. It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.
6. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid.  
(In the absence of required details in the online annexure, the owner has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
7. Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or extension of due date etc.



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8. 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.
9. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Any technical questions, information and clarification that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer (AM), Gujarat Energy Transmission Corporation Limited., Circle office Surendranagar.**

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

**Yours faithfully,  
Superintending Engineer (AM)  
Transmission Circle office  
GETCO Surendranagar**

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

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

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,  
403, GNFC Info tower, S.G. Road,  
Bodakdev Ahmedabad - 380054 (Gujarat)  
Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525),

Phone No. 079-26857315 / 316 / 317, Fax: 079-26857321 / 40007533, Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)



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**Annexure-I**

**Details of the Firm**

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



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**Annexure-II**

**Details of experience in last three years from the due date of tender**

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



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**Annexure-III**

**List of work completion certificate submitted with technical bid**

Sr. No.	Name of work	Name of the authority by whom the work completion certificate issued	Reference No. & Date	3A form attached or not ?
1				
2				
3				
4				
5				



## DECLARATION

### TENDER NO STC- -2026

**Sub: Work of Porcelain Insulator Strings water washing of various 66kV DP & Tower lines under AM Division Dhrangadhra.**

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

- 1) I / we, the undersigned, have read and examined the above tender documents in detail.
- 2) The price components for old-line materials in the bid are subject to firm price basis in line with Tender Specification and stand valid till completion of the contract, if awarded.
- 3) I / we declare that our bid is strictly in line with Tender Specification and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any, found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized Representative of Company / Agency

NAME: \_\_\_\_\_

STATUS: \_\_\_\_\_

Name of tendering Company



## **Technical Qualification requirement**

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

**1. Registration:**

*Bidder shall be strictly a GETCO registered contractor of E-2 and above class.*

**2. Technical criteria:**

**Bidder should have experience of work of water washing for minimum 66 KV & above class EHV Lines. Minimum experience of 500 strings washing in last three years required with work completion certificate of respective department**

**3. The bidder shall have valid Electrical contractor's license.**

## **Financial Qualification requirement:**

**1. Payment of Tender fee and EMD Only RTGS/NEFT.**

**2. Copy of GST Registration. GST No. must be online active**

**3. Copy of PAN Card**

**4. Latest Bank Solvency Certificate of any Scheduled Bank of a sum of minimum 20% of Bid Value.**

**5. Details of partners/ Directors of the Firm/Company. Partnership Deed if applicable.**

**6. Copy of Notarized Power of Attorney as the case may be.**

**7. Duly attested copy of MSME registration (If applicable)**

**8. Copy of balance sheet and profit loss statement/ITR of last three years.**

**9. Declaration of Conflict of Interest.**

**10. Declaration of Relationship with Employee.**

**11. Undertaking of in respect of reference to NCLT under Insolvency & Bankruptcy code. The Undertaking is to be**



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*furnished along with technical bid as per the attached Format.*

**Under Taking**

**Subject: - Work Name including tender No.**

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

-----  
(Seal, Sign & Name of Authorized Signatory of Bidder)

### **HR Qualification requirement:**

#### **1. Copy of PF Registration**

*Above qualification criteria is for techno-commercial-HR 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.*

**NOTE:** Along with above QUALIFICATION requirement, bidder should submit,

- 1. Filled Annexure-14 in company's letter pad.**
- 2. Application for refund of EMD in company letter pad.**
- 3. All documents should be submitted duly self-attested.**

### **No Subcontracting Experience Allowed.**

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



## **SCOPE OF WORK: -**

1. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
2. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere.
3. The scope of work is "**Work of water washing of porcelain insulator string of 66KV DP and Tower lines under Dhrangadhra (AM) Division of Surendranagar Tr. Circle**". "as per standard specification and standard practice of GETCO and as per EIC.
4. The above work shall be done as per GETCO's approved drawing/layout.
5. Necessary field quality plan of GETCO shall be implemented and necessary documentation shall also be maintained as per GETCO's norms and instruction of EIC. If required field quality plan shall be available at field offices.
6. During the work of erection of feeder bay/transformer bay safety check list shall be followed. Necessary check list will be available at our field office.
7. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
8. 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.
9. The quantity mentioned in price bid is tentative and may vary in actual work order.

Contractor Signature with stamp



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### GENERAL INSTRUCTIONS TO THE BIDDERS

a) PART-I Technical and commercial bid. b) PART-II Price bid.

**All the tender Documents with Technical Qualification requirement, Financial Qualification requirement & HR Qualification requirement (Notarized/self-attested copies of original) to be uploaded through online only (Mandatory) on (n) procure portal including tender fee, EMD. The price bid shall be submitted through n-Procure (n code) only and price bid will be opened of those tenderers who are considered technically qualified.**

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

First the EMD and Tender fee will be opened and if the payment for EMD and tender fee are found OK, then only Technical Bid to be Open. Tenders submitted without payment of Earnest Money Deposit by the firm will be rejected without entering in to further correspondence in this regard and no reference will also be made.

The Tenderers are forbidden from furnishing their own printed / typed commercial and other terms and conditions. The Tenderers shall specifically note that the Tenders are invited on percentage basis (FIRM PRICE) only.

