


 <p>GETCO</p>	<p>Gujarat Energy Transmission Corporation Ltd Circle Office, Nr. Circuit House, Palanpur – 385001 Phone: 02742 -255465 Fax No. (02742) 255465 Email: sepln.getco@gebmail.com</p>	 <p>75 Azadi Ka Amrit Mahotsav</p>
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GUJARAT ENERGY TRANSMISSION CORPORATION LTD



TRANSMISSION CIRCLE OFFICE, PALANPUR -385001.

Tender No: PTC/CM1/N-33/2026

NAME OF WORK

Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.

 GETCO	Gujarat Energy Transmission Corporation Ltd Circle Office, Nr. Circuit House, Palanpur – 385001 Phone: 02742 -255465 Fax No. (02742) 255465 Email: sepln.getco@gmail.com	
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Note: Submit all the documents
Online Only (No Physical
Submission except) **DD not**
acceptable.



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TENDER NOTICE No: PTC/ET/62/2026

Superintending Engineer, Palanpur invites “On line Tenders” (e-tendering) for the **Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.** From registered

Contractors. Bidders should fulfil the all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration.

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 sites www.gseb.com & www.getcogujarat.com (For view & download only).

Sr.	Name of Work	Estimated Cost Rs. With GST	Time Limit	Tender Fee Rs.	E.M.D. Rs.
PTC/CM 1/ N- 33 /2026	Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle	Rs. 8,46,310.63	24 months	Rs .500 +90= Rs.590	8470.00 Rs.
1	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory)			Dt As per N code	
2	Date of opening of on – line at 16.01 Hours.(If Possible)			Dt As per N code	
3	Tentative Date of on – line opening of Price bid			Shall be intimated separately.	

Seal and signature of bidder



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IMPORTANT:

1. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and no physical documents to be submitted by bidder except Tender fee, EMD. **All the online Annexures i.e. Annexure - 1 to 8 and price bid, other tender documents must be submitted/attached online only.**

2. Bidders have to submit Technical bid as well as Price bid in electric format only on above mentioned website till the date and time shown above. **However, of anywhere in tender documents submission of other than this document physical submission mentioned to be overlooked. If any document required for physical verification it will be intimated as and when required.**

3. The EMD amount is should be paid by **RTGS/NEFT/on line Only**. In case of payment through RTGS/NEFT bidder has to mail following details to aopln.getco@gebmail.com, sepln.getco@gebmail.com & decmlpln.getco@gebmail.com. The transection slip of payment made by RTGS/NEFT is to be uploaded in Nprocure with tender documents.

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

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

4. GETCO beneficiary Bank Details as under

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	01740200000624
3	Name of Bank	Bank of Baroda
4	Branch Code	PALANP
5	Address of Office	Transmission Circle, 66kv S/S Campus, Abu Highway, Palanpur – 385001
6	IFSC Code	BARB0PALANP (Fifth Digit is "Zero")
7	PAN No	AABCG4029R
8	TAN No	AHMG02636E
9	GST No	24AHMG02636E1DV

5. In case short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from bidder in physical form.

6. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF from) remain legible and should not be password protected.

7. All the relevant scanned documents as per requirement of the tender are to be upload through online only on n procure portal.

Seal and signature of bidder



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8. Tender will be evaluated on Data / Details / Documents of the online offer only.

9. It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.

10. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid.

(In the absence of required details in the online annexure, the owner has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

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

12. The Earnest Money Deposit and tender fee will be accepted by NEFT/RTGS only. EMD and Tender Fee NEFT/RTGS with different purchaser or agency shall not be accepted. Tender without EMD and tender fee shall be rejected.

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

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to:

**The Superintending Engineer (TR),
Gujarat Energy Transmission Corporation
Limited, Circle Office, Aroma Circle,
Palanpur, - 385 001.**

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

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

Seal and signature of bidder



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GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
TRANSMISSION CIRCLE OFFICE, PALANPUR.

INTEGRITY PACT

Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.

OUR ENDEAVOUR

To create environment where Business confidence is built through best business practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society the nation.

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 its 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 cartel / syndicate / understanding whether formal / non formal so as to influence the price.

