



GUJARAT ENERGY TRANSMISSION CORPORATION LTD
TRANSMISSION CIRCLE
P. O. Maktampur, BHARUCH-392 012
Telephone No. (02642) 227306 Fax No. (02642) 227303
Email: setrbharuch.getco@gebmail.com
Corporate Identity No (CIN): U40100GJ1999SGC036018
Reg. office:- Corporate Office, GETCO, Race course, Vadodara



Tender notice no. : TCBRH/26-27/E-118

Name of Work :

“Tender for Bi- Annual Rate Contract for Emergency Power Restoration Work of 400/220/132/66kV lines under Bharuch Transmission Circle”.

TECHNICAL BID

GENERAL TERMS & CONDITIONS

WITH TECHNICAL BID

(TO BE SUBMITTED ONLINE – N-Code Only)

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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TENDER NOTICE No: **TCBRH/26-27/ E-118**

SE (TR) Bharuch invites “On line Tenders” (e-tendering) for the works of following items. Tender Papers & Specifications may be down loaded from Web site <https://tender.nprocure.com> (For view, down load and on line submission) and GUVNL/GETCO web site www.gseb.com & www.getcogujarat.com (For View & down load only). Tender fee including GST may be paid along with submission of tender with EMD in online form only for respective tender. “All the relevant documents of tender to be upload (Notarized/self-attested copies of original-as specified in tender document) through online only (mandatory) on (n) procure portal including tender fee & EMD. **Tender fee & EMD are to be submitted in online form only**. **“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.**

All the bidders, in respect of tender item must have vendor registration with the GETCO viz. prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened.

Sr. No.	Description	
1	Tender No.	TCBRH/26-27/E-118
2	Works of	Bi- Annual Rate Contract for Emergency Power Restoration Work of 400/220/132/66kV lines under Bharuch Transmission Circle.
3	Estimated cost with GST in	48,98,511.58
4	Tender Fee (non-refundable)including GST	Rs. 1180 {1000 + 180 (18% GST) }
5	Earnest Money Deposit amount in	Rs. 48,985.00
6	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory)	As per Schedule
7	Date of opening of Tender fee, EMD cover, Vendor registration and technical bid on - line opening at 16.00 Hours.	As per Schedule [Tentative]
9	Tentative Date of on - line opening of Price bid, (if possible), at 11.00 Hours	Shall be intimated separately
10	Prices	Firm
11	Time Limit	24 Month
12	Validity of Bid	180 days

IMPORTANT:

1. All tender documents, scanned copies of original (Notarized / self-attested copies of original - as specified in tender document) documents with bid and no physical document including EMD and Tender Fee to be submitted by the bidder .
2. Bidder has to submit tender fee , EMD in form of RTGS/NEFT/ONLINE only as per date shown in table.
3. In case of Short submission of document with bid and or clarification required if any required from the bidder
4. It is mandatory for all the bidders to submit their tender documents by on - line (E-tendering) in schedule time. If tender documents submitted physically in that case the same tender will not be considered.
5. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible (readable) and should not be password protected.
6. All the Appendices, forms, formats, declaration, undertaking, etc (To be submitted on bidder’s letterhead), Tender acceptance letter (on bidder’s letterhead), price bid, tender documents specified in the tender must be submitted through online on n-procure portal (mandatory) (All the documents to be duly self-attested by the bidder). For any differences or wrong entry bidder shall be sole responsible for that documents.
7. Tender will be evaluated on Data / Details / Documents of the online offer only.

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8. The bidders are required to upload complete technical bid duly filled, sealed & signed by bidder (all the appendices (annexure)/forms etc). This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming/attached in bid/refer physical offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in Technical bid (In the absence of required details in uploaded tender documents, technical bid, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation).
9. In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation
10. **Payment of Tender fees & Earnest Money Deposit EMD. Amount should be paid by Online-payment. Payment of Tender Fees & EMD by RTGS/NEFT/on line only.** In case of payment through RTGS/NEFT bidder has to mail following details:

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

To:

- a. setrbharuch.getco@gebmail.com
- b. dec2bharuch.getco@gebmail.com
- c. aobharuchaccount.getco@gebmail.com
- d. cashierbharuch.getco@gebmail.com

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

❖ GETCO Beneficiary Bank detail is as under:

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	71420200000168
3	Name of Bank	BANK OF BARODA
4	Branch Code	STABRO
5	Address of Bank	Shalimar Complex, Station Road, Bharuch-392002. Gujarat
6	IFSC Code	BARB0STABRO
7	PAN No	AABCG4029R
8	TAN No	BRDG01026E
9	GST No	24AABCG4029R2ZC

11. Bidders are requested to remain in touch with the website for any amendment/ corrigendum or extension of due date etc.
12. Tender without EMD and tender fee plus GST as applicable shall be rejected.
13. 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.
14. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

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15. As per new guideline -It is mandatory to use CBud app.

- (1) To do any type of digging only after prior intimation through “Call Before U Dig” App & as per its term & condition.
- (2) To use the App before commencing any type of digging anywhere in the state

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, Circle office, Bharuch. GETCO reserves the right to reject any OR all tenders without assigning any reasons thereof.

Yours faithfully,
Superintending Engineer ,
GETCO, C.O., Bharuch

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

Part - I: Commercial Terms & Conditions

Part - II: Technical Specifications & GTP'S, Schedule “A” indicating the quantities & items, drawing if any.

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

Note: In case bidder needs any difficulty in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:(n) Procure Cell, (n) code solutions-A division of GNFC Ltd., 403, GNFC Infotower, S.G. Road, Bodakdev Ahmedabad - 380054 (Gujarat) Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) , Phone No. 079-26857315 / 316 / 317, Fax: 079-26857321 / 40007533, Email: procure@gnfc.net.



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**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA**

Date :

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

OUR ENEAVOUR

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

GETCO COMMITMENT

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

PARTY'S COMMITMENT

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

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

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

Name :
Designation :

Name :

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Tender No. TCBRH/26-27/E-118

Sub: **Bi- Annual Rate Contract for Emergency Power Restoration Work of 400/220/132/66kV lines under Bharuch Transmission Circle.**

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) 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

SEAL / STAMP



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ANNEXURE - 1

DETAILS OF THE FIRM

NAME OF THE FIRM:		
A		
1	Address of Registered Office	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos. (Office and Residential)	
6	Fax No.	
7	Telegraphic code	
B		
1	Address of works	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos. (Office and Residential)	
6	Fax No.	
7	Telegraphic code	
8	Email Address	



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ANNEXURE - 2

DETAILS OF THE EXPERIENCE FOR ERECTION WORK IN LAST **THREE YEARS FROM THE DUE DATE OF TENDER:**

Sr No	Name of Transmission line	Order reference no. & Date	Order value	Length of line	Date of completion	Order fully executed Yes/No	Status if order under execution
A	Gujarat Energy Transmission Corporation Ltd., GETCO:						
1)							
2)							
3)							
4)							
5)							
B	OTHER STATE ELECTRICITY BOARD:						
1)							
2)							
3)							
4)							
5)							
C	PRIVATE FIRMS:						
1)							
2)							
3)							
4)							
5)							



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ANNEXURE-3

List of work completion certificate submitted with technical bid

Sr no	Name of Work	Name of Authority by whom work completion certificate issued	Reference no. & Date
1			
2			
3			
4			
5			

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Qualification Requirement

To be qualified for award, the bidder shall provide following satisfactory evidence to the Owner of his capability and adequacy of resources:

Sr.No.	Qualifying Requirements
1.	Registration : The bidder shall be strictly a GETCO register contractor of any class
2.	<p>Technical Criteria:</p> <p>1. The Bidder should have erected transmission lines including stringing of conductor and earthwire of 66kV and above class lines on Towers/H-frame</p> <p>For line length less than 05 RKM: Minimum 10 RKM line in last 03 financial years- Bidder must have work experience of 400kV class as mentioned in the tender document or above KV class line for conductor/EW/insulator replacement.(Work Order Copy and 3A certificate to be submitted for</p>
3.	<p>Financial Criteria:</p> <p>1) The bidder shall submit the Bank solvency of the amount which is 20% of the total estimated cost of tender.</p>
4.	<p>Additional Documents:</p> <ol style="list-style-type: none"> 1. Electrical Contractor License with latest validation 2. Payment of Tender fee and EMD [RTGS/NEFT]. 3. GST registration certificate. (Certificate of Provisional GST registration shall not be accepted). 4. Nature of Firm: Details of Proprietorship / Partners/Directors of the Firm/Company. Partnership deed, MOA, BR, if applicable. 5. Copy of power of attorney as the case may be. 6. PF registration 7. The Bidder should have to submit copy of PAN card. 8. Profit & Loss Account Statement: Financial turn over for last three years shall be submitted along with bid duly approved by chartered accountant & IT returns along with profit Loss and Balance sheet of Last three financial years. 9. Labor License: Bidder has available labor licensee for his firm as per Govt. rules. Registration of Workers Welfare Cess. 10. List of Tools & Tackles: Bidders mentioned available tools with requirement of work.

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.



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CHECK LIST OF DOCUMENTS SUBMISSION

TABLE-A		
Mandatory to upload on-line only (pdf file)		
No.	Particulars	Check Mark
1	Scan copy of online payment receipt of Tender fee & EMD	
2	All Pages of Technical Bid with Bidder Signature and Rubber Stamp (encouraged for digitally signed)	
3	Registration document as Approved Contractor in Appropriate Class	
4	Work completion certificate in Form No.3A (Experience Certificate as main contractor) only as Per Qualification Requirement	
5	Bank Solvency Certificate	
6	Provident Fund Code Number Documents	
7	GST Registration Number Documents	
8	Income Tax Return, Profit Loss Accounts and Balance sheet of Last Three Financial Years	
9	Nature of Firm:	
	Partnership deed/Latest Form-G/ POA/Authorized Signatory Certificate for Partnership	
	Self-Affidavit/POA/Authorized Signatory Certificate for Proprietorship	
10	PAN Number Document	
11	Filling all Annexure	
12	Electrical Contractor license	



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E-TENDER FOR THE WORK OF

Bi- Annual Rate Contract for restoration of various 66kV Class Transmission lines, damaged due to natural calamity / any other abnormality under various transmission divisions of Bharuch Circle.

Index

- Instructions to Bidders
- General Conditions of Contract
- Erection Conditions of Contract
- Special Conditions of Contract
- Technical particulars
- Forms & Appendices to be filled in by the bidders.

PART - I

GENERAL TERMS & CONDITIONS WITH COMMERCIAL BID

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Particulars


1.1 The Gujarat Energy Transmission Corporation Ltd., Bharuch hereinafter called 'GETCO' / 'OWNER' intends to receive bids for **Bi- Annual Rate Contract for Emergency Power Restoration Work of 400/220/132/66kV lines under Bharuch Transmission Circle**.as detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Qualification Requirements of Bidders

2.1 To be qualified for award, the bidder shall provide following satisfactory evidence to the Owner of his capability and adequacy of resources:

- a) He is a qualified and registered contractor of GETCO who is regularly executing jobs of **Bi- Annual Rate Contract for Emergency Power Restoration Work of 400/220/132/66kV lines under Bharuch Transmission Circle** including all works in the scope of the tender specification and has adequate technical knowledge and practical experience (the Bidder shall submit documents defining legal status, registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder, performance record as contractor for erection of equipments in the last three years and details of works on hand in the past three years & contracts on hand.
- b) He has adequate financial capability and stability to meet the financial obligations arising out of the scope of works.
- c) In addition, the Qualifying Requirements if any, in the 'Special Conditions of Contracts 'shall also be applicable.
- d) The registration with P.F. authority and labor license as per GETCO norms is mandatory

2.2 The above cited requirements are only indicative. The owner reserves the right to requisition any other relevant information and also **reserves the right to reject the Bid proposal of any Bidder, if in the Owner's opinion the Qualification data is incomplete** and Bidder is not qualified to perform the Contract satisfactorily.

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3.0 Bidding Costs

All costs/expenses in the preparation and submission of the Bid (including any post Bid discussions/presentations) shall be fully borne by the Bidder. Owner will not be responsible/liable for these costs irrespective of the course and conclusion of this Bidding.

B. BID DOCUMENTS

4.0 Details of Documents

4.1 The following Bid documents apart from Invitation to Bid detail the material and equipment specifications/characteristics, the bidding procedures and the terms & conditions of contract:

- a. Instructions to Bidders (ITB-Part I)
- b. General Conditions of Contract (GCC-Part I)
- c. Erection Conditions of Contract (ECC-Part I)
- d. Special Conditions of Contract (SCC-Part I)
- e. Technical Specifications (TSP-Part IIA)
- f. Technical Data Sheets (TDS-Part IIB)
- g. Bid Form and Price Schedules (BF/PS-Part III)

5.0 Knowing the Bid Document

5.1 Every intending Bidder is to examine and understand all instructions, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk.

6.0 Clarifications on Bid Documents

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

6.2 Any verbal/telephonic clarifications and information given by the Owner or his employee (s) or his representative(s) will not in any way be binding on the Owner.

7.0 Amendment of bidding document

7.1 At any time prior to the deadline for submission of Bids the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).

7.2 The amendment will be notified in writing or Fax /web site to all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

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7.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 Language of Bids

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

8.2 Bid Format

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

9.0 Local Conditions:

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

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

10.0 Documents comprising the Bid:

10.1 The Bidder shall complete the Bid form inclusive of Price Schedules; Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the services to be rendered, a brief description of services, quantity and price.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 above and Special Conditions of Contract (including Clause 11 of I TB).


10.3 All Tender Documents/ formats are to be returned completed and filled in all respects and signed by wherever the Company Authorized Signatory specified.

10.3 The Bid Guarantee shall be furnished in a separate cover in accordance with clause specific ITB.

11.0 Scope of the proposal

11.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipment erection and other installation services specified under the accompanying Technical Specifications. It will include among others as specified therein the following: -

- a) Receipt of equipments and material from GETCO Haldarwa / Bharuch Transmission/ Construction store and transportation, storage, preservation and conservation of equipment at the Site.