The Tenderers shall specifically note that the quantities not mentioned in the Tender and are likely to vary as per the actual requirement. As such, the successful Tenderer shall have to execute the work at the same rates of the order for the changed / increased quantities, if any, without any extra compensation whatsoever.

The tenderers must ensure that all the Schedules are completely filled up in their tenders and that complete information called for is given. Failure to furnish full and complete details or furnishing vague information would make the tender liable for rejection.

The Tenderer shall be deemed to have satisfied himself with all the conditions and circumstances affecting the prices and possibility of executing the work. The bidder shall fix his prices taking into account the site and its surroundings, approach roads etc. No idling / mobilizing / demobilizing / remobilizing or any other type of claim shall be admitted and paid on any part of the work.

The tenderer should fill in all Schedules and submit all the details called for in this specification in prescribed Performa only. The tenderer should submit attested copies of Corporation Resolution of firm / power of attorney authorizing particular person or sign tender and related documents.

The work shall be completed within the period stipulated in the contract. However, it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore, the contractor has to organize & coordinate the works to suit these. In the event of any delay due to the above, or due to any other reason not attributable to the contractor, reasonable extension in the completing



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the work may be given at the discretion & as decided by the GETCO but no compensation or idle charges will be paid to the contractor on this account under any circumstances.

The Contractor shall prepare all required roads to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by GETCO at no extra cost.

No idle charges shall be entertained by GETCO for any site conditions or any circumstances.

Work under this contract shall be completed in all respects within **12 Months** from the date of commencement. However, interim mile stones to be jointly fixed after issue date of commencement.

The tenderer/bidder should note that completion of lines/SS is important and should positively guarantee under penalty clause. The GETCO will not be responsible for any delay on account of correspondence etc. it may be assumed by the Tendered that the orders will be placed within the validity period (in the form of advance order) to proceed with the work.

The tenderers must ensure that the bidding schedules enclosed herewith are completely filled up in their Tenders and that complete information called for is given. Failure to furnish full and complete details or furnish vague information would make the Tenderer liable for rejection.

The works covered by this specification shall be carried out in accordance with and shall be governed by the (Tenderer and contractor for work) GETCO which is appended herewith.

**Offer should be valid for a minimum period of 180 (One Eighty) days.**

**Superintending Engineer (AM)**

**GETCO, Trans. Circle, Surendranagar**



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### GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED BARODA

Date :

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

#### OUR ENEAVOUR

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

#### GETCO COMMITMENT

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

#### PARTY'S COMMITMENT

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

\_\_\_\_\_  
Seal & Signature  
(GETCO Authorized Signatory)

Name :  
Designation :

\_\_\_\_\_  
Seal & Signature  
(Party's Authorized Person)

Name :



### WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. Contractor has to provide ISI marked ELCB / MCB having sufficient capacity of standard make at point of supply.
3. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.
4. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried - out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
5. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
6. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
7. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
8. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
  - a. Satisfy the Engineer that the appliance is in good working condition;
  - b. Inform the Engineer of the max. current rating & voltage of the appliances;
  - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
9. The Engineer will not grant permission to connect until he is satisfied that;
  - a. The appliance is in good condition and is fitted with suitable plug
  - b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.
10. No electric cable in use by the contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
11. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the contractor. While working on electric lines/ equipment, whether live



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- 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 firefighting equipment shall be provided at crucial location.
    - d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
    - e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
  16. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.
    - a. Fatal injury or accident                      Rs. 1,00,000/- per                      These are applicable  
    Causing death                                      person plus GST as applicable                      for death



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

- b. Major injuries or accident causing Rs. 20,000/- injury to any  
25% or more permanent disablement per person person,  
To workmen or employees ~~plus GST as applicable~~

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



## ANNEXURE-A

### OUR ENDEVOUR - Safety a habit

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

<b>Indoor safety precaution</b>	<b>Outdoor safety</b>
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
Prior to execution of work a joint survey Must be conducted by GETCO supervisor and contractor's supervisor for risk assessment. <ul style="list-style-type: none"><li>• Clearly identify the work location, to distinguish between the equipment that is dead and other equipment/part that may be live.</li><li>• Disconnect equipment from supply.</li><li>• Protect against other live parts.</li><li>• Take special precautions when close to</li></ul>	Prior to execution of work a joint survey Must be conducted by GETCO supervisor, contractor's supervisor and DISCOM line man in order to identify the following: <ul style="list-style-type: none"><li>a. HT/LT line or tap line crossing under Each span of line of the work.</li><li>b. Isolation point of each line</li></ul>



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☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

<p>Following safety guidelines are mandatory For all contractors operating in GETCO premises for Electrical, non-electrical &amp; civil works.</p> <ol style="list-style-type: none"> <li>1. The contractors must provide advance planning of work to concerned in-charge of substation in writing.</li> <li>2. Before starting any work whether switchyard, "permit to allow to work" must be taken from control room in-charge.</li> <li>3. Utilizing Electrical / non-electrical equipments, safety rules must be implemented.</li> <li>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.</li> <li>5. Unwanted person including children of</li> </ol>	<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 contractor's person should be posted to ensure</p>
<p>electrician/wiremen with adequate size of wire through MCB as per I.E. Rule.</p> <ul style="list-style-type: none"> <li>- Live penal area / bus bar must be isolated and sealed / bifurcated with red color tape for visible warning.</li> <li>- Display Board must hang on LCP panel.</li> <li>- Transformer must be switched off</li> </ul> <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 &amp; material whenever erection activity has any connection and disconnection</p>	
<p>All workers / labor of contractor &amp; 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 / labor of contractor &amp; supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods,</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>