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)



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2	Terms & Conditions
	Special Condition Of Contract
	Scope of Work
	Instruction to Bidder
	General Conditions of Contract
	Additional General Conditions
	Labour, Safety & other Conditions
3	Annexure & Performa



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CHECK LIST OF DOCUMENTS SUBMISSION

Sr No	Particulars	Checkmark
01	Scan of RTGS/NEFT/Online payment receipt for Tender Fee	
02	Scan of RTGS/NEFT/Online payment receipt for EMD	
03	All Pages of Technical Bid with Bidder Signature and Rubber Stamp (encouraged for digitally signed)	
04	Registration document as Approved Contractor in Appropriate Class	
05	Work completion certificate in Form No.3A (Experience Certificate as main contractor) only as Per Qualification Requirement	
06	Bank Solvency Certificate	
07	Provident Fund Code Number Documents	
08	GST Registration Number Documents	
09	Income Tax Return, Profit Loss Accounts and Balance sheet of Last Three Financial Years	
10	Nature of Firm: Partnership deed/Latest Form-G/ POA/Authorized Signatory Certificate for Partnership	
11	Self-Affidavit/POA/Authorized Signatory Certificate for Proprietorship	
12	PAN Number Document	
13	List of tools and tackles	
14	Electrical Contractor's License with latest Validation is mandatory	
15	Integrity Pact	

Qualifying Requirement

1 Registration:

"Bidder quoting for bid shall have valid up to date registration in GETCO / State Govt. / Central Govt. / Railway / Semi Govt. in **E2 and above** class."

2 Solvency:

Latest bank solvency certificate from any Nationalized/Scheduled Bank of a sum of minimum 20 % of the estimated cost shown in the tender. (Not old more than one year)

3 Provident Fund Code:

The bidder should submit the certified copy of provident fund code number towards firm registered with Regional P. F. Commissioner.

4 GST registration:

GST registration certificate

5 Partnership deed / Company registration:

The Bidder should submit partnership deed/ company registration of their firm also Power of attorney

6 All registered agencies with GETCO for civil & electrical associated works (**E-2 & ABOVE**) shall be considered as eligible for participating in the tender for the subjected work comprising or fulfilling the above requirement. (Condition No. 1 to 5)

7 All present agencies who have been awarded **66KV & EHV sub stations for O & M works** shall also be considered as eligible for participating in the tender for the subjected work comprising or fulfilling the above requirements. (Condition No. 1 to 6)

Seal and signature of bidder



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8 Experience:

Bidder shall have experience for similar type of jobs / nature of work or shall have experience to work in live switchyard and satisfactory completion certificate from respective department should be submitted.

- 9 The bidder shall have to provide all required tools & tackles to meet with the subjected work as per **SCHEDULE-B & attached Annexure.**

10 PAN CARD// I.T. Return & Balance Sheet

The bidder should submit the attested Xerox copy of PAN Card of their firm. The bidder should submit their last 03 years I.T. returns & balance sheets.

11. Labour License:

The Bidder should submit certified copy of valid up dated labour license.

12. The bidder shall be provided details of Electrical Supervisor having min education of Diploma, ITI, 2nd class wire man or wire man in Electric discipline. Electrical supervisor having experience of live switch yard is preferable

13. Electrical Contractor's licenses with Latest Validation is mandatory

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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4. SCOPE OF WORK

Following materials are to be arranged by contractor at his own cost & as per instruction of E.I.C.

1. Zadu, Broom, Pota (wiper) or any materials for sweeping, cleaning or long bamboo broom for cleaning spider web from wall are to be arranged.
2. Acid, Phenyl, brushes for toilet or floor cleaning are to be arranged.
3. BHC powder is to be arranged to spread near to dustbin.
4. Hand cart is to be arranged for disposal of any swept material from yard to outside premises.
5. Sickle, pruning knife, billhook, scythe (Dharia) or Axe to be arranged to remove grass, Ankadas, nagtalls, unwanted plants & trees from s/s or colony premises.
6. Vehicle is to be arranged for disposal of cut grass shrubs, & unwanted plants & trees from s/s or colony premises.
7. Weedicide/ herbicides for weed control & to kill unwanted plants permanently– ISI standard make (Glyphosate 41% SL), Ammonium Sulphate or required agents as per manual of manufacturer or suppliers are to be arranged. It's make shall have to be approved from EE or EIC before spreading. On satisfactory performance, it shall be use repeatedly or replace as per instruction of EIC.
8. To prepare solution for herbicide//weedicide by mixing of all agents, barrels or carboys are to be arranged.
9. Multiple Spray pumps & nozzles to spread in yard are to be arranged.
10. Hedge shears is to be arranged for trimming of decorative plants like mehndi.
11. All required tools and tackles handles are preferably non-conductive type or wooden type.
12. First aid medical treatment due to snake bite / insect bite to any manpower of agency at site is to be arranged.
13. Water & Electrical power supply facility for Antiweed & other up-keeping will be provided by GETCO at free of cost where available. Contractor has to extend supply as per their requirement to work place.
14. Identity card for supervisor/ labours under contractor are to be arranged to enter in premises of GETCO.
15. Uniform or radium highlighted apparent is to be issued to supervisor / labours for identification as work in live switch yard.
16. Safety shoes, helmets for engaged labours are to be issued by contractors.
17. Rubber gloves are to be issued to labours.
18. Agency has to submit detail of supervisor as per tender condition prior to work commencement.