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- b) Pre-assembly, if any, erection, testing and commissioning of all the equipments.
- c) Reliability tests and performance and guarantee tests on completion of commissioning.
- 11.2 As specified in the Special Conditions of Contract, no deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.
- 11.3 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected.
- 11.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.
- 12.0 Bid Price:**
- 12.1 The Bidder shall indicate percentage above/below of total bid price indicated in the appropriate price schedules, enclosed in bid proposal sheets for erection, and other services it proposes to furnish under the contract. The %(Percentage) above/below indicated shall be inclusive of **GST** applicable on required inputs and services.
- 12.2 The Bidder shall specifically note that the Tenders are invited on percentage rate increase/decrease based in relation to unit rates of tender price schedule.
- 12.3 **If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier /Contractor has opted for Composition Scheme under GST.**

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.

- 13.0 Price Basis:**
- 13.1 The Price shall be quoted on firm basis.

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

14.0 Taxes and Duties: -

14.1 As regards the income Tax, surcharge on income tax and any other tax **excluding GST & welfare cess** at prevailing rate, the owner shall not bear any tax liability whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.

14.2 Notwithstanding the tax liabilities as per the sub-clause 14.1 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

14.3 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-contractors. Besides the said statutory variation, no other statutory variation shall be payable by the owner.

14.4 The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 14.3.

If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contractor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

14.5 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the contractor.

14.6 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.

14.7 Before quoting, the bidder may ascertain from the concerned tax authorities of Government of Gujarat the applicability of Tax **(GST)** etc in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.

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

15.0 Time Schedule:

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

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

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

16.0 Insurance:

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

17.0 Erection Tools and Tackles:

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

18.0 Bid Security/EMD:

18.1: The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of estimated cost plus **GST** to be paid through RTGS/NEFT only

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

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

18.4 Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender.

18.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee

18.6 The bid guarantee may be forfeited.


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

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

21.0 Contract Quality assurance:

21.1 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 as detailed in relevant clause of the General Technical Conditions.

21.2 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.

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21.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied wherever specifically indicated in the tender document shall supply only from those vendors. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor-supplied materials.

22.0 Signature of Bids:

22.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

22.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name; followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).

22.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

22.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.

22.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

22.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

22.7 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

24.0 Deadline for submission of bids:

24.1 Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

24.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

25.0 Late Bids

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

26.0 Modification and withdrawal of bids:

26.3 No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.

26.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's **forfeiture of its bid security**.

E. BID OPENING AND EVALUATION

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27.0 Opening of bids by owner:

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

28.0 Purpose of evaluation of bids:

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

29.0 Policy for bids under consideration:

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

29.2 Clarification of bids:

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

30.0 Preliminary Examination:

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

30.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the

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errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

- 30.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 30.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
- 30.5 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not attribute to material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

31.0 Evaluation of Price Bids:

31.1 Definitions and Meanings:

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

- a) 'Bid Price' shall mean the price quoted by each Bidder in his proposal for the complete scope of works.

31.2 Calculation of differential Price & Cost Compensation for Deviations.

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

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

Deviations from the Bidding Documents in so far as practicable will be converted to a Rupee value (D) and from the Bidding Document while evaluating the bids. In determining the Rupee value of the deviations the Owner will use parameters consistent with those specified in the specifications and documents and or other information as necessary and available to the Owner.

31.3 Comparison of Bids

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

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

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$W = Q + DP + D$, Where

W = Total Comparison Price

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

DP = Different price in Indian Rupees calculated as above

D = Cost compensation for deviations calculated as above.

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

AWARD OF CONTRACT

32.0 Award Criteria

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

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

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

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

34.0 Notification of award:

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

34.2 The notification of award will attribute the formation of the Contract.

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

35.0 Signing of contract:

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

35.2 Within **7** days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.

35.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within **15 (Fifteen)** days of notification of Award.

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35.4 The contractor will have to give indemnity bond for material on Non-judicial Stamp paper of value **Rs. 300/-** to GETCO as per attached format. The cost of stamp paper will be borne by the contractor.

35.5 The contractor will have to give safety cum indemnity bond on Non-Judicial Stamp paper of value **Rs. 300/-** to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be borne by the contractor.

35.6 Also the successful bidder will have to execute Agreement on stamp paper of value **Rs.300/-** at our Transmission Circle, GETCO, Bharuch before commencement of works as per GETCO's prescribed Proforma .The cost of stamp paper will be borne by the contractor.

36.0 Contract Performance Guarantee:

36.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished. The guarantee amount shall be equal to ten percent (10%) of the Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 days after the end of Warranty Period.

36.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:

- a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.
- b) The successful Bidder further guarantees that the equipment provided by him/his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in the Part-I/Special Conditions of Contract.

36.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be treated as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications, Part-II and damages stipulated in other clauses in the Bid documents.

36.4 The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in Special Conditions of Contract.

GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

1.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 'Owner' shall mean the Superintending Engineer (TR.) CIRCLE GETCO, Bharuch or any of its subsidiaries and shall include its legal representatives, successors and assigns.

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- 1.3 'Contractor' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 1.5 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.6 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.7 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.8 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.9 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 1.10 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 1.11 Site Engineer 'Inspector' shall mean the owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 1.12 'Notice of Award of Contract'/'Letter of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.13 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 1.14 'Date of Contract' shall mean the date on which letter of commencement of work issued by the respective sub division deputy engineer.
- 1.15 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

A 'Week' shall mean continuous period of seven (7) days.
- 1.16 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.20 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 1.17 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.

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- 1.18 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.19 The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.20 'Latent Defects' shall mean such defects caused by faulty designs, material or work-man- ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.21 'Codes' shall mean the following including the latest amendments and/or replacements, if any :
- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
 - b) Electricity Act 2003 and Rules & Regulations made there under.
 - c) Indian Factory Act, 1948 and Rules and Regulations made there under.
 - d) Indian Explosives Act, 1884 and Rules and Regulations made there under.
 - e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
 - f) A.S.M.E. Test Codes.
 - g) A.I.E.E. Test Codes.
 - h) American Society of Materials Testing Codes.
 - i) Standards of the Indian Standards Institution.
 - j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- 1.22 Words imparting the singular only shall also include the plural and vice -versa where the context so requires.
- 1.23 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

2.0 APPLICATION

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

3.0 CONTRACT DOCUMENTS

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

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- 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 equipments and other technical services to be provided under the Contract as brought out in the accompanying Technical Specifications.
- c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
- d) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.
- 3.2 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.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION


- 4.1 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.
- 4.2 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.
- 4.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.
- 4.4 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.

5.0 TRANSMISSION OF THE CONTRACT

- 5.1 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.
- 5.2 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 favour of the Owner in the form acceptable to the Superintending Engineer (TR.) GETCO Bharuch for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Indemnity Bond will be furnished during award of Contract.

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- 5.3 The Contract shall in all respects be tried and governed according to Indian Laws.
- 5.4 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).
- 6.0 JURISDICTION OF CONTRACT**
- 6.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Bharuch shall have exclusive jurisdiction in all matters arising under this Contract.
- 7.0 EXECUTION OF CONTRACT:**
- 7.1 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.
- 7.2 The Agreement, unless otherwise agreed to, shall be signed within **15** days of the acceptance of the Letter of Award, at the office the Owner at Bharuch on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 7.3 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.
- 7.4 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.
- 8.0 ENFORCEMENT OF TERMS**
- 8.1 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 tried to be a waiver of such provisions, rights or options or in anyway 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.
- 9.0 COMPLETION OF CONTRACT**
- 9.1 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**
- 11.0 TIME - THE ESSENCE OF CONTRACT**
- 11.1 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.
- 11.2 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.

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11.3 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.

12.0 EFFECTIVENESS OF CONTRACT

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

13.0 PENALTY FOR DELAY

13.1 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay. The details of such penalty are brought out in the accompanying Special Conditions of Contract (SCC).

13.2 The total amount of penalty for delay under the Contract will be subject to a maximum of 10% of the Contract prices **plus GST** detailed in the Special Conditions of Contract (SCC).

14.0 GUARANTEE

14.1 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.

14.2 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.

14.3 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.


14.4 The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligations under this clause.

15.0 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.

16.0 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

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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.

17.0 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.

18.0 ENGINEER'S DECISION

19.0 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.

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

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

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

20.0 POWER TO VARY OR OMIT WORK

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

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

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

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liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.

- 20.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 20.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 20.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC of this Volume-I. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

21.0 CHANGE OF QUANTITY

- 21.1 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.
- 21.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above.

22.0 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.

23.0 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.

24.0 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

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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.

25.0 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.

26.0 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.

27.0 PAYMENT

27.1 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.

27.2 Currency of Payment

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

27.3 Terms.

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

28.0 Payment Schedule

28.1 Application for Payment

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

29.1 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 up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.

29.2 Every interim payment certificate shall certify the Contract value of the Works executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.

29.3 Mode of Payment

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- 29.4 Payment due on dispatch of equipment shall be made by the Owner through Owner's Bank or directly to the Contractor as per the payment schedule.
- 29.5 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.
- 29.6 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.

30.0 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 corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any money due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

D. RISK DISTRIBUTION

31.0 INSURANCE

- 31.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the 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.
- 31.2 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.

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

32.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

33.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

- 34.1 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.

- 35.2 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.

36.0 FORCE MAJEURE

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

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

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

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

37.0 SUSPENSION OF WORK

- 37.1 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.

- 37.2 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.

38.0 CONTRACTOR'S DEFAULT

- 38.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

- 38.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in Clause 14.0 of this Section.

- 38.3 Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

39.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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- 39.1 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.
- 39.2 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.

- 39.3 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 incompleting part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

40.0 FRUSTRATION OF CONTRACT

- 40.1 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.
- 40.2 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.

- 40.3 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.

41.0 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 money otherwise due to Contractor under the Contract.

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RESOLUTION OF DISPUTES

42.0 SETTLEMENT OF DISPUTES

- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 42.5 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.

43.0 ARBITRATION

- 43.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 43.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 43.1.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Bharuch.
- 43.2 The decision of the majority of the arbitrators shall be final and binding upon the parties.
- The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 43.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

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43.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

43.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

44.0 RECONCILIATION OF ACCOUNTS

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

Signature of Contractor

Superintending Engineer
GETCO, CO, Bharuch

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

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

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all 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

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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

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during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

9.0 PROGRESS REPORT

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOUR

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

13.0 FACILITIES TO BE PROVIDED BY THE 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 Transmission of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary Transmission shall be done by the Contractor at his cost.
- 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:

Where power supply is available with the Owner for Transmission purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer. Electricity furnished

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will be 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of the GUVNL as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer. For this purpose, contractor shall have to apply to DISCOM for separate temporary connection on his name.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

The Contractor shall provide all the Transmission equipments; 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

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

14.4 Cleanliness

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

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.

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 Transmission and equipment and materials storage areas.

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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. For shortages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges plus **GST** as applicable.

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 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 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

19.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.

19.7 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.

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- 19.8 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 19.9 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.
- 19.10 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

20.0 TRANSMISSION 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 Transmission 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 labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

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

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

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.

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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 Transmission 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 Transmission 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 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 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 the Engineer, as he may deem necessary.
- 27.4 All equipment used in Transmission 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.
- 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 GETCO 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:

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- (a). Satisfy the Engineer that the appliance is in good working condition;
- (b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances:
- (c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

27.11 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, 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 Transmission/ 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 27.15 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:-

- 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 to himself and his fellow employees.
- 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

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essential requirements to be fulfilled.

27.18 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/-These are applicable Causing death per person plus GST for death

b. Major injuries or accident causing :Rs. 20,000/-Injury to any person. 25% or more permanent disablement per person plus GST, whosoever to Workmen or employees

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the 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.

Signature of Contractor

Superintending Engineer
GETCO, CO, Bharuch

SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars:

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

2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by RTGS/NEFT only.

3.0 Earnest Money Deposit (EMD):

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3.1 (a) If the EMD amount is more than Rs.3 Lakhs, it should be paid either by RTGS/ NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS/ NEFT/online.

4.0 Declaration by Bidder:

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

5.0 Qualifying Criteria:

5.1 TECHNICAL CRITERIA:

Experience as per qualifying requirement.

5.2 FINANCIAL CRITERIA:

The financial turnover of bidder (Financial year) shall not be less than Rs. 25.36 lacs during last 3 (three) Financial years.

Registration of appropriate class with GETCO and validity of the registration should be furnished along with the technical bid. Latest Bank solvency certificate of 20% of the tender value is required to be furnished by the tenderer along with the technical bid.

6.0 Additional Documents:

Apart from various documents to be furnished along with the Bid as required in the GCC and ECC, the following documents/details are to be furnished by the Bidder:

1. GST Registration No. Date/ issuing authority.
2. Details of Partners/Directors of the Firm/Company.
3. Experience Record and details of orders pending / executed for various utilities
4. Last three years Audited Accounts/IT returns
5. Electrical contractor's license with latest validation.
6. PF registration along with proof of challan etc.
7. Solvency certificate from Bank (up to 20 % of Bid value).
8. PAN

7.0 Price Inclusions (including Taxes & Duties):

7.1 The prices quoted shall be all inclusive of freight, octroi, transportation, loading, unloading & stacking at site of equipment materials received from Transmission store GETCO Bharuch after observing all store formalities of GETCO.

7.2 No extra payment toward any type of templates and erection tools /materials will be made.

7.3 GOOD & SERVICE TAX (GST):

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount and% of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017and all related ancillary legislations).

You shall have to submit a C.A Certificate duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim

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any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

- i. Contractor has to submit the GST Registration certificate.
- ii. 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 & code SAC code under which the amount of service tax GST payable by contractor and payable by GETCO (if any) without fail.
- iii. GETCO will withheld the GST amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor
- iv. The Contractor has to submit invoice to GETCO indicating following.
 - Name, address and GST registration no. of the service provider
 - Name and address of person receiving the service i.e. GETCO
 - Description and value of taxable service provided
 - The total GST payable thereon with bifurcation of GST payable by service provider and service receiver.
 - Rate and amount of taxes i.e. CGST/ SGST/ IGST/UGST
 - Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce i.e. Out of Gujarat Supply
 - Applicable SAC Code
 - Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTIN
- v. Contractor has to provide Tax invoice in a standard format as per CGST act, CGST rules 2017 and GST invoicing rules containing all details as provided in Act and rules. Contractor / Supplier has to mention GST no. of GETCO i.e. 24AABCG4029R2ZC in the invoice invariably & failure of which payment will not be made.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or

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uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

Every bidder shall inform their GSTIN No. of the registered place(s) where from the bidder intends to supply the goods /services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

TDS UNDER GST:

Tax deduction at Source (TDS) under GST at the prevailing rate will be deducted from bills in accordance with the provision of Section 51 of the CGST Act, 2017 and to that effect a certificate will be issued to the party.