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	<p>Transmission line activities.</p> <ol style="list-style-type: none"><li>1) Used of Voltage detector to ensure outage.</li><li>2) Earthing at three point, local, left &amp; right side of bus bar / string bus.</li><li>3) Match line color code with color of wristband.</li></ol>
	<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</p>



## **COMMERCIAL TERMS AND CONDITIONS:**

**1. Rate:** The rates may please be submitted as per **Schedule-B**. The rates shall be given both in figures and words. There should not be any over writing and crossing. If any changes are to be done crossing the original writing the same should be countersigned by the tenderer. In case of difference between rates in figures and words the rates most favorable to the GETCO shall be considered which have been quoted.

**2 AGREEMENT:** The successful tenderers will have to execute Agreement and Safety Cum Indemnity Bond on stamp paper of value Rs.300/- at our Transmission Circle Office, Surendranagar before commencement of works as per GETCO's prescribed Performa.

### **1. Earnest Money Deposit:**

1. Bidders are requested to pay an earnest money deposit (**as per GETCO Purchase Policy 2016**) by RTGS/NEFT only on any Nationalized Bank at Surendranagar for the amount as specified in the tender notice. Payment of EMD in form of Cheque or any other form shall not be accepted.
  2. The EMD shall be submitted along with submission of Technical bid only.
  3. Tenders no accompanied by EMD shall be rejected.
  4. If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.
  5. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.
- 2. All the bidders shall be required to pay EMD, they will have to pay EMD compulsory, as prescribed in tender notice, failing which the "bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of preliminary / Technical Bid. Arithmetical error will be rectified on the following basis:**
- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between work and figures, the amount advantageous to the Owner will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD will be forfeited. The bidder should ensure that the prices furnished in various price schedules are consistent with each other.
  - b. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
  - c. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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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 detion of a bid's responsiveness shall be based on the contents of the bid itself without resource to extrinsic evidence.

d. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.

a) **Security deposit:** - The contractor will have to pay the 100.00 % Security Deposit at 5 % of the order value by RTGS/NEFT or demand draft in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD' within 10 days from the date of the issue of LOI, higher percentage of security deposit may be fixed at the direction of The Superintending Engineer. Alternatively, you may pay the entire S.D. (if SD amount is more than 50,000) in the form of B.G. as per approved format of the GETCO issued by Nationalized/Scheduled Bank. B.G. issued by some co-operative bank is acceptable as per listed under.

b) Guarantees issued by following Banks will be accepted as SD on permanent basis;

1. Nationalized Banks.

c) Guarantees issued by following Banks will be accepted as SD for the period up to **31<sup>st</sup> March'2026**. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Axis Bank
2. A U 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 & Kashmir bank



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☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebbmail.com ☎ No. 02752 - 223053

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 Sahakari Bank Limited
31. Saraswat Co-operative Bank
32. SBPP Co-Operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co Operative bank Limited
35. The Gujarat State Co-operative Bank
36. The Surat District Co-Operative Bank
37. The Surat Peoples Co-Operative Bank
38. The Baroda Central Co Operative Bank
39. The Panchmahal District Co-operative Bank
40. The Kalupur Commercial CO Operative Bank
41. The Rajkot Commercial Co Operative Bank
42. The Banaskantha Mercantile Co Op Bank
43. Gujarat Gramin Bank

The security deposit will be refunded only after the completion of guarantee period of 1 year of work done or finalization of final bill whichever is later. **(FDR will not be accepted).**

### **3. SETTLEMENT OF DISPUTE:**

In case of any dispute, the decision of the SE Circle Office, GETCO, Surendranagar will be final and binding to the tenderer. Any dispute or difference arising under and in connection with the contract shall be subject to exclusive jurisdiction of Surendranagar.

### **PAYMENT TERMS UNDER MSME ACT:**

- (1) You have to update your MSME detail on GETCO's website by following link <https://getco.co.in/msme/> (and intimate to concern bill submitting office with copy to this office).



- (2) The payment will be made within 45 days from the **\*date of acceptance** or the **\*\*date of deemed acceptance** of goods or Services i.e. After submission of all required documents as per AT Terms & time to time circular issued by GETCO's Corporate Office as well as statutory requirement to process the Bill.

**\* "Date of acceptance" means**

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

**\*\* "Date of deemed acceptance"**

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

**4. Conditions of Statutory Variation (GST):**

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

**Goods and Service Tax (GST)**

The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted.

Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 18.00 % per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

1% TDS SGST and 1% TDS CGST or 2% TDS IGST on principal amount is applicable with effect from 01.10.2018

### **GST: -**

- (i) Contractor has to submit the GST Registration certificate.
- (II) Contractor should be registered under GST laws which they shall pay the GST for this contract.
- (iii) Contractor has to submit invoice/Challan as documentary proof with each RA bill & Final Bill and in which it shall be specifically mention the nature of service & SAC code under which the amount of GST payable by contractor and payable by GETCO (if any) without fail.
- (iv) GETCO will be withheld the GST x amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor
- (V) The Contractor has to submit invoice to GETCO indicating following.

Name, address and GST registration no. of the service provider Name and address of person receiving the service i.e. GETCO Description and value of taxable service provided.

The total GST payable there on with bifurcation of GST payable by service provider and service receiver. Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTIN No.

### **1. WELFARE CESS: -**

- a. 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 1<sup>st</sup> RA bill
- b. 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.
- c. 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.**
- d. 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.
- e. 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.



f. 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.

**g. Welfare cess shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department as per rules. Payment should be made through cheque only and afterward for 10 Days Bank statement should be produce at the time of reimbursement of welfare cess.**

**If the R.A. Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess.**

#### **RELATIONSHIP WITH EMPLOYEE:**

Every bidder should, at time of submission of bid, give a declaration as under, "If in any Bidder Company / Firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his / her relative as defined in section 2(77) of the Company's Act. 2013 is 10% or more, the tendering Company will not deal with such Company / Firm at all. Tenderer therefore, must specifically disclose the fact in his technical bid. Nondisclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company

#### **Conflict of Interest among Bidders / Agents**

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

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



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



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### **TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS**

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

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

#### **2) Labor Laws**

- (A) Person below the age of 18 years shall not be employed for the work.
- (B) 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 labor (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 labor laws and keep the GETCO indemnified in respective thereof. Some of the major liabilities under various labor 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 labor at the rate as per admissible with the office of commissioner of Labor as per the contract Labor (Regulation and abolition Act.).
  - (iii) License fee as prescribed under the contract labor (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.



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Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

- (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 labor 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 labor laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

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

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

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

The contractor shall have to deposit  $\frac{1}{2}$  % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit.

Linked insurance Scheme with concern Regional Provident Fund Commissioner office.

### **(5) Administrative Charges: -**

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

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

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

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



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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 thereto.

- (10) The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.
- (11) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.

Contractor Signature with stamp



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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### GENERAL TECHNICAL CONDITION:

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

### 10. FIELD OFFICE RECORDS

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



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

### 12. DISCIPLINE OF WORKMEN

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

### 13. CONTRACTOR'S FIELD OPERATION

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

### 14. PROGRESS REPORT

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

### 15. MAN-POWER REPORT

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



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**16. Contract Quality assurance:**

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

Contractor Signature with stamp



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### "GENERAL TERMS AND CONDITIONS OF TENDER"

#### **1.0 DEFINITION OF TERMS**

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

#### **2.0 CONTRACT DOCUMENTS**

2.1 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, the Special Conditions of Contract. and all other documents included under Part-I, Part-II and Part-III.
- b) Specifications of the erection of the equipment's 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) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

2.2 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.

#### **3.0 USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.1 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.

3.2 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.

3.3 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



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site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

- 3.4 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.

#### 4.0 CONSTRUCTION OF THE CONTRACT

- 4.1 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.

- 4.2 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 Executive engineer (TR), 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.

- 4.3 The Contract shall in all respects be construed and governed according to Indian Laws.

- 4.4 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).

#### 5.0 JURISDICTION OF CONTRACT

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

#### 6.0 EXECUTION OF CONTRACT:

- 6.1 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.

- 6.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office the Owner at SURENDRANGAR on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of



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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.

- 6.3 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.
- 6.4 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.

### 7.0 ENFORCEMENT OF TERMS

- 7.1 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.

### 8.0 COMPLETION OF CONTRACT

- 8.1 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

### 1.0 TIME - THE ESSENCE OF CONTRACT

- 1.1 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.
- 1.2 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 design, procurement, manufacturing, shipment and field erection activities within seven (7) days of the date of LOI.
- 1.3 The above bar chart shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

### 2.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the commencement given by the respective construction sub division unless otherwise provided in LOI.



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### 3.0 PENALTY FOR DELAY

1. You shall note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply & erection beyond Contractual period stated shall be subject to the penalty at the rate of  $\frac{1}{2}\%$  per week or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value.
2. 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.
3. If you fail to successfully complete the commissioning within the time fixed under the contract, you shall pay to penalty to GETCO.
4. Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.
5. For the purpose of penalty, contractual obligation shall be completion of all the supply and erection contracts as per time schedule & value of these contracts shall be "Total contract value".

### 4.0 GUARANTEE

- 4.1 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.
- 4.2 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 six (6) months 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.
- 4.3 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.
- 4.4 The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligations under this clause.



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### 5.0 TAXES, PERMITS & LICENCES

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

### 6.0 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.

### 7.0 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.

### 8.0 ENGINEER'S DECISION

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

8.2 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.

8.3 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.



## 9.0 POWER TO VARY OR OMIT WORK

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.



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### 10.0 CHANGE OF QUANTITY

- 10.1 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.
- 10.2 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.

### 11.0 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.

### 12.0 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.

### 13.0 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.

#### 14.0 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.

#### 15.0 TAKING OVER

Upon successful completion of all the tests to be performed at Site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the equipment. 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 equipment. 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.