Seal and signature of bidder



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SPECIAL CONDITIONS OF CONTRACT

1. Work shall not be started without work permit.
2. Work permit will be given to the authorized electrical supervisor of the agency on daily basis.
3. Electrical supervisor must have minimum qualification of Diploma Electrical / ITI Technician / 2nd class wireman / wireman.
4. Electrical supervisor with working experience of live switchyard of substations is preferable.
5. Tools & tackles, which are to be use should not come in the induction zone in live switch yard. Moreover, tools and tackles handles are preferably non-conductive type.
6. Excavated grass has to be removed on daily basis from GETCO premises.
7. Your vehicle will be allowed up to approach road only as per instruction of Engineer in Charge.
8. Agency is excluded from doing any work related to electrical equipment / installation, none of their workers will even touch such equipment.
9. The height of the vehicle shall not be more than 3 mtrs, while it is loaded with grass.
10. Chemical use for Anti-weed shall be approved by concerned Executive Engineer in writing before purchasing and execution of work.
11. Electrical supply and water will be provided by GETCO at free of cost for anti-weed treatment Only
12. To meet with statutory requirement, if any license is required for purchase or handling of chemical use for anti-weeding treatment, the contractor/ agency shall have to be followed the rules and regulations.
13. Contractor shall have to keep all precautionary measures at site required for handling of chemicals use in anti-weeding treatment.
14. Any injury / accident to manpower of agency / contractor during any work or anti weeding treatment, required medical treatment shall be provided by the contractor on his own risk & cost.
15. Terms and conditions regarding Industrial laws minimum wages act PF and other statutory rules to be followed strictly.
16. Labour laws are to be followed strictly - labour registration workmen compensation.
17. GETCO's safety policy to be implemented strictly
18. JCB's and tractor shall not be allowed to remove the grass in live switchyard.
19. Contractor shall have to give all required medical treatment due to snake bite / insect bite to any manpower of agency.
20. Children are not allowed in live switchyard.
21. Labour camps shall not be allowed within GETCO premises.
22. Cattles shall not be allowed in GETCO premises.
23. Agency shall have to provide proof of labour/supervisor payment and PF record, along with bill
24. Agency have to follow the instructions and guidelines given by GETCO.

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Terms & Conditions

1. Tenderers must visit the site before submitting the tender. The Tenderer shall be presumed to have carefully examined the conditions & specifications of work and to have fully acquainted themselves with all details of the site conditions, locations, materials, geological and weather characteristics, labour conditions and in general all the necessary information and data etc. pertaining to and need for the work.
2. GST in respect of this contract and also any statutory variation in future towards above mentioned GST if levied in future by statutory authority applicable to this contract shall be payable by the Contractor and GETCO will not entertain any claim whatsoever in this respect.
3. The rates are "Including the GST ". GST will be reimbursed subject to making of credit in GSTN portal, GST will be applicable at prevailing rates (As per GST Regime). will be paid to the contractor as per Govt. rules & regulations. The proof of payment GETCO, failing which appropriate amount shall be withheld on getting information/instruction from the concerned department.
4. This specification is intended as a general description of quality envisaged for materials and workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice and to the complete satisfaction of the Owner. Special techniques approved by the Purchaser shall be used if and where found necessary without any extra claim. This specification shall have precedence if anything contrary to this is stated elsewhere in the Tender documents. The Purchaser's decision shall be final and binding on the contractor on any issue arising out of such discrepancies.
5. The bid submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by the Government, the list of Black listed contractors announced by GEB / GETCO, Govt. of Gujarat or Central government undertaking, shall be rejected.
6. The successful contractor will have to sign an agreement as per the GETCO.'s rules on stamped paper and the necessary stamp duty charges shall be borne by the contractor.