Goods and Service Tax Compliances (GST):

The GST at the applicable rates will be levied on the total of Schedule-B. GST on the work executed will be subject to CGST Act, SGST Act, IGST Act, UTGST Act its rules, regulations and notifications, circulars issued and in force time to time by Government and M/s. GETCO. Contractors are required to clarify the product and services related HSN codes and SAC codes respectively.

GETCO reserve right of re-classify, in case of mis-classification of goods and/or service (HSN/SAC codes) Sec. 171 of CGST/SGST Act contains provisions related to anti-profiteering. On the basis of same on introduction of GST, the Vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government.

Contractor required to submit the invoice as per the standard formats/contents of GST laws including invoice ruling. GST will be reimbursed subject to proper/ valid matching of transactions/invoices on GSTN (GST network).

The contractor is abiding by the all rules and regulations of corporation and amendments, which may publish subsequently for compliance by field offices with respect to GST Laws.

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7.4 Statutory Variations:

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.

7.5 Income Tax

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

7.6 Welfare Cess

- 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.
- Contractor shall get registered under Welfare Cess Act before commencement of work. Office of the Factory Inspector is authorized at present as a registering authority.
- The welfare cess@1% is considered in the price schedules so, the bidders are requested to quote accordingly.
- GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
- 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.
- In case of EPC contracts covering supply, erection, testing & commissioning, the supply portion shall also be considered for calculation of welfare cess.
- If GETCO purchases material on its own without any reference to the estimate contract and gives/hand over the material to the contractor for erection, testing & commissioning, then welfare cess on procurement cost of the equipment of material shall also be applicable. Procedure same as narrated above.
- Periodically, the evidence regarding filing of return and maintaining record as per the Act by the contractor shall be verified by GETCO.

The modality of payment/ reimbursement of welfare cess will be as under.

- 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.
- 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.
- Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.
- Before release of payment of final bill, the contractor has to submit documentary evidence of payment of welfare cess of previous R.A.Bill as well as of this final bill.
- 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.
- The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

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8.0 SECURITY DEPOSIT

- 8.1 The successful bidder has pay security deposit within 10 days of receipt of LOI.
- 8.2 The successful bidder will be required to pay an amount equivalent to 5 % of the value of the order as a Security Deposit for satisfactory execution of the contract. Such Security Deposit will be payable either in **DD payable at Bharuch /Bank guarantees** from following Banks will be acceptable.
- 8.3 If the Contractor defaults in execution of the orders placed or if COMPANY suffers any financial loss due to this, then COMPANY will be forfeited Security Deposit, EMD plus GST as applicable from other orders of the same firm or by encasing the Bank Guarantee
- (A) Guarantees issued by the following Banks will be accepted as SD/EMD **on permanent basis**.
1. All Nationalized Banks
- (B) Guarantees issued by following Banks will be accepted as SD/EMD for the period up to **March- 31, 2026 or the issuance of new Government Resolution on the same subject whichever is earlier**. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

No.	Bank Name	No.	Bank Name
1	AXIS Bank	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnadu Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	28	Nutan Nagarik Sahakari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank Ltd
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-Operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank LTD.
12	HDFC Bank	33	The Cosmo Co-operative Bank Ltd
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank Ltd
15	IDBI Bank	36	The Surat District Co-Operative Bank Ltd
16	IDFC First Bank	37	The Surat People's Co-Op. Bank Ltd

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17	Jammu and Kashmir Bank	38	Kalupir Commercial Co-Op Bank
18	Jana Small Finance bank	39	The Panchmahal District Co-Operative Bank
19	Karnataka Bank	40	The Baroda District Co-Operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin Bank

- 8.4 No interest will be allowed on amount of Security deposit.
- 8.5 The Security Deposit- total shall be kept deposited up to completion of work finalization of final bill. The same shall be return on receipt of N.O.C. by the concerned **DE after observing GETCO's procedure.**
- 8.6 This security deposit is for the performance of contract and the same is liable to be forfeited by the GETCO in event of non-fulfillment of the term and conditions of this contract by the contractor.
- 8.7 Corporate Guarantees are not admissible.
- 8.8 The 'Signing of Contract ' and ' Contract Agreements' will be done as per prevalent GETCO Terms and Conditions.
- 9.0 GUARANTEE PERIOD:**
Total work executed shall be covered under guarantee period against any defect in poor workmanship etc. for a period of one year from the date of commissioning.
- 10.0 PENALTY FOR DELAY:**
- 10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week **plus GST** of delayed work or part thereof, with a ceiling of 10 % of the total contract value **plus GST**.
- 10.2 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.
- 10.3 If the contractor fails to complete the job in stipulated time period/leaves the site with incomplete work, GETCO will get the remaining work executed at the risk & cost of contractor.
- 11.0 COMPLETION PERIOD**
- 11.1 **Overall period for this Contract will be 24 Months from the date of commencement**
- 11.2 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.
- 11.3 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the GETCO/Engineer and is complete in all respects as per the terms and conditions of this Contract.
- 12.0 Presentation of Bills for s/s work**
- 12.1 Monthly RA bills for 90% value of the supplied tower material and work executed including cost of material consumed is to be prepared in triplicate and submitted to Site Engineers in-charge of the work, for necessary payment. These bills shall be serially numbered with suffix SE-I.
- 12.2 Balance 10% payment shall be released only after finalization of material account and passing of final bill. The contractor has to submit the final bill along with the material consumption statement and

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other required data of the work carried out within 3 months from the date of completion of work. These bills shall be serially numbered with suffix SE-I.

12.3 All the bills in accordance with the above clauses must be submitted with the following information:

- a) Item wise work done during billing period.
- b) Item wise cumulative work done.
- c) Account for material consumed and balance stock.

12.4 For non-submission or part submission of above information, an additional 5% amount of the respective RA bill shall be withheld and shall only be released at the time of final bill.

12.A Presentation of Bills for line work

12.A.1 Bills for 90% value of the erection work carried out during each calendar month as per above Clause shall be submitted in triplicate to Deputy Engineer (Const), In charge of the works at the end of that particular month, who will in turn process the same and forward to Executive Engineer (Const), In charge of the works, for necessary payment. These bills shall be serially numbered with Suffix-E-1.

12.A.2 Bills for 10% value of the erection work done as per above clause shall be submitted to Deputy Engineer (Const), in charge of the works, who will in turn process them and forward them to Executive Engineer (Const). I/C of the work for necessary payment. These bills shall be serially numbered with Suffix-E-2.

12.A.3 The Contractor has to submit the final bill along with all required data of works carried out within 3 months from the date of commissioning of the line. The concern Dy.Engr /Ex.Engr (Const) must record and process the final bill along with complete material account. The material account shall include the credit of dismantled materials.

12.A.4 All the bills (in accordance with above Clauses) must be submitted with following informations:

- a. Item wise work done during billing period i.e., respective month.
- b. Item wise cumulative work done.
- c. Account for tower materials & bolts-nuts, accessories consumed and balance stock.
- d. Account of line materials consumed, wastages and balance stock.

For non-submission OR part submission of above information an additional 5% amount of the respective RA. Bill will be withheld and released only after passing of final bill.

13.0 Terms of Payment

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

13.1 For erection works of s/s.

- (i) 90% payment of amount claimed covering various activity such as structure, equipment erection, earthing installation, control wiring, battery charging etc. works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.
- (ii) Balance 10% of erection value shall be paid against completion of work only after settlement of material account statement of items used, erected and successful commissioning of transmission line the same amount will be release in final bill only and payment will be made only after passing of final bill.

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13.A For erection works of line

13.A.1 Payment shall be made as under:

Up to 90% of the total value of the erection work done will be paid against monthly running account bills to be submitted to the Engineer-in-Charge of the Construction Division concerned.

Balance 10% payment due will be made at the end of 12 months from the date of handing over of the line or 18 months after completion of the line to the satisfaction of the Superintending Engineer (Trans), Bharuch at his absolute discretion whichever is earlier only after passing of final bill.

13.A.2 The payment of above balance 10% amount due will be made only after a material account statement of items received and used or returned to stores is settled and passing of final bill. The contractor must settle final bill within 3 Months from the completion date. Any discrepancy in the quantities will have to be made good by the contractor or deduction of its cost as per The GETCO's ledger value or market value whichever is higher, plus 15% supervision charges will be made while settling the balance payment. This value of materials shall be prevailing on the date of submission of the final material account to the GETCO.

13.2 PAYMENT TERMS UNDER MSME ACT:

- (1) You have to update your MSME detail on GETCO's website by following link <https://getco.co.in/msme/> (and intimate to concern bill submitting office with copy to this office).
- (2) The payment will be made within 45 days from the *date of acceptance or the **date of as deemed acceptance of goods or services i.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 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 to the delivery of the goods or the rendering of services, the day of the actual delivery of goods or the rendering or services.

14.0 TAKING DELIVERY AND INSURANCE:

- 14.1 The contractor has to take delivery from Transmission store of S/S equipment and materials and keep in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection or taking over of the S/S by GETCO.
- 14.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 14.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from

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theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the GETCO.

- 14.4 **STORAGE-CUM-ERECTION INSURANCE:** The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of S/S materials, which are required to complete the work. Bidder shall have to take the comprehensive **Marine cum erection (MCE)** insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over of the work by GETCO. **However, if the work is not completed within the stipulated time limit as mentioned into work order, the MCE shall be extended by the contractor up to the work completion and taking over of the line or S/S by GETCO. Moreover, the charge for extension of insurance shall be borne by contractor if the delay is attributed to the contractor. The charge for extension of insurance shall be reimbursed by GETCO to the contractor on production of proof for extension of MCE if the delay is attributed on the part of GETCO**

The Contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful Contractor shall be furnished/submitted to Engineer-In-Charge of GETCO.

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

The approximate amount of the material required whose insurance is to be taken to complete the scope of work is **Rs. Or as per instructions of EIC.**

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

15.0 LABOUR LAWS:

- 15.0.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
- 15.0.2 Contractor shall maintain a valid labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
- 15.0.3 The Contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with, are as under:
- i) Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.
 - ii) Payment of deposit in respect of each contract labour at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
 - iii) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.

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- iv) Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
- v) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
- vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
- vii) Payment of compensation in case of accidental injury.
- viii) Provision of crèche if the female laborers employed are more than 30.
- ix) Maternity Leave as per the provisions of the Maternity Benefit Act.

The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various labour laws, in force from time to time, from Statutory Authorities like State Government/ Government of India, which the Contractor shall have to comply with.

15.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

The Contractor shall submit along with his bills (month wise) a statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. Provident Fund and Family pension Scheme at the rate of 18% (or at the rate made applicable by the Government from time to time of the wages. The Contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad.

15.2 DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit ½ % of the wages in respect of employees who is a member of the Provident Fund, as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner, Ahmedabad.

15.3 ADMINISTRATIVE CHARGES:

Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

15.4 PAID LEAVE FACILITY:

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour, shall be provided by the Contractor to his workers. He shall maintain Leave Records, Leave Cards, for individual labourer, which shall be duly verified, approved and certified by the authorized Officer of the GETCO.


15.5 WORKMAN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE:

The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. The purchaser shall not be responsible for any payments of compensation to the workers/supervisor of the contractor for fatal or non-fatal accidents during the pendency of the contract.

15.6 The contractor shall employ adequate number of experienced skilled at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

15.7 CONTRACTOR TO INDEMNIFY THE GETCO:

The Contractor shall Indemnify the GETCO and every member officer and employees of the GETCO also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against

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the GETCO or Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for or in respect 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 claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

15.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be affected for all the Contractor's employee engages in the performance of this contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workmen's employer's liability insurance for the latter's employees, such employees shall be covered under the Contractor's Insurance.

15.9 WAGES TO BE PAID & TIME OF PAYMENT ETC. BY THE CONTRACTOR

- a) The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day of the last day of the month in respect of the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs. 100/- per each day or as per the prevailing rules of labour laws.
- b) The Contractor shall give his Telephone Number and Address to the GETCO, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

15.10 REGISTRATION WITH PROVIDENT FUND OFFICE

- i) The separate P.F. code issued from P.F. commissioner is required to be taken by contractor.
- ii) If the contractor does not possess separate P.F. code number of RPFC, his tender will not be considered for acceptance.
- iii) The contractor should mention separate P.F. code number allotted by PPFC, along with the tender.

15.11 Termination of Contract:

In case of contractor fails to deliver the stocks or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, the GETCO shall exercise its discretionary power either:

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

15.11.2 To purchase from elsewhere after giving due notice to the contractor on account and at the risk of the contractor for such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or

15.12 To cancel the contract.

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

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The decision of the GETCO shall be final as regards to the acceptability of stores supplied by the contractor and the GETCO shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

15.12.1 MATCHING OF END COST:

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

16.0 VENDOR REGISTRATION:

REGISTRATION AS A CONTRACTOR:

Registration with GETCO is pre requisite for participating in tender. It is required to furnish documents of registration along with offer in Technical bid and the details at appropriate place in confirmation of details of bidder shall be given by the contractor

17.0 Placing Vendors/Contractors for Purchase/Works in a Stop deal/Banned for business dealing/blacklisting:

1.1. Stop deal / banned for business dealing / blacklist means debarment of parties from participating in the tendering process.

1.1.1. Firm will mean Bidder / Licensor / Tenderer / Consultant / Vendor / Contractor.

1.1.2. Reasons for Putting a Firm on Stop deal / banned for business dealing / blacklisting, is to protect the GUVNL and its subsidiary Companies from dealing with undesirable firm.