#### **Submission of Bill:**

**You should forward the RR/TR directly to the consignee along with the triplicate copy of the bill. The original and duplicate copy of the bill along with relevant documents including approved Test Certificate where applicable should be now uploaded on Vendor management System ( VMS) Portal, [www.vms.guvnl.com](http://www.vms.guvnl.com) Including Invoice, Documents which are Digitally Signed by Vendors/Suppliers. The VMS Portal also provides “Real Time” Tracking of Invoice status to monitor the process of Submission and to receive timely updates. Invoice should be forwarded to Concern EE TR Div. Office not to Circle office.**

#### 16.0 PAYMENT

1.1 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.

1.2 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

1.3 Terms.



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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Payment terms will be as prescribed in the special conditions of contract and on fulfillment of conditions specified thereof.

### 17.0 Payment Schedule

#### 1.1 Application for Payment

1.2 The Contractor shall submit application for the payment in the prescribed Performa of the Owner. Performa for application for payment will be as prescribed.

1.3 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.

1.4 Every interim payment certificate shall certify the Contract value of the Works executed up to 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.

#### 1.5 Mode of Payment

1.6 Payment made by **GETCO through RTGS only** directly to Owner's Bank or directly to the Contractor Bank account as per the payment schedule.

1.7 The payment of test charges, if any, payment, taxes and duties (whenever admissible) inland transportation (including port handling), insurance and the erection portion of the Works shall be made direct to the Contractor by the Owner.

1.8 All payments under the Contract shall be made as stipulated in the Special Conditions of Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as specified in the relevant Contract conditions which will interalia include the Material Inspection Clearance Certificate issued by the Owner.

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.

### 18.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses that 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. The Owner to the Contractor shall bill all such claims 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



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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**

#### **1.0 INSURANCE**

- 1.1 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 underwriter 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.
- 1.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment 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.
- 1.3 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.



- 1.4 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.
- 1.5 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.
- 1.6 Special Conditions of Contract details out the various insurance liabilities.

## 2.0 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 elsewhere in the Bid document.

## 3.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

- 3.1 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.

- 3.2 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.

## 4.0 FORCE MAJEURE

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



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

- 4.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force major 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.

### 5.0 SUSPENSION OF WORK

- 5.1 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.

- 5.2 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.

### 6.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 6.1 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.

- 6.2 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.

- 6.3 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



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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.

### 7.0 FRUSTRATION OF CONTRACT

7.1 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.

7.2 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.

7.3 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.

### 8.0 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.

## RESOLUTION OF DISPUTES

### 9.0 SETTLEMENT OF DISPUTES

9.1 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.

9.2 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.

- 9.3 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.
- 9.4 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.
- 9.5 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.

#### 10.0 ARBITRATION

##### **Dispute Resolution Mechanism:**

##### 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 representative of the disputing parties for resolution. The authorized representative 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 party fails 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 Work contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works contracts Disputes Arbitration Tribunal Act 1992.



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### 11.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every **one** month, a statement covering payments claimed and the payments received vis-à-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.



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### PART-I

#### ADDITIONAL GENERAL 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 labor 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 equipment brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment 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 ACCESS TO SITE AND WORKS ON SITE

- 4.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.
- 4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.



- 4.3 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

#### **5.0 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.

#### **6.0 CO-OPERATION WITH OTHER CONTRACTORS**

- 6.1 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.



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### 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/unskilled 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 Labor or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labor 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 OWNER

#### 13.1 Space

Land for Contractor's Store, Workshop etc.

- a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.



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- b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

### 13.2 Electricity:

Power supply will be provided by GETCO free of cost for anti-weed treatment or any other work as per SCHEDULE-B related to this contract only.

### 14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

#### 14.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipment's; tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment 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.

#### 14.2 First-aid

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid. Specially for snake biting or any other insect bite.

#### 14.3 Cleanliness

- 14.3.1 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.

### 15.0 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.



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### 16.0 FIRE PROTECTION

- 16.1 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.
- 16.2 All the Contractor's supervisory personnel and select number of workers shall be trained for firefighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

### 17.0 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 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment erected by the Contractor shall be carried out in presence of contractor and is deemed considered as part of the work completion. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such tests and trials.

### 19.0 MATERIALS HANDLING AND STORAGE

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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



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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.

- 19.5 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.
- 19.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 19.7 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.
- 19.8 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. 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.

### **20.0 CONSTRUCTION MANAGEMENT**

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 The Engineer shall, however, not be responsible for provision of additional labor and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.



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### 21.0 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.

### 22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

22.1 The Contractor shall bring to Site all equipment, components, parts, 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.

22.2 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.

22.3 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.

### 23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

23.1 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.

### 24.0 INSURANCE

24.1 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.



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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### 24.2 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

### 24.3 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.

2.4.4 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.

24.5 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.

### 25.0 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.

### 26.0 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



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Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

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.