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Special Instruction to the successful bidder:

After issuance of LOI, Introduction/Kick of Meeting will be held between GETCO & contractor. Contract should furnish details of authorized supervisor/labours with identity card. Executive Engineer & In charge Engineer will remain present, so all scope of work with bar chart shall be discussed in details to avoid any dispute in future.

1. 01 MAN/DAY will be counted as to engage unskilled/skilled labour for 8 hrs.
2. Contractor should check past history of supervisor / labours before engage in work. They should not have any criminal record & suffering from any serious / allergenic disease.
3. Engaged supervisor / labours should be age between 18years to 60years.
4. All supervisor / labours are to be entered in premises of Getco, should made entry in security register at Entrance / Gate daily.
5. Only authorized supervisor / labours will be allowed in premises as per contractor's authorization letter & identity card.
6. Work shall not be started without work permit.
7. Work permit will be given to the authorized electrical supervisor of the agency on daily basis. In absence of electrical supervisor, work permit will not be issued.
8. Work of grass cutting, anti-weeding & cleaning of cable trench will not be allowed in any case without Electrical supervisor as such works shall be carried out in live switch yard.
9. Safety helmets & shoes are mandatory to wear for labours / supervisors while grass cutting, anti-weeding treatment or cable trench cleaning in live switch yard.
10. While preparation/spread of weedicide / herbicide, to use rubber gloves to avoid any allergy or skin problem.
11. Contractor has to maintain muster of his labours & staff at site & any activity related to MANDAYS should be regularly maintained in it & signed by Engineer in Charge daily.
12. Contractor has to maintain daily progress register at site, progress should be invariable entered on daily basis & signed by Engineer in Charge.
13. Up keeping contract of colony area of EHV S/S, separate work permit will be issued from C/R.
14. For separate up keeping contract of colony area of EHV S/S, nominated engineer by Executive Engineer will be solely responsible to supervise the activity & record the bill, progress register & muster will be invariable signed daily by contractor's supervisor & EIC.
15. All the persons engaged by the contractor shall be on his pay roll and be paid by him and corporation will have no any liability in this regard.
16. The agency shall be required to engage appropriate manpower in strength as well as quality Supervisor to ensure work is completed within given stipulated time
17. The contractor shall be responsible for the proper behaviors of the persons employed. He should also be bound to prohibit & prevent his employees from taking any direct or indirect interest.

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18. The contractor should instruct the persons to work as per the instruction of E.I.C.

19. Either the contractor or his authorized representative or his supervisor shall invariably remain present on the site of work when work in progress. In absence of labour/sweeper at site, a token penalty of Rs.300/-plus GST applicable per day shall be levied to the contractor. For the planned work of grass cutting, anti weeding or cable trench cleaning, absence of Electrical supervisor will not be permitted & no labors should allowed to work without his presence.

20. At any place if the work is found unsatisfactorily, then Engineer-In Charge may take penalizing action as may deem proper to him, for the area not cleaned properly as per tender, the penalty shall be levied as per the discretion of E.I.C. (i.e. actual expenses + 15% supervision charge)

If the contractor are not completed the grass cutting work within specified period mentioned in Annexure-A – Maximum time limit for each frequency of grass cutting the penalty 1/ 2 % per week or part thereof plus GST as applicable on delayed portion of work value subject to ceiling of 10% of the total contract value plus GST as applicable will be imposed.

21. No any other charges will be provided by GETCO. (like mobilization, lodging, boarding, transportation)

22. Contractor should deploy required labours/sweeper for cleaning work as per instruction of Engineer in charge.

23. If Multiple S/S are included in one tender, contractor should deploy separate man power /sweeper for each S/S as per requirement or as per EIC. (Transportation of man, materials from one S/S or premises to other S/S will be born by contractor.)

24. The contractor shall employ well behaving supervisor having valid qualifications as per special instruction of this tender. This shall be subjected to scrutiny and checks by the officer in charge handling the execution of the contract from time to time. If any legal liability occurs on account of any lapse in this regards, the same will be at contractor's account. The supervisor/labours should behave courteously and respectfully with officers/staff. They should be free from habits of smoking/drinking intoxicant liquors. The driver sent with the vehicle shall have valid license for driving & no any allowance shall be paid by GETCO to the driver. Any misbehavior of the supervisor / labours will not be tolerated. GETCO reserves the right to terminate the contract at risk and cost of the contractor. All labours/supervisor should wear a uniform/apparent supplied by contractor, having good manners with necessary tools and tackles and Contact facility to meet the requirement of work.