1.2. The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as Under.

A Firm will be placed in a Stop deal / banned for business dealing / blacklist, if the Firm-

1.2.1. Has submitted fake, false or forged documents / certificates,

1.2.2. Has revised / withdrawn price bid after opening of Techno - commercial bid, until and unless it is sought for,

1.2.3. Has tampered with the stipulated tendering procedure.

1.2.4. Has refused to accept letter of Acceptance / purchase Order / Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,

1.2.5. Has committed breach of contract or has failed to perform a contract or has abandoned the contract,

1.2.6. Has failed to provide suitable expertise for the work as per per-scheduled program.

1.2.7. Has failed to submit all the necessary tests reports / documents within time schedule/ as per company's time limit, as mentioned in the LOI, if the letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.

1.2.8. Has indulged in construction and erection of defective works.

1.2.9. Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the company,

1.2.10. Has substituted materials in lieu of materials supplied by the company or has not returned or has short returned or has unauthorisely disposed of materials / documents / drawings / tools or plants or equipment supplied by the Company,

1.2.11. Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,

1.2.12. Has unauthorisely obtained official company information or copies of documents, in relation the tender / Contract.



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- 1.2.13. Has failed to follow the stipulated mode of communication, if specified by the tendering authority / purchaser.
 - 1.2.14. Has parted with, leaked or provided confidential / proprietary information of the Company given to the firm only for its use (in discharge of its obligation against an order) to any third party without prior consent of the Company,
 - 1.2.15. Any other ground for which in opinion of the company makes it undesirable to Deal with the Firm, and
 - 1.2.16. In case the State Government directs the Company to place a firm in stop dealing / banned for business dealing / banned for business dealing / blacklisting.
 - 1.3. Every bidder should at the time of submission of bid, give a declaration that bidder and / or proprietor / partner / Director of the GUVNL and It's any subsidiary Companies as per Revised ANNEXURE-14
19. The GETCO reserves the rights of interchanging and dismissing any person employed for the work if there is complaint against his misbehavior, misconduct or disloyalty towards job.
20. Terms and conditions regarding industrial laws and other related matters shall be complied by the contractor in all respect.
21. The contractor shall ensure that all persons have provided safety tools, shoes, hamlets etc. as may be required for safety point of view and all his persons shall follow the instructions issued by the GETCO from time to time in concern with the safety and security as the work to be carried out.

CONFIRMATION OF DETAILS OF BIDDER

Bidders are required to furnish following information & should place on top of technical bid specifying YES / NO

- 1) Whether the Bid is on percentage basis as called for. Yes / No
- 2) Whether rebate furnished is in percentage basis as called for. Yes / No
- 3) Whether the Bid is submitted by RPAD/Speed post. Yes / No
- 4) Whether all pages of Bid Specifications are sealed and signed by the Bidder. Yes / No
- 5) a) Whether the Bidder is registered with GETCO Yes / No
b) In case of "Yes", please furnish following details:
 - i) Registration Letter No. & date.
 - ii) Class of Registration
 - lii) Validity
- c) Whether Bidder is having PF Code No. Yes / No
- 6) a) Whether EMD paid. (DD / BG) Yes / No
b) In case "Yes", furnish details
- 7) Whether following documents as specified are submitted.
 - a) Human Resources detail. Yes / No
 - b) Availability of tools, equipments etc. Yes / No
 - c) Details of orders executed / on hand Yes / No
 - d) Financial capability. Yes / No
 - e) Experience as specified. Yes / No
 - f) Latest Income-tax certificate Yes / No
 - g) Company's Articles Of Association Yes / No
 - h) Details Of Partners / Directors Yes / No
 - i) B.R./P.A. Authorizing Person Yes / No
 - j) Power of Attorney of Consortium Members Yes / No

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8) **GST [IN PERCENTAGE]** Yes/ No
Please quote your GST Registration No. & Date.

- | | | |
|---|---------|---------|
| 9) PENALTY TERMS AGREE | | Yes/ No |
| 10) SECURITY TERMS AGREE | Yes/ No | |
| 11) PAYMENT TERMS AGREE | | Yes/ No |
| 12) Completion Period Agreed | | Yes/ No |
| 13) TELEPHONE NOS. & FAX NO. & e-mail ID | | |
| 14) AUTHORISED PERSON OF THE FIRM: | | |
| 15) NAME OF THE PROPRIETOR, PARTNERS, DIRECTORS | | |

[AS THE CASE MAY BE], ALONG WITH ADDRESS, TELEPHONE, FAX NO. etc.

Signature of Authorized Representative of
Company/Agency

NAME: _____

STATUS: _____

Name of tendering company

PART - II

TECHNICAL PARTICULARS FOR ERECTION OF EQUIPMENT AT SUB-STATION

3.1 SCOPE:

3.1.1 The scope for erection works covered under this section consist of :

- i) Taking delivery of equipments and other material from the Board's stores, checking them, transporting to site's stores and keeping in safe custody by contractor.
- ii) To take suitable storage-cum-erection insurance of equipments/materials issued by the Board.
- iii) Distribution of all materials to erection site at 66kv Sub Station.
- iv) Structure/Equipment erection including fixing of attachments, accessories and tack-welding of structures.,
- v) Stringing of ACSR/AAAC Panther conductor bus with fixing of insulators, Hardware, dampers, spacers etc.
- vi) Workmanship guarantee of all the activities carried out from (i) to (v).

3.1.2 The successful Contractor shall carry out all addition/alteration required to complete the transformer for commissioning.

3.1.3 The Board will supply equipments, structure materials, bolts-nuts, structure accessories/attachments, insulators, insulator-hard wares, conductor, accessories, ground wire, ground wire accessories, Control cable etc. required for erection of equipments and other

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associated works.

- 3.1.4 All works shall be carried out in accordance with the revised and latest Provisions under Indian Electricity Act and Rules made hereunder.
- 3.1.5 The contractor at his own cost shall arrange all the erection tools required during execution of work. The Contractor solely is responsible for any damage and / or loss of his erection tools.
- 3.1.6 The Contractor shall be fully responsible for completing all the above works till the complete transformer is taken over by the Board, and thereafter up till guarantee period.
- 3.1.7 The methods of erection are not dealt with in detail but are left to the Contractor who shall exercise his own judgment with regards to actual handling of equipments & materials and in deciding upon the best methods to be adopted for all the erection activities.
- 3.1.8 The successful bidder shall carryout all the erection works in accordance with structural drawings, and other erection drawings etc. provided by the Board.

3.2 LAYOUT OF SUB STATION

- 3.2.1 The proposed layout of the substation is available with concerned field office. The bidders are presumed to have acquainted themselves with the site before submitting their offer.
- 3.2.2 The successful bidder has to collect from concerned field office the detailed layout drawing along with the following drawings for the substation duly approved by the Board immediately on receipt of the Order. He shall also arrange visit of proposed site jointly with Board's representative for important marks coming across the scope of works under the contract. Structural drawings of 66 KV Structures listed at Schedule -B

3.3

TECHNICAL INSTRUCTIONS TO THE BIDDER

- 3.3.1. The works shall be carried out strictly as per the erection manuals and shall fully comply with the relevant Indian Standard. The IE rules and Acts in force from time to time shall also be applicable during pendency of the contract.

3.4. ERECTION AND COMMISSIONING TOOLS & TACKLES.

- 3.4.1 The contractor shall provide all tools/tackles, jigs and fixtures, winches, alignment tools, welding sets, , breaker handling devices, all consumable items and Transmission equipment as required to install the equipments and to complete the work in all respects and shall necessarily include (but not limited to) bolts, nuts, rivets, welding rods, shims, wedges, packing sheets, packing compounds, oil installation and protection of individual equipment in storage and during erection.
- 3.4.2 This shall also cover proper alignment, tack welding tagging, laying marking of and connection of cables, fabrication supply and installation of all support structures for installation of various electrical equipment and cables
- 3.4.3 Provision of cable glands, ferrules, and cable lugs tags sealing kit (for HT cables) shall also be arranged by the contractor.
- 3.4.4. Erection of various equipment shall be done strictly as per manufacturer's instructions

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3.4.6 All additional iron framework erected to put the equipment in operational condition shall be provided with two coats of primer and two topcoats of finish paint.

3.4.7 Special care shall be taken to make the enclosed equipment protected against entry of rates, lizard, and creeping reptiles, which may create electrical short circuits.

3.5.0. **COMPLETION OF ERECTION (GENERAL)**

3.5.1. Equipment shall be considered to have been completely erected when the following activities have been completed.

3.5.2 Moving of all equipments to the respective foundations

3.5.3. Fixing of anchor bolts or tack welding as required.

3.5.4 Leveling and alignment of equipment.

3.5.5 Assembling of all accessories such as relays, CTs, PTs, meters instruments etc. as described in the job specifications.

3.5.6. Drying of equipment as required and testing of oil for dielectric strength.

3.5.7 Filtration and filling of oil as required.

3.5.8. Cable laying, termination with continuity checks.

3.5.9. Applying of finishing coat of pain wherever required.

3.5.10. Mounting of lighting fixtures & connections.

3.5.11. Testing of all system with operation of all protection system.

3.18.0. **EARTHING ARRANGEMENTS: (TECHNICAL TERMS & CONDITIONS)**

Standard Guidelines & Recommendations for Earthing System for EHV Sub-station issued vide Circular R & M/3 dtd.5.11.12 & CE(TR) Circular 36 dtd. 23.9.08 to be followed.

The General notes for Earthing system & drawings for earthing the equipments (including welding joints) are compiled in Drg. No. GETCO/E/STD/P-012 sheet 1 to 24 (available in SOR booklet).

3.19 GENERAL :

3.19.1 The Contractor shall ensure that at the end of each sub-activity the Surplus materials are immediately removed from the work-site and the surplus excavated earth is spreader around to avoid loss or injury to the public/equipments.

3.19.2 The Contractor has to return all surplus materials after reconciliation of material account in good and useable condition. The contractor shall settle the final bill including signature on all relevant papers required for passing of final bill, excess/saving statement and time limit extension proposal. If any within three months from the date of charging/commissioning or taking over by the Board of the Sub Station.

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3.19.3. Most of all equipments should be erected in presence of the concerned engineer from OEM/GETCO engineer.

3.19.4. After complete erection and operation, contractor's supervisor should attend the site whenever called from GETCO for further testing commissioning of equipments/panels etc.

3.20 **Erection:**

1. All erection work is to be carried out as per the manual of OEM (Original equipment manufacturer) and instruction of engineer-in-charge.
2. All equipment erection charges are inclusive of shifting dragging handling of the respective equipment up to S/s erection site from its S/s site store.
3. Contractor has to ensure safe shifting dragging erection of all equipments to comply with labour laws I.E. rules etc.
4. All erection charges are inclusive of fixing of clamp connectors, all necessary accessories to the respective equipment.
5. Transformer erection charges cover shifting dragging, handling etc. for its bushings radiators conservator tank and allied accessories.
6. All erection work includes erection insurance to be arranged by the contractor at his cost.
7. All the required tools and tackles like conductor, earth wire compression, jointing machine, cutting machine, welding set etc, are to be arranged by the contractor at his cost.
8. For electrical lighting work prevailing SOR of Electrical work of R&B of GOG is to be followed.

3.21 **Dismantling:**

3.21.1 To ensure safety & Technical parameters in safe guard during dismantling, in person of concerned Engineer in charge. Also to stack the materials at safe place in proper stacking manner.

Signature of Contractor

Superintending-Engineer
GETCO, CO, Bharuch

TECHNICAL PARTICULARS FOR ERECTION, TESTING AND COMMISSIONING OF TRANSMISSION LINES ON D/C-M/C TOWERS:

4.1 The scope for erection works covered under this section consist of:

- I. Check survey with minor survey work and if required, original survey and profiling. taking delivery of structure and line material from the carrier/ The GETCO, checking them, transporting to contractor's stores and keeping in safe custody,
- II. to take suitable storage-cum-erection insurance,
- III. distribution of all materials to erection site,
- IV. Excavation, stub-setting, concreting etc. complete work for foundation including dewatering, shoring & shuttering, cutting of stubs, fabrication and supply of chimney material and form boxes etc.
- V. Tower erection including fixing of attachments, accessories and tack welding,
- VI. Stringing of AAA/ACSR conductor/s and ground wires with providing jumpers etc. upto sub-station gantries at both ends and making LILO arrangement including dismantling work with one circuit in live condition wherever applicable and if the item is included in Schedule B. De-stringing of existing 66kV D/C line including grounding of insulator string, clamping, grounding of earth wire/conductor crediting to The GETCO's store.

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VII. Testing, commissioning and guarantee of all the activities carried out from (I) to (VII).

- 3.1.2 The successful Contractor shall carry out all addition/alteration required to complete the line for commissioning.
- 3.1.3 The GETCO will supply structure materials, bolts-nuts, attachments, insulators, insulator-hardwares, conductor, accessories, ground wire, ground wire accessories, etc. required for erection of transmission line.
- 3.1.4 All works shall be carried out in accordance with the revised and latest provisions under Indian Electricity Act and Rules made there under.
- 3.1.5 All the erection tools required during construction of line shall be arranged by the contractor at his own cost. The Contractor shall only be responsible for damage and / or loss of his erection tools.
- 3.1.6 The Contractor shall be fully responsible for completing all the above works till the complete line is taken over by the GETCO.
- 4.2 **ROUTE:**
- 4.2.1 The proposed route of the line is available with concerned field office. The tenderers are presumed to have acquainted themselves with the route of line before submitting their offer.
- 4.2.2 The successful bidder has to collect from concerned field office the detailed route on topographic sheet duly approved by the GETCO immediately on receipt of the Order. He shall also arrange visit of proposed line route jointly with The GETCO's representative for important marks coming along with the route.
- 4.3 **SURVEY:**
- 4.3.1 On completion of final survey (check survey), the contractor should return the copy of original profiles along with copies of final survey to the Engineer-in-Charge of the work, before commencement of digging of pits. If, any subsequent alteration is found necessary i.e. during check survey, the contractor shall have to submit full details of such alteration with justification and obtain approval of the **Superintending Engineer** before carrying out the work. The contractor will be responsible for any inaccuracies that may arise due to incorrect survey / spotting of tower etc. and should rectify such inaccuracies at his own cost. The approval of check survey shall be obtained from the **E.E. (AM)** concerned.
- 4.3.2 For important crossing like major road, railways, rivers, power line, telecommunication lines etc. the clearances shall be provided in accordance with the prevailing rules of the concerned authority.
- 4.3.3 Tension towers with double tension hardware shall be located on either side for railway and power line crossings depending on the merits of each case. Necessary copies of finally approved drawings required for approval of concerned authority shall be supplied by the Contractor free of cost.
- 4.3.4 The angle of crossing shall be maintained at 90 Deg. as far as possible for crossings like river, railway, power line and P&T crossings but never less than 70⁰.
- 4.3.5 The crossing towers with double suspension hardware and dead end type anchor towers shall be located for major river crossings.
- 4.4 **TAKING DELIVERY AND DISTRIBUTION OF MATERIALS:**
- 4.4.1 The Contractor has to take delivery of tower materials/ Girders directly from the GETCO's store. The line materials that will be issued by the GETCO will be in "as is where is" condition at the stores centre of the GETCO in that area during working hours of working days. The Contractor will

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be fully responsible for any damage to or loss of all materials at any stage during transportation or erection.