### 27.0 WORK & SAFETY REGULATIONS

- 27.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him 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 the Engineer, as he may deem necessary.
- 27.4 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 in this regard.
- 27.5 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 produced as and when desired by the Engineer or by the person authorized by him.
- 27.6 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- 27.8 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. For erection, good and standard quality of material only shall be used by the Contractor.
- 27.9 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by to handle such fuses, wiring or electrical equipment
- 27.10 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- Satisfy the Engineer that the appliance is in good working condition;
  - Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
  - Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

- 27.11 The Engineer will not grant permission to connect until he is satisfied that
- The appliance is in good condition and is fitted with suitable plug;
  - The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 27.12 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 27.13 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 sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 27.14 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 27.15 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.
- 27.16 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in Para 31.18 above 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.
- 27.17 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:
- Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
  - No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

- c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- d) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

27.18 The Contractor shall follow and comply with all 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 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	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	injury to any person, whosoever.

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 Workmen's Compensation Act and rules framed there under or any other applicable 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.

### 28.0 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.



## 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/-
2	Above1 Lac to → 10 Lacs	Rs.40000/-
3	10 to --→ 100 Lacs	Rs.100,000/-
4	> 100 Lacs	1.0 % of contract Value

### 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)



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

- (a) P. P. rope.
- (b) Wire rope and sling.
- (c) Earthing rod

**IV. If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/-per occasion. (Max.Rs.3000/--for violation of three conditions)**

**V. During subsequent visit, if violation is found, then double penalty shall be deducted from the bill of the Contractor/Agency.**

4. The contractor will have to give indemnity bond & safety cum indemnity on stamp paper of Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's equipment or staff or any of third parties during the execution of work.



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



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☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

**ANNEXURE-4**

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

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

Ref: -Tender No. \_\_\_\_\_

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 \_\_\_\_\_ Autho  
rized signatory of M/s. \_\_\_\_\_ and  
thereby certified that M/s. \_\_\_\_\_ and their  
proprietor/any partner/any director of the firm is not stop deal and /or banned for business dealing  
and /or black listed by GUVNL/or their any subsidiary company viz. GSECL/GETCO/MGVCL/PGVCL.

Signature of tenderer

Seal of firm



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

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## ANNEXURE -5

### No deviation certificate

**Sub:**

**Reference: Tender enquiry no.:** / 2026

**Due on date:** / / 2026

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

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.
2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications.
3. Further, I /We also agree that additional conditions / deviations, if any, found in the commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

**Seal of the Firm**

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

**Date:**

**Name:**

**Status:**

**Name of the Tendering Firm / Agency:**



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

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**Annexure-6**

Tender for Supply of \_\_\_\_\_

Tender No.TR/

Due On:

**Firms Letter Head**

Due On:

**CERTIFICATE - "A"**

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

**Seal of the Firm**

Place:

**Signature of the Tenderer**

**With Designation.**

Date:



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

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**ANNEXURE - 7**

**A/T ACCEPTANCE LETTER: -**

**(TO BE SUBMITTED ON FIRM'S LETTER HEAD)**

Ref. No.

Date:

To,

The Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Ltd,

Power House Compound,

Station Plot

Surendranagar – 360 311

Sub: \_\_\_\_\_

Reference:

1. Letter of intent No.: - \_\_\_\_\_

2. Tender No. \_\_\_\_\_

We hereby acknowledge, agree and accept your Tender No. \_\_\_\_\_ and letter of intent No. under reference above with terms and conditions mentioned therein.

(Signature)

Designation \_\_\_\_\_



**Anexure-8 FORM OF BANKER'S UNDERTAKING [COMBINED PERFORMANCE GAURANTEE (PBG) TOWARDS EXECUTION/SUPPLY PERIOD AND GUARANTEE/WARRENTY PERIOD AS PER COMMERCIAL TERMS AND CONDITIONS OF TENDER]**

We, ..... (Name of the bank & address of the branch giving the bank guarantee) having registered office at ..... (Address of bank's registered office) hereby give this bank guarantee no. .... dated ..... and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from beneficiary Company ..... (Name of GUVNL/subsidiary company) or any officer authorized by it in this behalf any amount up to and not exceeding Rs. .... (Amount of COMBINED PERFORMANCE GAURANTEE TOWARDS EXECUTION/SUPPLY PERIOD AND GUARANTEE/WARRENTY PERIOD) (Rupees in words .....) to this said ..... (Full name of GUVNL/Subsidiary company) on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below.

LOA NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

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

NOTWITHSTANDING anything contained herein before our liability under this guarantee is restricted to Rs. .... (Rupees ..... (in word). Our guarantee shall remain in force untill ..... (date of validity of the bank guarantee). Unless demand or claims under this bank guarantee are made to us in writing on or before ..... (date of validity of the bank guarantee). All right or beneficiary under this bank guarantee shall be forfeited and we shall be released and discharged from at liabilities there under.