4.4.2 The Contractor has to open site store immediately nearby the line route and ensure for safe custody of all the materials stored at his own cost.

4.5 **WAY LEAVE, TREE CUTTING AND OTHER OBSTRUCTIONS:**

4.5.1 The contractor will arrange for right of way and for tree clearance. Proposals in this connection will have to be prepared and submitted by the Contractor well in time. It will also be necessary on the part of contractor to instruct his labourers and staff to use minimum area while doing the work where there are standing crops. No person of the contractor should pick any items from standing crops or fruits. The contractor should take all possible steps to avoid or minimize damage to standing crops, etc.

4.5.2 The contractor should immediately notify any obstructions or hindrance from local villagers or the local authorities in the execution of the work to the concerned Engineer-in-Charge but should not deal directly in the matter. The Engineer -in-Charge will arrange to remove the obstacles as soon as possible.

4.5.3 For the clearances, permissions, removal of obstructions in way leave etc. the Contractor shall not remain contented by simply informing the GETCO, but shall invariably assist and arrange for personal follow up to overcome the difficulties in the interest of progress of the work.

4.5.4 **METHODOLOGY FOR COMPENSATION TOWARDS ROW:** Methodology for compensation towards Right of Way (ROW)/Way leave clearance/Tree crop damages etc during construction of this line will be made as per GOG Tharav No. GET-11-2015/GOI-199-K Dated 01.03.2024.

4.6 **ACCESS TO LOCATIONS:**

4.6.1 It will be the Contractor's sole responsibility to take the materials upto the location. Any path way, temporary road, temporary bridge required will have to be provided by the Contractor at his own cost. If, for any reasons the above is not feasible, the Contractor at his own cost shall have to arrange transportation by head loads.

The contractor will be deemed to be very well familiar with the route of the transmission line before giving the offer. Notwithstanding the difficulties of terrain, location approaches, way leave and other obstructions the price quoted for all the items of erection in the Schedule of Section-E-IV shall not undergo any change at any stage or granted by the GETCO for any special rates/consideration.


SHORING, SHUTTERING AND DEWATERING:

The Contractor has to arrange for shoring, shuttering and dewatering work during activities of excavation, stub setting and concreting. These shall be done at his own cost.

4.7 **EXCAVATION FOR FOUNDATIONS:**

4.7.1 On finalization of location, the Contractor shall make a trial pit on all four legs of tower having width of 900 mm x 900 mm and depth according to following alternatives:

Alternative-I: If the rock is encountered within the depth of 1.5 mtr, the excavation of trial pit shall be restricted to 1.5 mtr. During such excavation, it should be ensured that the depth of rock encountered shall meet with the concrete plug height of respective rock type foundation design. Otherwise, the excavation depth be increased in such a manner that depth of rock encountered shall meet the concrete block height of respective rock type foundation

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design. The total depth of excavated pit shall be limited to 3.5 mtrs for adopting suitable foundation design.

Alternative-II: When the rock is not encountered up to 3 / 3.5 mtr, the excavation shall be stopped and depending upon the soil strata of excavated pits, the classification of foundation type to be adopted be obtained.

- 4.7.2 After the excavation of all the four pits for the tower, as indicated in 3.7.1 above, the Engineer-in-Charge of the work (Elect. & Civil) or Engineer nominated by the Chief Engineer (Proj), Head Office shall examine the type of soil and foundation to be adopted for the particular location. For this purpose, Contractor shall offer at least 10 (Ten) locations at a time. The decision given by the Engineer-in-Charge of works (Elect. & Civil) or Engineer nominated by Chief Engineer (Proj) for adopting type of foundation at particular location shall be binding to the Contractor.
- 4.7.3 After the decision of foundation type to be adopted, the excavation dimensions of trial pits shall be increased to the respective approved foundation design, if required. For the excavation done in excess of determined volumes (according to approved foundation design), the contractor has to fill the extra excavation by 1:2:4 mix. concrete at his own cost.
- 4.7.4 The details of strata found during the trial excavation, decision about the foundation to be adopted and the final actual excavation volumes shall then be recorded in the register to be maintained for this purpose, with proper authentications of the engineers of the Contractor.
- 4.7.5 The payment of excavation will be limited to the volumes as per approved excavation drawings even though the Contractor may excavate more for the sake of his own convenience or for any reasons. If the excavated dimension/s is/are more than the dimension/s shown in the approved drawing, the additional excavated volume should be filled in with 1:2:4 mixture concrete at Contractors cost in respect of materials, labours etc.
- 4.7.6 In case of rock soil, the extra excavated rock portion on all sides shall be filled with 1:2:4 mix concrete at his own cost in respect of materials, labours etc.
- 4.7.7 The rates indicated in schedule for excavation work in each soil shall be applicable to all the locations as per actual condition of the soil strata irrespective of classification of type of foundation.
- 4.7.8 The rates for excavation indicated in schedule shall also be applicable for benching work, if required.

4.7.9 **Definition of Soils:**

The soil to be excavated for tower foundations are classified as under:

a) **Normal dry Soil:**

The soil readily removable with ordinary spades and shovels viz. murrum / hard murrum etc. and to be used for location in normal dry cohesive or non-cohesive soils of any colour or soil containing loose boulders.

b) **Black Cotton Soil:**

The clayey soil which can be removable with ordinary spades, shovels, pick, axes etc. and swells when wet and shrinks when dry, but not necessarily black in colour.

c) **Soft Rock:**

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The rock like hard gravel, kankar, limia stone, fissured rock and other types with similar nature, which gets decomposed and can be quarried or split with crow bar or pick or axe.

d) Hard Rock:

The rock which can be removed by chieselling, drilling, blasting.

e) Sandy Soil:

The normal / black cotton soil which contains more than 50 % sand OR complete sand.

f) Wet Soil:

The normal / black cotton soil having long standing surface water for more than 6 months and with water penetration not exceeding one meter below ground level e.g. paddy field.

g) Submerged Soil:

The normal / black cotton soils met with sub soil water which requires dewatering.

Note: For rock, it may be ensured that it is the parent soil strata and not the isolated local boulders.

4.7.10 Guideline for adopting various types of foundations: (All dimension are in mm)

Sr. No.	Type of foundation to be adopted	Type of soil	Layer depth from ground level in mm.	
			From	To
1.	Normal Dry Soil (NDS)	Dry B.C. NDS OR NDS	G.L. DBC Layer at 1(a) G.L.	500 m.m. 3500 m.m. 3500 m.m.
2.	Partially Submerged Normal (PSN)	Soil strata as at (1) / (5) but with soil water table available below 1500 m.m. from G.L. to 3500 m.m.		
3.	Fully Submerged Normal soil (FSN)	Soil strata as at (1) / (5) but with soil water table available within 1500 m.m. from G.L. to 3500 m.m.		
4.	Wet Normal Soil (WNS)	Soil strata as at (1) but surface water logged for more than 6 months and penetrating upto 1000 m.m from ground level.		
5.	Partially Dry Black Cotton (PDBC)	DBC N D S	G.L. DBC Layer at 5(a)	More than 500 m.m. & upto 1500m.m. 3500m.m.
6.	Fully Dry Black Cotton	DBC	G.L.	More than 1500 m.m.



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Sr. No.	Type of foundation to be adopted	Type of soil	Layer depth from ground level in mm.	
			From	To
	(FDBC)	NDS	DBC Layer at 6(a)	and upto 3500 m.m. 3500 m.m.
7.	Partially Submerged Black Cotton (PSBC)	Partially Soil strata as at (6) but with sub soil water table available 1500 m.m. from G.L. upto 3500 m.m.		
8.	Fully Submerged Black Cotton (FSBC)	Soil strata as at (6) but with sub soil water table available within 1500 m.m. from Ground Level upto 3500 m.m.		
9.	Wet Black Cotton (WBC)	Soil strata as at (5) or (6) but surface water logged for more than 6 months and penetrating upto 1000 m.m. from ground Level.		
10.	Soft Rock (SR)	Dry B.C. or NDS Soft Rock	G.L. DBC/NDS layer at 10(a) (within 1500/3500m.m.)	Rock 1500 m.m. within 3500m.m.
11.	Hard Rock (H R)	Dry B.C. or NDS Hard rock	G.L. DBC/NDS layer at 11(a) (within 1500/3500m.m.)	Rock 1500/within 3500m.m.
12.	Sandy	Dry B.C. or NDS	Mixed with sand upto 3500 mm. (more than 50% Sandy)	
			OR	
		Sand	Within 1500mm. from G.L.	3500 m.m.

4.7.11 For very complicated soil strata other than indicated above like soft rock-cum submerged or hard rock-cum-submerged, normal-clayee-sandy soil etc., the matter should be referred to Chief Engineer (Trans) for decision regarding the type of foundation to be adopted, giving details of strata of soils in all the four of the location along with proposal recommended. The proposal shall be submitted in consultation with the Engineer-in- Charge (Civil & Electrical).

4.7.12 Precautionary Measures:

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- a. During excavation of rock (by chiseling or blasting or drilling) extra care should be taken, so that excavation dimensions required for rock portion is maintained almost equal to but never less than approved foundation design. The rock surface shall be as rough as possible for proper bondage between rock and concrete. In case of extra excavation in rock, the same shall be filled with 1:2:4 mix concrete at Contractor's own cost i.e. the concrete shall be filled in the gap for the desired height of the concrete plug. The Contractor shall arrange for required blasting materials at his own cost and will be responsible for storage and use of such materials.
- b. Whenever dewatering is necessary during excavation for smooth execution of the work, manual dewatering will be resorted to in case of little water otherwise mechanical or power driven dewatering shall be deployed at Contractors own cost.
- c. In case of collapsible soil shoring and shuttering shall be provided by the Contractor at his own cost. No extra charge shall be admissible for removal of collapsed soil in the pit.
- d. Whenever necessary, the leveling of soil shall be done.
- e. For shallow foundation, the stub shall be cut to proper length at contractor's own cost and record shall be maintained for such locations in terms of cut lengths.

4.8 **STUB SETTING:**

- 4.8.1 The Contractor shall be fully responsible for correct setting of stubs in accordance with approved methods of the exact locations and alignments and in precisely correct level. Stub-setting templates to be supplied by the GETCO should be used for proper, setting of stubs.
- 4.8.2 The rates for stub setting are inclusive of cutting of stubs (if any), setting of stubs, levelling at correct level, dismantling of template after concrete, back-filling etc. work.
- 4.8.3 Above rates shall be on per MT basis for normal, extensions upto 21 meters and special/river crossing towers.
- 4.8.4 The weights payable for stub-setting item shall be comprising the weight of stub and its respective stub setting template.
- 4.8.5 The Contractor shall invariably return the stub setting templates with bolt-nuts in good condition to the GETCO on completion of foundation work. The templates shall be returned duly painted with red oxide, if ungalvanised and marked with its number.

4.9 **CONCRETE:**

- 4.9.1 Form boxes made out of M.S. sheet for chimney and steps or pyramids shall be prepared by the contractor as per approved foundation design, drawings at his own cost.
- 4.9.2 The cement required shall be arranged by the contractor from his own stock or by purchasing from the market. (Please see the Special condition for use of cement).
- 4.9.3 The cement consumption for different types of concrete shall be considered as follows:
 - 1:1.5:3 mix. - 8.2 Bags, per Cu. metre. (M 20)
 - 1:2:4 mix. - 6.5 Bags, per Cu. metre. (M 15)
 - 1:3:6 mix. - 4.5 Bags, per Cu. metre. (M 10)
- 4.9.4 The sand shall be of the best quality containing hard siliceous materials, clean and of sharp angular grit type and free from earth or organic matter or salts and to the satisfaction of the Engineer-in-Charge. The sand shall be washed before use. No saltish or brackish water shall be used for concreting.
- 4.9.5 The mixture of concrete to be used shall be such as to produce a sound, compact and water-proof concrete. The mixture shall not be weaker than the ratio to be prepared. The stone metal shall not be in size bigger than 40 m.m. The concrete for chimney shall be prepared with 20 mm stone metal and the concrete for pyramid/step/pad shall be prepared with 20 mm or 40 mm stone metal. The

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mixture shall be prepared using mixing machine only. It should also be free from grit and dirt. The concrete shall be mixed as stiff as required for placing the concrete in the form of moulds with ease and degree to which concrete resists segregation will permit. Hence, the quantity of water used should not be too much.

- 4.9.6 Proper form or moulds adequately braced to retain proper shape while concreting, should be used for chimney, pyramid and slab portions. Form boxes should be water tight so as not to allow cement cream to come out leaving only sand and gully to form honey combs in concrete. Form boxes should be cleaned and oiled before using for concreting.
- 4.9.7 All sub-merged locations must be kept completely dewatered both during the placing of concrete and for 24 hours after completion. There should be no disturbance of concrete by water during this period.
- 4.9.8 Form boxes should not be removed before 24 hours, after concreting. Concrete surfaces where required should be set right with rich cement and mortar after removal of the forms.
- 4.9.9 The Superintending Engineer (Trans), Bharuch or Engineer appointed by him at his sole desecration may uncover any cast foundation to find out the workmanship of foundation. Contractor shall render necessary assistance during such fact finding operation and shall comply with the report of the investigating officer.
- 4.9.10 The tor steel bars required for RCC type foundation shall be procured by the contractor in advance to avoid delay in the work.
- 4.9.11 The contractor will be responsible for constructing the foundations in accordance with the design of each type of foundation supplied by the GETCO.
- 4.9.12 The rates indicated in schedule for concrete work shall be applicable to all the locations irrespective of soil strata and type of foundation adopted.
- 4.9.13 The tor steel bars required for RCC type foundation shall be procured by the Contractor in advance to avoid delay in the work.
- 4.9.14 The empty cement bag shall be retained by the Contractor.
- 4.9.15 No wastage is permitted for reinforcement steel as reinforcement steel is to be procured by the contractor at his own cost. NO over lapping of RCC is permitted in foundation work.
- 4.9.16 The GETCO reserves right to test the quality of steel and cement procured by the contractor at any Govt. recognized Laboratory and intended to be used for the tower foundation works. The test results shall be binding to the Contractor.

4.10 CURING AND BACK-FILLING:

- 4.10.1 After 24 hours of pouring, the concrete should be cured by keeping it continuously wet for 14 days. After 48 hours of pouring, the pit may be back filled with excavated selected earth (which is free from grass, dung, wooden waste, postures and fodder woods, shrubs, thorn etc.) sprinkled with necessary amount of water and well compressed and consolidated in layers not exceeding 150 mm. If the excavated soil consists of large boulders/stone, the same shall be broken to maximum size of 80 mm and mixed with soil to be back filled. At the locations where borrowed earth is required for back filling, this shall be done by the Contractor at his own cost, irrespective of transportation from any lead. Thereafter, the exposed top end the fill shall be kept wet for the remainder of above prescribed curing period. The uncovered portion of concrete chimney above the back filled earth shall be kept wet by providing empty gunny bags fully wrapped around the concrete chimney for curing and ensure that the bags are kept wet by frequent pouring of water on them.

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- 4.10.2 Extra ordinary care be taken during back-filling. The Contractor and The GETCO's Engineers at site shall ensure that back-filling is done in the manner referred above, so that back-filled earth becomes homogeneous with surrounding parent soil with the passage of the time.
- 4.10.3 The site engineer of the contractor shall record the day / date of curing, back-filling etc. and sign in the register for its correctness along with The GETCO's representative.
- 4.10.4 The rates of stub setting are including the work of back filling of excavated pit. The large stones / boulders shall be broken to maximum 80 mm size before used for back-filling at no extra cost to the GETCO.
- 4.10.5 The quantity of excavated earth obtained from a particular location shall generally be utilized in back filling work in tower footing of same location, unless it is unsuitable for such purpose. In the later case, the back-filling shall be done with borrowed earth of suitable quality irrespective of lead at no extra cost to the GETCO.
- 4.11 **PROTECTION OF TOWER FOOTING:/ 'H' FRAME FOOTING.**
- 4.11.1 The work shall include all necessary stone revetment, concreting and earth filling above ground level and the clearance from stacking on the site of all surplus excavated soil, special measures for protection of foundation close to or in nallas, river bed hilly/undulated terrain etc. by providing suitable revetment. The top seal cover of the stone revetment shall be done with M150 concrete (1:2:4 mix). The Contractor shall furnish in the profile itself the recommendations for providing protection at these locations wherever required. However, the work shall be executed as per approved drawings only.
- 4.11.2 The quantity of excavated earth obtained from a particular location shall generally be utilized in back filling work in protection of tower footing of same location, unless it is unsuitable for such purpose. In the later case, the back filling shall be done with borrowed earth of suitable quality irrespective of lead and the consolidation of earth shall also be done free of cost.
- 4.11.3 Quantities of various protection work like stone revetment, concrete revetment, brick masonry and random stone masonry to the foundations are to be executed by the successful contractor if indicated in the schedule- B and payment for such quantity shall be as per unit rates accepted.
- 4.12 **ERECTION OF TOWERS:**
- 4.12.1 The super-structure of towers should be erected on foundations after 14 days of concreting. However, the method adopted for erection of tower is left to the discretion of the contractor subject to the condition that he takes responsibility for any damage to materials. No tower member should get strained or bent during erection. The towers must be truly vertical after erection and no straining would be allowed to bring it in alignment. Maximum tolerance in verticality that will be permitted is ONE mm per 360mm of tower height. The bolt head shall be on outside faces and nuts and washers on inside faces of the tower. All bolts & nuts shall be made fully tight and finally the bolt threads shall be centre punched to avoid nuts getting loose. Punching of bolts shall be made by chamfering the threads with centre punch atleast at three places equally spaced on contact surface of bolts and nuts.
- 4.12.2 Complete tower erection shall include erection of all accessories like danger plate, number plate, phase plate, C.I. Plate, Anti-climbing devices and fittings including attachments like step bolts, ladders, platforms, 'U' bolts, shackles, hangers, strain plates etc.

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- 4.12.3 Suitable tower extension shall be erected to get desired ground clearance whenever required, as determined at the time of survey and profiles.
- 4.12.4 To avoid pilferage of bolts and nuts and tower members, the bolts of the two bottom most panels (say upto 10 meters) shall be tack welded at three places on the nuts diametrically. The zinc rich paint shall be procured by the Contractor at his own cost and shall be applied immediately following the tack welding.
- 4.12.5 The contractor shall arrange for all the equipments for tack-welding purpose. The rates shall be inclusive of supply and application of zinc rich paint on it. The tack welding of nuts with bolts for two bottom - most panels shall be carried as per the instruction of E.I.C.

4.13 **GROUNDING:**

- 4.13.1 It is necessary that in no case, tower footing resistance should be more than 10 Ohms during dry weather. The Contractor shall arrange required equipments for measurement of soil and tower footing resistance. The payment shall be released only after receipt of final soil resistance details of providing earthing at each location.

- 4.13.2 After erection of towers, the Contractor shall measure the footing resistance of each location and prepare the record for submission and approval of Engineer-in-Charge for deciding the type of grounding to be provided.

4.13.3 **Pipe Type Earthing:**

At locations where footing resistance does not exceed 10 Ohms., the pipe type earthing as per appended drawing shall be provided. The contractor will have to supply all the materials required for grounding like pipe, flat, bolt- nuts, salt, fine broken coke/charcoal etc. The earthing is to be done by making a bore hole for insertion of pipe away from the tower leg excavation line.

4.13.4 **Counterpoise Earthing:**

At locations, where footing resistance exceeds 10 Ohms, counterpoise earthing as per appended drawing shall be provided to bring down the tower footing resistance below 10 Ohms. The Contractor will have to supply all the materials required for grounding like lugs, G.I. wire, bolts, nuts etc. The counterpoise earthing shall be buried 600 mm below ground level.

- 4.13.5 The method for providing earthing shall be at the descretion of the Contractor.

- 4.13.6 The record of footing resistance shall be maintained in consultation with Engineer-in-Charge before and after providing of suitable earthing.

4.14 **INSULATOR HOISTING ON TOWERS / 'H' FRAME:**

- 4.14.1 Suspension insulator strings shall be used on all tangent type towers and tension insulator strings on all small, medium, large angle and dead end type tension towers. Technical particulars of insulator strings are appended herewith.

- 4.14.2 Insulators strings shall be assembled on ground. These shall be cleaned and examined for hair cracks, chips or defective glazing (not exceeding half centimeter square) and then hoisted by careful handling. The work will include fixings of all hardwares and fittings in their proper places and order.

4.15 **STRINGING ON TOWERS / 'H' FRAME:**

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- 4.15.1 Before commencing of stringing work, contractor must obtain approval of sag tension charts (these shall have to be supplied by the contractor) showing final sags and tension for various temperature and spans. The stringing chart shall be prepared according to appended format only.
- 4.15.2 The Contractor shall be responsible and will take care of proper handling of drums from stores to site. Sufficient numbers of aluminum snatch blocks shall be used for paving out the ACSR/AAA Conductors. Necessary precautions shall be taken to avoid conductor rubbing on the ground by providing adequate ground roller, rollers on supports. Additional rollers shall also be provided to cross thorny hedges, footing and other obstructions to avoid scratching of conductor. The conductor and ground wire shall be made to sag correctly as per stringing charts before they are finally transferred to the hardwares for conductors and to clamps for ground wire. No joint should be made at less than 30 metres from the tower end and no joint shall be permitted in Railway, River, road and other important crossings spans. There shall not be more than one joint in a span of each conductor. The sag The GETCO, if used shall be adjusted to suit the sag indicated against actual temperature for an individual span. The thermometer shall be provided at the conductor point during the stringing work. Dynamometers shall be used in tensioning the conductors. All conductors shall be stressed to their maximum working load at the time of stringing, as per approved stringing charts.
- 4.15.3 The minimum clearance between the lowest point of conductor and ground shall not be less than required. All compression joints should be carefully made and a record of initial and final lengths of the joints jointly signed by Contractor's and The GETCO's representatives should be maintained. Check for sag should also be made at intervals when conductors are drawn up. Over stressing, causing damage to towers should be avoided. Care should be exercised not to over tension the conductor. An extra sag of 150 mm be allowed at all the important tension locations like Railway/River Crossings.
- 4.15.4 After being pulled the conductor/ground wire shall not be allowed to hang in the stringing sheaves for more than 72 hours, before being pulled to the specified sag. During the time the conductor / ground wire is on the stringing sheaves before sagging-in, it shall be ensured that the conductor / ground wire is not damaged due to wind, vibration, vehicles or other causes. Scaffolding should be used to cross the important roads and Railway Crossing for minimum interruption to traffic.
- 4.15.5 The conductor shall be pulled upto desired sag and left in serial stringing sheaves for at least one hour after which the sag shall be rechecked and adjusted, if necessary, before clipping in and transferring the conductors from the serial stringing sheaves to the suspension clamps.
- 4.15.6 Conductor shall be clamped within 24 hours of sagging. The sag will be checked in the larger spans of the section in case of sections upto eight spans and in one intermediate larger span also for section with more than eight spans.
- 4.15.7 The stringing sheaves, when suspended on the transmission structure for sagging, shall be so adjusted that the conductor will be on the sheaves at the same height as the suspension clamp to which it is to be secured.
- 4.15.8 The stringing of the ground wire shall be done in accordance with the stringing charts approved by the GETCO. The ground wire shall be strung to run continuously over the conductors. The ground wire shall be pulled, sagged and clamped-in from tension tower to tension tower before the phase conductors are pulled in that section.
- 4.15.9 All the line conductors shall be terminated at sub-station structures whose details shall be furnished by the GETCO at the appropriate time. The contractor shall fix strain insulators on the sub-station structures.

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- 4.15.10 Armour rods and vibration dampers shall be fitted at each suspension tower before final clamping of conductor with Insulator strings. Vibration damper shall be fitted at each tension tower after final clamping of conductor with insulator strings. Vibration dampers are to be fixed using aluminium tape with each clamping bolt and in correct vertical position in relation to conductor. Compression type joints are to be used for jointing of conductors. Each part connected with joints shall be perfectly cleaned by wire brush and properly greased before final compression. All the joints of conductors and earth wire shall be made in the best workmanship manner and shall be perfectly straight and having maximum possible strength.
- 4.15.11 Proper guys shall be provided to counter balance the paving out tension of conductor/ ground wire at the tension locations, to avoid damage to towers and/or accident.
- 4.15.12 Stringing work shall mean, the activities of fixing of insulator and insulator hardwares, paving, jointing, tensioning, clamping with armour-rod, providing dampers, repairing of conductors (if any) and fixing the conductor at tension hardwares etc. De-stringing work is the part of this contract. It includes de-clamping of the existing conductor / earth wire grounding of insulator string earth wire / conductor and depositing the same in the GETCO`s store.
- 4.15.13 The rates for any type of stringing work, out of followings are indicated in Schedule B.
- stringing of one / two ground wire/s,
 - stringing of single / double circuit line with single bundle conductor/s,
 - hot-line stringing of conductor,
- 4.15.14 The rates for stringing of conductors and ground wire for special crossings like river shall be on per KM basis only and shall be paid according to actual work done. In case special towers are suspension type the special shall mean major river crossing section considering the span from one anchor tower to the other end anchor tower
- 4.15.15 The stringing work should be planned in such a manner in consultation with the Engineer in charge of the work that minimum shut down of power line crossings are required. Revenue loss due to any undue shut down i.e. after the shutdown is arranged and required to be extended on account of contractor shall be recoverable from the contractor.
- 4.15.16 All members of dismantled tower and line materials shall be credited by the contractor to Const. Div. store
- 4.15.17 The empty steel drums of conductor and earth wire shall be returned by the contractor.
- 4.16 **TOWER ACCOUNT**
- 4.16.1 Within the month of completion of the foundation activity of the line all the stub setting templates shall be returned / credited to the GETCO's store as per the instruction of the Engineer-in-charge of the works at no extra cost to the GETCO.
- 4.16.2 Within the month of completion tower erection activity of the line all surplus stubs / towers / extensions including bolts, nuts and accessories etc. shall be returned / credited to the GETCO's store including its proper stacking as per instruction of the Engineer- in-charge of the works at no extra cost to the GETCO. If contractor fails to do so, cost of the surplus towers i extensions / stub setting template including bob & nuts shall be deducted from the payable amount of this or any other work executed by the contractor.
- 4.16.3 So far as the accounting of unused surplus towers is concerned, the same shall be done on the basis of complete tower only and not on per MT basis. For shortage of any part (as per BOM) /Bolts-Nuts/Accessories to complete the tower, recovery of complete full tower shall be made from contractor's bill.

4.16.4 All the surplus towers as mentioned above shall be returned to the stores as per instruction of Engineer-in-Charge of the works OR at the TOWER BANK situated at Bharuch within one month of completion of towers erection. This includes unloading of tower material and stacking it as per instruction of the Engineer- -in-Charge at no extra cost to the GETCO.

4.16 MATERIAL ACCOUNT:

4.17.1 On completion of the work, all surplus tower and line materials etc. and stub-templates shall be returned by the contractor to the stores of the GETCO, as per the instructions of the Engineer-in-charge of the works at no extra cost to the GETCO.

4.17.2 The contractor shall submit the complete materials account immediately after the work is completed and in any case not later than 3 months from the date of completion or handing over of the line, whichever is earlier.

4.18 WASTAGES:

4.18.1 The contractor shall make every effort to minimize the breakages, losses and wastages of line materials/cement etc. supplied "Free of Cost" by the GETCO for line erection work.