Place :-

Date :-Please mention here complete postal address of the bank with branch code, Telephone and Fax Nos.	Signature of the Bank's authorized signatory with official round seal
---	---



## Anexure-09

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

To,  
The Superintending Engineer [AM]  
Transmission Circle,  
GETCO, Surendranagar

Date:

Sub: - Application for refund of EMD

Respected Sir,

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

Sr. No.	Description	Detail to be submitted by party.
1	Tender No.	STC- -2026
2	Tender ID	
3	Name of Work/Subject	
4	EMD Amount	
5	EMD DD No., Date of EMD & Name of Bank	
6	Name of Bidder	
7	Contact No.	
8	E-mail address	

**Thanking you, Faithfully yours, (Name & Seal of Bidder)**

(This Performa should be submitted by party **on letter Pad** along with Tech. Bid for RTGS)



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

**Ignore if already submitted to concern office**  
**Anexure-10**

To,  
The Superintending Engineer(Tr.),  
GETCO, Transmission Circle,  
Old power house, Station Plot,  
Surendranagar

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

Dear Sir,

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

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

You are requested to do payment of bills through RTGS / NEFT.  
Thanking you, Yours Faithfully,



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

## Annexure-11

### Confirmation Regarding Site Verification

-----  
**Date:**

**To,**

**The Superintending Engineer (TR)**

**Circle Office,**

**Surendranagar**

**Sub: Confirmation Regarding Site Verification. Ref: Tender No.--\_\_\_\_\_**

**Dear Sir,**

**In context to above reference tender, I hereby confirmed that I have visited the site/sites as mentioned in tender. And after keeping familiar myself completely about site & situation I am applying in tender and accepting all terms and condition mentioned in tender in to.**

**Thanking You.**

**Yours faithfully**

**Authorized signatory Name & signature**

Seal of the Firm  
Signature of the Tenderer



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gmail.com ☎ No. 02752 - 223053

**Annexure-12 ( E invoice)**

ON STAMP PAPER OF Rs. 300 (Duly Notarized)

(TO BE OBTAINED EACH CONTRACTWISE YEARWISE)

Date:

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

Respected Sir,

I, \_\_\_\_\_ (Name of the Authorized Signatory) aged about \_\_\_\_\_ years, in  
\_\_\_\_\_ my capacity as \_\_\_\_\_ (Designation) \_\_\_\_\_ of  
M/S. \_\_\_\_\_ (Name of the Seller with address) having PAN \_\_\_\_\_ (10 Digits) do hereby state that  
GETCO has awarded the order of \_\_\_\_\_ (Description of Supply Order EPC  
order) \_\_\_\_\_ having \_\_\_\_\_ (Order No and Date) \_\_\_\_\_ and we hereby  
declare that we, M/S \_\_\_\_\_ have aggregate annual turnover of more than / less than (Strike out  
whichever is not applicable) Rs. 5.00 Crores in the current financial year and the provisions of e-invoicing  
under GST Acts are applicable/Not-applicable to M/s \_\_\_\_\_.

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

For,

(Name of Authorized Signatory)

Designation:



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



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☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gmail.com ☎ No. 02752 - 223053

**Annexure-13**

**SAFETY CUM INDEMNITY BOND**

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

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ By this SAFETY CUM INDEMNITY BOND Executed on this \_\_\_\_\_ Day of \_\_\_\_\_ 2026. I/We having Registered Office (herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.( hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and \_\_\_\_\_ conditions \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ contract \_\_\_\_\_ no. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the contract of the \_\_\_\_\_ value of Rs. \_\_\_\_\_ interlaid 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



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gmail.com ☎ No. 02752 - 223053

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:



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



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Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gmail.com ☎ No. 02752 - 223053

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

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

(Signature with seal of The CONTRACTOR)

In the presence of:

- 1.
- 2.



## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED



Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road,  
Surendranagar-363002

☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com ☎ No. 02752 - 223053

### Annexure-14

#### PROFORMA FOR CONTRACT AGREEMENT

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

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

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

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

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

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

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

The contract value, extent of supply & erection works, delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered



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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 \_\_\_/\_\_\_/2019
- 2) GETCO order No. \_\_\_\_\_ Dtd. \_\_\_\_\_
- 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) \_\_\_\_\_

\_\_\_\_\_



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## Annexure-15

### Annexure-VII AFFIDAVIT CUM UNDERTAKING

(On Rs.300/- stamp paper duly notarized)

We, Shri \_\_\_\_\_ (names of all partners and POA holder) of M/s. \_\_\_\_\_ (name of partnership firm) having registered place of business at \_\_\_\_\_ do hereby solemnly state and affirm on Oath as under:

That Form G up to last entry dated \_\_\_\_\_ has been submitted to GETCO by us.

That since this Form G is not of current year, it is affirmed that whatever entries specified by Registrar of Firms in this submitted Form G is true and correct and that, there is no any modification or change in any of the partners or other details. It is further affirmed that we are liable & bound to disclose to GETCO immediately, if there is any change and/or modification in partnership of this firm.

That if GETCO finds any undisclosed modification/amendment in partners or other details at any time, then they shall be entitled to take any legal action against us / partnership firm. GETCO shall be empowered to step-deal and /or black-list our firm for any contract, at such instances.

That whatever stated in aforesaid paras and contents therein are true and correct and shall be binding on all the partners of this partnership firm, which includes their heirs, representative, assigness, executors etc.

Hence solemnly affirmed on this \_\_\_\_\_ day of \_\_\_\_\_ months of 20\_\_\_\_ at \_\_\_\_\_.

DEPONANTS

(name & sign of all partners / or POA Holders)

Dated:

Place:



**Declaration of Conflict On Interest**

To  
The Superintending Engineer,  
Transmission Circle Office, Surendranagar  
Nr. Shiv International Hotel,  
Bus Stand Road,  
**Surendranagar - 363002.**

Ref: Tender Notice No.....