4.18.2 The maximum ceiling for wastages permitted is as under:

Sr. No.	Item	% wastages permitted (Maximum)
i)	Conductor and earth wire.	½% (for jumpering, sister wire & sag.)
ii)	Conductor and earth wire.	½% (for credit as scrap of cut-piece length (from 10 Mtrs. Upto 30 Mtrs.)
iii)	Conductor and earth wire.	And 2% (for credit in pieces as good conductor from 10 Mtrs. to 30 Mtrs.)
iv)	Bolt-nuts	Nil (No extra bolts-nuts will be supplied).
v)	Insulators	¼ %

4.18.3 All the wastages are accountable except for items (i) of Clause No.2.24.2. The account of permissible wastages shall be maintained at site in the registers as prescribed by the Engineer-in-Charge of works, which will be subjected to periodical checking by purchasers authorized representatives.


4.18.4 The account of wastages shall also be submitted on monthly basis (with running accounts bills) to the Engineer-in-Charge of works as per Statement-B, Appendix-I of the specification. The copy of R.A. Bill shall also be submitted to the concerned Executive. Engineer (Const).

4.18.5 The contractor has to return empty steel conductor and earth wire drum.

4.19 TESTING AND COMMISSIONING:

4.19.1 The Contractor after completion of erection work will ensure that all works connected with line have been completed. These works shall be done correctly as per Indian Electricity Rules and Procedures. Any extra cost involved due to incompleteness of work or bad workmanship found out subsequently shall be set right forth with by the Contractor at his cost.

4.19.2 After the erection is completed in all respects, the line should be thoroughly patrolled and checked for continuity and clearances. The line should be meggered to check its insulation level. Afterwards a written confirmation should be given to the Engineer-in-Charge that the men, materials, tools

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and earthings (if any) are removed and the line is safe for charging. On charging the line, if it does not hold and trips, the contractor should arrange to patrol the line and find out the causes for the tripping and rectify the defect at no extra cost to the GETCO.

4.20 HANDING OVER OF LINE DOCUMENTS:

4.20.1 On completion of all erection activities, the contractor has to furnish following informations along with technical details to concerned Engineer-in-Charge of the work in triplicate duly bound: -

- a. Approved surveyed route with permanent marks, (To be obtained from the GETCO)
- b. Approved copy of profiles with tower schedule, (To be obtained from the GETCO except for portion where any change is approved)
- c. Location wise soil strata details of each pit excavated, type of foundation executed, volumes of excavation & concrete and RCC steel weights,
- d. Details of revetment, retaining walls, etc., work done for protection of tower footing and their approved drawing copies,
- e. Approved copies of stringing charts,
- f. Value of tower footing resistance before & after providing earthing and type of earthing executed,
- g. Details of spans and phase where mid span joint, repair sleeve used,
- h. Location wise type and numbers of insulators, insulator hardwares, earthwire hardwares, conductor accessories, etc., provided,
- i. Separate detail of each crossing like road, river, railway, power line, P&T Line, etc and details of clearance as per Indian Electricity Rules.

4.21 GENERAL:

4.21.1 The Contractor shall ensure that at the end of each sub-activity the surplus materials are immediately removed from the work-site to avoid loss and injury to the public.

4.21.2 The Contractor has to return all surplus materials after reconciliation of material account in good and useable condition and settle final bill including signature in all relevant papers required for passing of final bill within three month from the date of charging / commissioning of line.

4.21.3 The contractor has to return empty Conductor / Earth wire Drums if it is Steel Drum. For wooden Drums, contractor has not to return the empty Conductor/Earth wire Drums for the conductor/ E.W used for this line.

4.21.4 If contractor does not complete the work in specified time with GETCO's specification or leave the site with incomplete work, GETCO will get the remaining work executed at the risk and cost of contractor.

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

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aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted, or made use of, it shall be within his discretion to accept the same as such reduced rates as he may fix thereof. Provided that in the case of any work of which visible check is not possible, if the Engineer-in - charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test, part of such work is found to be defective in any respect or to have been executed with materials of inferior quality, then the contractor shall be paid for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such samples tests.

4.21.6 If the contractor fails to complete the job in stipulated time period/leaves the site with incomplete work, GETCO will get the remaining work executed at the risk & cost of contractor.

4.22 **PROGRESS REPORT:**

4.22.1 Daily progress report in duplicate shall be regularly submitted to the Executive Engineer (Const), with a copy to Supdt. Engineer (Trans). The Contractor shall also maintain register as per Schedule of Section E-IV.

4.23 **SITE VISIT:**

4.23.1 The Engineer-in-Charge of the works or his representative will be free to visit the contractor's works, their site stores and erection site and also verify the purchasers materials in the custody of the contractor, as and when required.

4.24 **WARRANTY:**

4.24.1 The erection work will be covered under warranty period against any defect arising from erection workmanship for a period of 18 months from the date of completion of line or 12 months from the date of handing over of the line to the satisfaction of Superintending Engineer (Trans), at his sole discretion, whichever is earlier.

4.25 **QUANTITIES:**

4.25.1 Quantities given in the Schedule-B are to be executed by the contractor at the rate accepted by the GETCO in the A/T. In case of any deviation/tower quantity /type of tower/ length of line, excavation/ concreting resulting in an increase in which event the field officer shall obtain prior approval of the competent authority of GETCO and excess quantity shall be paid only at accepted rate of the A/T.

Design / drawings for any other item to be executed, if required shall be prepared and submitted to the GETCO for approval by the successful contractor at no extra cost to the GETCO and in time to avoid delay in completion period. Payment for such Items executed shall be made on the basis of quantities of approved designs and rates accepted in the A/T.

Signature of Contractor

Superintending Engineer
GETCO, CO, Bharuch

Penalty Clause:

Penalty:

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

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compensation and liability as per statutory requirement, contractor / agency shall be penalized as under:

2.

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

Reporting:

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

3. **Safety Requirement:**

- 3.1 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.

- 3.2 During site visit by GETCO official of Executive Engineer and above rank, the following checks during execution of work shall be covered.

- 3.21 Safety equipments available and utilize.

- (a) Helmet.
- (b) Safety belt.
- (c) Safety shoes.
- (d) Live line Voltage detector

- 3.22 Safety procedure adopted.

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

- 3.23 T & P physical Check. (Healthiness and Quality)

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

- 3.24 If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/- plus **GST** per occasion. (Max.Rs.3000/--for violation of three conditions) During subsequent visit, if violation is found, then double penalty plus **GST** shall be deducted from the bill of the Contractor/Agency.

Signature of Contractor

Superintending Engineer (TR)

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Safety Instruction for Contractors:

Following safety guidelines are mandatory for all contractors operating in GETCO premises /on transmission lines for Electrical, non-electrical & civil works.

1. The contractors must provide advance planning of work to concerned in-charge of substation in writing.
2. The list of workers/ lab ours with name and address must be given to S/s In charge prior to commencement of work by the contractor.
3. The copy of group insurance policy with list of name of workers covered.
4. The list of T&P and safety equipment (PPE) having tested and checked by GETCO officials at site.
5. The working procedure must be specified with timings of working hours indicating tea break & lunch break period.
6. Before starting any work whether switch yard, on line or in colony “permit to allow to work” must be taken from control room in-charge.
7. Utilizing Electrical/non- electrical equipments, safety rules must be implemented.
8. All workers /labour & supervisors must use safety equipments (PPE) during the work.
9. If the work is to be carried out on Sunday or public holiday the necessary permission must be taken in advance, requesting in writing.
10. Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area.
11. Any electrical work or electrical connections to equipment for any other work must be carried out by certified electrician/wiremen with adequate size of wire through MCB per I.E. Rule. Ensure that all precautions are taken to prevent electrical accident & the installation /connection is certified by Engineer in-charge.
12. No work should be done during night hours unless & until it is required under certain circumstances with the approval next higher authority and all necessary arrangement of adequate lighting with safety precautions is made.
13. Joint checking of line by In-charge, contractor & supervisor prior to commencement of work of any electrical/non-electrical work.
14. Any power line crossing, river crossing & railway crossing or any other hazards must be discussed with workers by contractor in presence of Engineer in-charge.
15. Contractors must submit list of workers with name, qualification and experience who are engaged for line maintenance/rectification job.
16. Line clear permit must be taken on power line crossing or passing nearby for safety of workers. This must be ensured by GETCO supervisor/in-charge of substation before starting the work.
17. Contractors must arrange for Shelter and drinking water facility for the labours /workers engaged with the permission of S/s in charge.
18. The method of work, required T&P and manpower should be discussed between GETCO supervisor, contractor’s supervisor and gang leaders.
19. Prior to execution of work a joint survey must be conducted by GETCO supervisor, contractor’s supervisor and DISCOM line man in order to identity the following.
20. The contractor has to deploy minimum 8 to 10 skill labours/ fitters at site daily failing to which GETCO shall deduct 1,000/- plus GST as applicable per day from the bill.
21. If the contractor fails to complete the job in stipulated time period, GETCO will get the remaining work executed at the risk & cost of contractor.
22. The GETCO reserves the rights of interchanging and dismissing any person employed for the work if there is complaint against his misbehavior, misconduct or disloyalty towards job.
23. Terms and conditions regarding industrial laws and other related matters shall be complied by the contractor in all respect.
24. The contractor shall ensure that all persons have provided safety tools, shoes, halmets etc. as may be required for safety point of view and all his persons shall follow the instructions issued by the GETCO from time to time in concern with the safety and security as the work to be carried out.
25. If the Contractor defaults in execution of the orders placed or if COMPANY suffers any financial loss due to this, then COMPANY will be forfeited Security Deposit, EMD plus GST as applicable from other orders of the same firm or by encasing the Bank Guarantee.

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26. If the contractor fails to complete the job in stipulated time period/leaves the site with incomplete work, GETCO will get the remaining work executed at the risk & cost of contractor.

SCHEDULE -A

MATERIALS:-

Following material will be supplied by GETCO “free of cost” for **Bi- Annual Rate Contract for restoration of various 66kV Class Transmission lines, damaged due to natural calamity / any other abnormality under various transmission divisions of Bharuch Circle.**

- 1) Towers, stubs, templates, tower accessories, bolts-nuts, H-frame DP Structure, H-frame DP Structure Accessories Stay Sets, Stay wire etc.
- 2) Conductor, conductor accessories, earth wire, earth wire accessories.
- 3) Insulators, insulator hardwares, G I strip size 75 x 10 mm & 50 x 6 mm /MS round bars size 20/25/32/40 mm dia. Except vertical 3.0 mtr long electrodes 66 KV /11KV/LT equipments with accessories and control and relay panels.
- 4) 110 Volt, 100 AH DC battery sets and battery chargers.
- 5) Various sizes of armored control cables and LT control cables.
- 6) PLCC equipments and PLCC panels.

Following materials / equipments will be procured / arranged by the contractor for erection of transmission line.

- 1) Tools tackles required for erection activities and stringing.
- 2) Earthing materials, CI frame & cover, cement as per IS -8112, sand, gravel, bricks, bolts-nuts with washers, number plates, painted plates etc. Vertical 3.0 mtr long electrodes
- 3) Maintenance free earth electrodes & back fill compound
- 4) Filter machine, hydraulic crane and hydraulic jointing machine/welding machines.
- 5) Barbed wire.
- 6) Zinc rich paint for bolt-nuts welded portion
- 7) Various plates namely DP / NP / PP / CIP.
- 8) Other materials and tools-tackles required for erection activities like survey, foundations, tower erection and stringing.
- 9) Tor steel bars required for reinforcement.
- 10) Nuts/Bolts required for H-frame DP Structure.
- 11) Boring machine and other tool required for bore type earthing for DP Structure

STORE CENTRES

SUB-Station Equipment/Material will be issued from following Store Centres:

Sr. No.	Name of work	Store Centers for issue of S/s+line materials/equipments.
1	Bi- Annual Rate Contract for Emergency Power Restoration Work of 400/220/132/66kV lines under Bharuch Transmission Circle	Bharuch/Haldarva

Note: Generally, all required materials will be issued form above store centre’s of GETCO. In case of non-availability of some items, contractor shall have to collect from other nearby store centers without extra cost to the Board.

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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APPENDIX - II

WORKS TENDERED / IN HAND

Details of other Works, tendered for & in hand, as on the date of the Submission of this tender [Tenderers shall submit the information in the Format detailed here under]

Sr. No	Name of work with location and address	Work in hand			Work Tender for			Remarks
		Tender Cost	Cost of Remaining work	Anticipated Date of Completion	Estimated Cost	Date when decision is Expected	Stipulated Date or period of Completion	
1	2	3	4	5	6	7	8	9

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company Date & place: _____

APPENDIX-III

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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TENDERER'S DETAILS OF PERSONNEL

The List of Technical Personnel intended to be placed at the Work by the Contractor.

[Tenderers shall submit in the Format detailed here under]

Sr. No.	Description &Details of position	Name	Qualification	Professional Experience & details of works carried out	Remarks
1	2	3	4	5	6

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____



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APPENDIX-IV

TENDERER'S DETAILS OF MACHINERY

The List of Technical Personnel intended to be placed at the Work by the Contractor.
[Tenderer shall submit in the Format detailed here under.

Sr. No.	Description & Details machinery	Capacity	Numbers	Make	Remarks
(a)	(b)	(c)	(d)	(e)	(f)

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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APPENDIX-V

PERFORMA, SHOWING THE DETAILS OF SITE VISIT DONE BY AGENCY BEFORE QUOTING THE TENDER.
[Tenderers shall submit in the Format detailed here under]

Sr. No.	Name of firm	Name of Authorized representative of firm who has visited the site.	Qualification	Designation / post holding in company.	Remarks.
(a)	(b)	(c)	(d)	(e)	(f)

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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APPENDIX - VI

Qualification Requirement.