With reference to above your tender Notice No.....  
For the work of.....

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

Yours Faithfully,

(Signature of the Tenderer)



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**Declaration of Relationship with employee**

To  
The Superintending Engineer,  
Transmission Circle Office, Surendranagar  
Nr. Shiv International Hotel,  
Bus Stand Road,  
**Surendranagar - 363002.**

Ref: Tender Notice No.....

With reference to above your tender Notice No.....  
For the work of.....

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

Yours Faithfully,

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**

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**NAME OF LINE REQUIRED WATER WASHING OF INSULATORS UNDER  
DHRANGADHRA DIVISION**

<b>SR. NO.</b>	<b>NAME OF 66 KV LINES</b>	<b>LOCATION</b>	<b>NO. OF STRING</b>
1.	66 KV HALVAD-GHANSHYAMPUR LINE	55	216
2.	66 KV HALVAD-GHANSHYAMGADH LINE	25	96
3.	66 KV HALVAD-DHAWANA LINE	92	393
4.	66KV CHANDRAGADH –KAVADIYA LINE	31	147
5.	66KV KAVADIYA CHULI LINE	52	165
6.	66 KV HALVAD-CHANDRAGADH LINE	82	369
7.	66 KV GHANSHYAMPUR-BHALGAMDA LINE	55	207
8.	66 KV DIGHADIYA-SARA LINE	75	285
9.	66 KV BHALGAMDA-DHIGHADIYA LINE	33	180
10.	66 KV SARA-VIRPAR LINE	45	198
11.	66 KV HALVAD-MALANIYAD LINE	78	351
12.	66 KV DUNGARPUR TAP LINE	30	111
13.	66 KV HALVAD-MERUPAR LINE	132	150
14.	66 KV Dhrangadhra-Narali Line	81	339
15.	66 KV Dhrangadhra-Baisbgadh Line	65	257
16.	66KV Dhrangadhra-Khodu line	58	309
17.	66KV Dhrangadhra-Kantavav line	15	72
18.	66 KV Dhrangadhra-Hirapur Line	39	185
19.	66 KV Hirapur-Ramgadh Line	39	185



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20.	66 KV Rajsitapur- Ramgadh Line	42	204
21.	66KV Kantavav Khodu line	49	243
22.	66 KV Jiva- Baisabgadh Line	65	257
<b>Total</b>		<b>1238</b>	<b>4919</b>

NOTE: - THE ABOVE QTY. MAY BE CHANGE AS PER ACTUAL.

- NOTE: - (1) Washing of insulators shall be carried out whenever required/during the dry spell.  
Result oriented washing will require sufficient quantity of water which will have to be Arranged by the contractor.
- (2) At the time of emergency for replacement of insulator, the contractor has to deviate the gang from his routine work to site. This includes mobilization and odd hours working of their labor.
- (3) Washing shall be invariably done from each cross bottom sequence. –middle- arm and it will be from top.
- (4) Agency will have to deploy adequate resources so, as to complete the work within the stipulated time as fixed by GETCO.
- (5) **Agency have to carried out work in other Division as per requirement of GETCO.**



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**Transmission Circle Office  
Surendranagar**

**PRICE BID**

**(TO BE SUBMITTED ONLINE)**

**E-TENDER NOTICE NO:- STC-88-2026**

**Subject: - Work of Porcelain Insulator Strings water washing of various 66kV DP & Tower lines under AM Division Dhrangadhra.**



**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**



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**SCHEDULE – B**

<b>Name of Work:</b> Work of Porcelain Insulator Strings water washing of various 66kV DP & Tower lines under AM Division Dhrangadhra.					
Sr. No.	Description	Qty.	Rate	Unit	Amount- Rs.
1	WASHING OF TENSION OR SUSPENSION INSULATOR STRING OF 66 KV H-FRAME/ TOWER LINE BY PRESSURIZED CLEAN WATER WITH SPECIAL PRESSURE PUMP / GATOR PUMP.	4919	96	NO.	472224
<b>Total</b>					<b>472224</b>
<b>GST @ 18% ON BASIC VALUE</b>					<b>85000.32</b>
<b>Total</b>					<b>557224.32</b>
<b>Five Lakh Fifty-Seven Thousand Two Hundred Twenty-Four Rupees and Thirty-Two Paise Only.</b>					

**Note: (1) WORKER WELFARE CESS WILL BE REIMBURSED ON PRODUCTION PROOF OF DOCUMENTARY EVIDENCE OF PAYMENT MADE TO APPROPRIATE GOVERNMENT TEXATION DEPARTMENT AS PER GOVT / GETCO'S RULES.**

**(3) CONTRACTOR WILL HAVE TO FOLLOW THE WHATEVER GUIDELINE WILL BE ISSUED BY GETCO CORPORATE OFFICE & AS PER GOG NOTIFICATIONS.**

I/We am/are ready to carry out the above work ..... % above/below, (In word

.....

..... % above/below) of schedule rate of GETCO.

Seal & Signature of the Tenderer

Superintending Engineer (AM)  
Transmission Circle Office, SURENDRANGAR