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

Sr No:	List of Documents	
1	Registration	Class - with valid up to
2	P.F. No.	GJ/
3	Partnership deed/Proprietor (Notarized copy)	
4	Power of Attorney (Notarized copy)	
5	Bl. Sheet / P&L A/C, Statement of last three years.	
6	Latest Solvency certificate.	Rs. Lacs issued by Bank, branch dtd.
7	GST Registration No.	
8	PAN NO	
9	Valid Electrical Contactor License	

Signature of Tenderer

Company's Round Seal

Date:

Place

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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APPENDIX - VII

Qualification Requirement. Contractor must fill up below details

1.	PRICES: [FIRM ONLY] (Please Specify YES / NO.)	
2.	PENALTY TERMS AGREED (Please Specify YES / NO.)	
3.	SECURITY TERMS AGREED: (Please Specify YES / NO.)	
4.	TERMS AGREED: (Please Specify YES / NO.)	
5.	VALIDITY Of the offer for 180 DAYS From the date of opening of the Technical Bid: AGREED: (Please Specify YES / NO.)	
6.	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
7.	MOBILE NOS., TELEPHONE NOS. & FAX NO:	
8.	Authorized person of the firm :	
9.	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	

Signature of Tenderer

Company's Round Seal

Date:

Place



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SCHEDULE - 7

FINANCIAL CAPABILITY

Sr. No.	Details	Amount Rs. In lacs	Remarks
1	2	3	4
1.	Solvency		A scheduled Banker's Certificate of present solvency be attached.
2.	Annual turnover for last five years.		
3.	Price of the biggest job carried out.		

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering

Company

Signature of Contractor

Superintending Engineer
GETCO, CO, Bharuch

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	
--	---	--

ON RECENT STAMP PAPER OF RS. 300/-

To,
The Superintending Engineer
Gujarat Energy Transmission Corporation Ltd
Transmission Circle Office,
Maktampur,
Bharuch-392012

BG. No. :
Issue Date:
Expiry Date :
Amount :

FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards Execution Period and Guarantee / Warranty Period as per Commercial Terms and Condition of Tender]

We, _____ (Name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered office at _____ (Address of Bank's Registered office) hereby give this Bank Guarantee Number _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat Energy Transmission Corporation Limited, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of combined Performance Guarantees towards Execution / Supply Period and Guarantee / Warranty Period) (Rupees _____ (in words) to the said Gujarat Energy Transmission Corporation Limited, on behalf of M/s _____ who have entered into a contract for the supply/works specified below :

L.O.I No. _____ dated _____

This agreement shall be valid and binding on this Bank upto 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 Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration 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 Gujarat Energy Transmission Corporation Limited. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. _____. (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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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
--	---

NAME OF DESIGNATED BANKS:

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. Bank Guarantee number and date to be written on every page of Bank Guarantee & its extension.
2. If B/G amount is more than Rs. 50,000/-, kindly take sign of Two Bank Officer with their respective Employee Code No.
3. Valid confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.
4. Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
5. Round seal and signature of two Bank Officers with name & sign code should be affixed on every B/G paper.



GUJARAT ENERGY TRANSMISSION CORPORATION LTD

TRANSMISSION CIRCLE

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Email: setrbharuch.getco@gebmail.com

Corporate Identity No (CIN): U40100GJ1999SGC036018

Reg. office:- Corporate Office, GETCO, Race course, Vadodara



PROFORMA FOR AGREEMENT

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

CONTRACT AGREEMENT

THIS AGREEMENT is made at BHARUCH the _____ day of _____ in the Christian Year two thousand _____ between M/s. _____ (address of office) _____ (hereinafter referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the context include its successors or permitted assigns) of the ONE PART and the Gujarat Energy Transmission Corporation Ltd, having their Head office at 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 SECOND PART.

WHEREAS the aforesaid The GETCO has accepted the tender of the aforesaid contractor for work of _____

_____ as per The 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 _____ (authorised signatory) on behalf of the contractors and by the Supt. Engineer (Trans), Gujarat Energy Transmission Corporation Ltd, Bharuch 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 work of _____

_____ for 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

The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or therefrom 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, erection and completion of the works agreed to by the contractor as aforesaid the GETCO 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.

The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the GETCO 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 The GETCO's Order No.

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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_____.

_____.

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

SCHEDULE

List of documents forming part of the contract :

The GETCO's Tender Specification No. _____ and contractor's offer opened on dated ____/____/____

The GETCO's order No. _____ Dtd. ____ / ____ / 2024

Contractor's acceptance of order vide letter No. _____.

Contractor's Partnership Deed dtd. _____.

Contractor's Power of Attorney / The GETCO Resolution authorising person to sign on behalf of Firm.

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

Signed, sealed and delivered by

For and behalf of M/s. _____ (Signature)

Address : _____

In the presence of (Name And Address)

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 Circle office. **Bharuch.**

In the presence of name, Full address and Signature:



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(1) _____

(2) _____

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	
--	---	--

INDEMNITY BOND

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

KNOW ALL MEN BY THESE PRESENTS that we, Messers _____

_____ (hereinafter called “the Contractor” which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called “the GETCO” which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of steel cement and other materials supplied by the GETCO under the terms and conditions of A/T No. _____ dated _____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of line) _____ and / or if any of the said materials, when inspected by any officer authorised by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnity and at all times keep indemnified the GETCO against all loss, damage and deterioration to the cement, steel or any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.

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

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

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

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

THE WITNESS WHERE OF : We the

Said M/S _____

 (Signature of contractor)

(Seal of Firm)

hereto signed at _____

this day _____

In the presence of

Name _____

address _____

(Signature)

Name _____

	<p style="text-align: center;">GUJARAT ENERGY TRANSMISSION CORPORATION LTD TRANSMISSION CIRCLE P. O. Maktampur, BHARUCH-392 012 Telephone No. (02642) 227306 Fax No. (02642) 227303 Email: setrbharuch.getco@gebmail.com Corporate Identity No (CIN): U40100GJ1999SGC036018 Reg. office:- Corporate Office, GETCO, Race course, Vadodara</p>	 आज़ादी का अमृत महोत्सव
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address _____

(Signature)

PART - C

SCHEDULE - 7

MATERIAL ACCOUNT

(STATEMENT TO BE ATTACHED WITH MONTHLY RUNNING ACCOUNT BILLS)

- 1) Statement giving item wise details of monthly receipt of line material from GETCO and consumption for erection of Substation for the Month of _____.
- 2) A/T No. & Date: _____.
- 3) Name of Line: _____

Sr. No.	Items	Prov. Requirmen	Receipt of Material from GETCO			Consumption of Material in Line			Actual wastage	Balance quantity of material in stock
			Qty. rcvd. Upto last month	Qty. rcvd. This month	Qty. rcvd. Till this month	Qty. utilise d upto last month	Qty. utilised this month	Qty. utilised till this month		
1	2	3	4	5	6	7	8	9	10	11

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company



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Format for LOI Letter of Acceptance

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

Ref. No.

Date :

To,

Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Ltd

Circle Office, Bharuch

Bharuch -392012

Sub: Letter of acceptance of LOI

Ref: AT/LOI No: _____, dated _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the “Bi- Annual Rate Contract for restoration of various 66kV Class Transmission lines, damaged due to natural calamity / any other abnormality under various transmission divisions of Bharuch Circle.” We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,

Yours faithfully,

for _____

(Authorized Signature)

Designation _____

(Official Stamp)



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AT ACCEPTANCE LETTER:-

(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,

Superintending Engineer
Gujarat Energy Transmission Corporation Ltd
Circle Office, Bharuch
Bharuch
Sub: A/T acceptance letter

Reference :

1. Tender No.: - _____

2. Letter of intent No:- _____

3. Work order/ A.T. No:- _____

We hereby acknowledge, agree and accept your Tender No. _____ and letter of intent

No. _____ and Work order no. under reference above with terms and conditions

mentioned therein for the “Bi- Annual Rate Contract for restoration of various 66kV Class Transmission lines, damaged due to natural calamity / any other abnormality under various transmission divisions of Bharuch Circle..”

(Signature)

Designation _____



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Application for refund of EMD

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

Ref. No.

Date :

To,
The Superintending Engineer (TR)
Transmission Circle
GETCO _____

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 as under.

Tender No.	
Tender ID	
Name of Work Sub-etc.	
EMD) Amount	
EMD) RTGS/NEFT No., Date & Name of Bank	
Name of Bidder	
Contact No.	
E-mail address	
Bank detail for RTGS intowhich EMD is required to berefunded	

Thanking you,

Faithfully yours,

(Name & Seal of Bidder)



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ANNEXURE-A

OUR ENDEVOUR - Safety a habit

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

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

Indoor safety precaution	Outdoor safety precaution
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
<p>Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor's supervisor for risk assessment.</p> <ul style="list-style-type: none">□□ Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may be live.□□ Disconnect equipment from supply.□□ Protect against other live parts.□□ Take special precautions when close to bare conductors / Bus bar.	<p>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:</p> <ul style="list-style-type: none">a. HT/LT line or tap line crossing under each span of line of the work.b. Isolation point of each line crossing.c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch.
<p>Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works.</p> <ol style="list-style-type: none">1. The contractors must provide advance planning of work to concerned in-charge of substation in writing.2. Before starting any work whether switch yard, "permit to allow to work" must be taken from control room in-charge.3. Utilizing Electrical / non-electrical equipments, safety rules must be implemented.4. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing.5. Unwanted person including children of labors will not be allowed at working site/ in the switchyard and in the prohibited area.	<p>Contractor's supervisor and GETCO Supervisor must ensure all 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 that no person restore D.O. supply while work is under execution Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.</p>



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<p>6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified electrician/wiremen with adequate size of wire through MCB as per I.E. Rule.</p> <p>o Live penal area / bus bar must be isolated and sealed / bifurcated with red color tape for visible warning.</p> <p>O Display Board must hang on LCP panel.</p> <p>o Transformer must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person.</p> <p>All wire temporary connection & material never erection activity has any connection and disconnection work of busbar, string bus.</p>	
<p>All workers / labor of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.</p>	<p>All workers/labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly approved by GETCO.</p>
<p>The local earthing must be done at the place of work before execution of any work.</p>	<p>The local earthing must be done at the place of work before execution of any work.</p>
<p>11 kV breakers 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 isolation and isolator on either side must be opened. No work during rains and cloudy weather condition.</p>
	<p>Transmission line activities.</p> <p>1) Used of Voltage detector to ensure outage.</p> <p>2) Earthing at three points, local, left & right side of bus bar / string bus.</p> <p>3) Match line color code with color of wrist band.</p>
	<p>Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must.</p> <p>Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.</p>



GUJARAT ENERGY TRANSMISSION CORPORATION LTD
TRANSMISSION CIRCLE
P. O. Maktampur, BHARUCH-392 012
Telephone No. (02642) 227306 Fax No. (02642) 227303
Email: setrbharuch.getco@gebmail.com
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Revised ANNEXURE-14

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

Sub: Undertaking in regard to stop Deal/Banned for Business dealing/Black list thereof.

Ref: Tender No.: TCBRH/26-27/E-118

All Bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the Tender along with the Technical Bid.

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

Seal of the firm

Signature of the Tenderer



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PRICE

BID

**GUJARAT ENERGY TRANSMISSION CORPORATION LTD****TRANSMISSION CIRCLE****P. O. Maktampur, BHARUCH-392 012****Telephone No. (02642) 227306 Fax No. (02642) 227303****Email: setrbharuch.getco@gebmail.com****Corporate Identity No (CIN): U40100GJ1999SGC036018****Reg. office:- Corporate Office, GETCO, Race course, Vadodara****SCHEDULE-B**

Name of Work : Bi- Annual Rate Contract for restoration of various 66kV Class Transmission lines, damaged due to natural calamity / any other abnormality under various transmission divisions of Bharuch Circle.

Sr. No	SOR	Description of work / Supply	Unit	Qty.	Rate (Rs.)	Amount. (Rs.)
		Tower Part				
	B-I (22)	Work of attending the fault or broken conductor/conductors and/or snapping from tower only at any one location (Tension to Tension location), in COLD LINE CONDITION including mobilization of man power at site. Required materials i.e. H/W and conductor will be provided by GETCO at free of cost. Also, materials to be taken from the GETCO's store and after using of the materials, balanced and old dismantled materials to be credited to the GETCO's store.				
1	B-I (22)	66kv Panther/132kv Panther/AL-59 (Tower)	Job work	7.00	69509.00	486563.00
2	B-I (22)	220kv Zebra / AL59 conductor	Job work	7.00	95616.00	669312.00
3	B-I (22)	400kv Twin Moose / Twin AL59	Job work	7.00	108946.00	762622.00
		Work of attending the fault or broken conductor/conductors and/or snapping from tower only at any one location (Tension to Tension location), in HOT LINE CONDITION including mobilization of man power at site. Required materials i.e. H/W and conductor will be provided by GETCO at free of cost. Also, materials to be taken from the GETCO's store and after using of the materials, balanced and old dismantled materials to be credited to the GETCO's store.				
4	B-I (24)	66kv Panther/132kv Panther/AL-59 (Tower)	Job work	6.00	87569.00	525414.00
5	B-I (24)	220kv Zebra / AL59 conductor	Job work	7.00	109335.00	765345.00
6	B-I (24)	400kv Twin Moose / Twin AL59	Job work	7.00	134575.00	942025.00
A					Total in Rs.	4151281.00
B					GST @ 18% Rs.	747230.58
C					Grand Total Rs. (C=A+B)	4898511.58

NOTE:

1 The rate indicated above includes taking delivery of all stringing material from contractor store/ GETCO's store keeping them in safe custody and transporting the same to erection site.



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- 2 For any crediting of material related work, agency has to submit the original gate pass copy / CR copy with required documents as per inst. and as per requirement of EIC or when demanded.
- 3 Contractor has to returned back empty steel drums at GETCO's store immediately on completion of stringing work as per instruction of EIC. If fail to submit in given time period, the necessary action will be imposed by concerned authority.
- 4 All above rates are excluding GST

Note: -

- (1) Contractor shall have to take suitable storage-cum-erection insurance cover (comprehensive Marine cum Erection (MCE) insurance policy) i.e. as per instruction of EIC at his cost to the extent of 100% cost of s/s or line materials, which are required to complete the s/s or line as per tender conditions above.
- (2) Work should be carried out as per GETCO's standards by implementing FQP/ISO Other terms & conditions as per tender.
- (3) All safety norms must be implemented.

I am/we are willing to carry out the above said work at _____ (% in figure)

(% in words _____) above / below, the rates indicated in the Specification (GETCO's rate). The Tender amount thus works out Rs:-
_____ (Rupees in words _____)

Seal & Signature
And address of Contractor

Superintending Engineer
GETCO, CO, Bharuch