25.NO SUPERVISOR, NO WORK

26. Mobile usage is prohibited by labours, while working in switch yard.



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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Particulars

1.1 The Gujarat Energy Transmission Corporation Ltd., **PALANPUR** hereinafter called 'OWNER' intends to receive bids for **Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.** 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 [A] Registration:

"Bidder quoting for bid shall have valid up to date registration in GETCO/ State Govt. / Central Govt. / Railway / Semi Govt. in **E2 or above class.**"

[B] Technical requirements:

1. The bidder shall be registered contractor of GETCO of **E2 or above class.** (All registered Electrical, Civil, O & M Contractors of 66KV & EHV S/S of GETCO are eligible to participate)
2. The bidder shall be provided details of Electrical Supervisor having min education of Diploma, ITI, 2nd class wire man or wire man in Electric discipline. Electrical supervisor having experience of live switch yard is preferable.

[C] Financial Criteria

The bidder shall submit the Latest bank solvency of the amount which is 20% of the total estimated cost of tender.

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.

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. Qualifying & documents requirement (QR)
- b. Terms & Conditions
- c. Special Conditions Of Contract (SCC - Part I)
- d. Scope of work (SOW - Part I)
- e. Instructions to Bidders (ITB-Part I)
- f. General Conditions of Contract (GCC-Part I)
- g. Additional General Conditions (SCC-Part I)
- h. Labour, Safety & other Conditions (LSC-Part I)

Seal and signature of bidder



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- i. Various Performa (Part II)
- j. Price Schedules

5.0 Knowing the Bid Documents

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

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.

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

C. PREPARATION OF BIDS

8.0 Language of Bid:

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

8.2 Bid Format

Bidders have to make the Bid in the formats furnished with this Document. Verbatim without

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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 ITB).

10.3 All Tender Documents/ formats are to be returned completed and filled in all respects and signed by the Company Authorized Signatory wherever 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 activities services specified under the accompanying Technical Specification (Schedule- B). Also same is stated under the head of scope of work.

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.

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.

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13.0 Price Basis:

13.1 The Price shall be quoted on % Above/Below.

13.2 The Price quoted by the bidder shall remain variable during the bidder's performance of the contract and price variation (PV) consider based on labour index as per following formula with revision. The contract period is considered more than 1 year, the PV formula shall be applied after 1 year.

$$P1 = P0 \left(0.42 + 0.58 \times \frac{L1}{L0} \right)$$

Where,

P1 = Price payable as adjusted in accordance with the above formula.

P0 = Price quoted / Accepted.

L1 = All India average consumer price index number for industrial works, as Published by the Labour bureau, Ministry of Labour, Govt. of India. (Base: 2001=100). This index number is as applicable on the first working day of the month, after one year from the date of work award.

L0 = All India average consumer price index number for industrial works, as Published by the Labour bureau, Ministry of Labour, Govt. of India. (Base: 2001=100). This index number is as applicable on the first working day of the month, one month prior to the date of bid opening.

14.0 Taxes and Duties:

14.1 As regards the income Tax, surcharge on income tax and any other corporate tax, including GST 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

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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 enhance 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 GST 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.
- 15.2** The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.
- 15.3** The completion schedule as stated in the special conditions of contract shall be one of the major factor in consideration of the bids.

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 work including performance and guarantee tests of the equipment. If any such equipment is listed anywhere else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.

18.0 Bid Security/EMD:

- 18.1** The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of estimated cost to be paid as under:
- a) In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at **PALANPUR or by NEFT/RTGS.**
- 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 para elsewhere. The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- 18.3** The Owner will reject any bid not secured in accordance with Para 20.1 above, as non-responsive. No exemptions are made in the furnishing of the security.
- 18.4** Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or three months from the date of submission of tender.
- 18.5** The successful bidders, Bid Security will be discharged upon, furnishing the contract

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- performance guarantee
- 18.6** The bid guarantee may be forfeited.
- If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
 - If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)

19.0 Format of Bid:

19.1 The Bidder shall prepare one set of technical bid with all the documents.

19.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.

Qualifying Requirements.

Bidders should attach all documents in following sequence with flag marking:

- Attested copy of valid up to date Registration Certificates under **class "E- 2" & above** OR enlisted as stated in QR.
- Attested copy of work experience/completion certificate for the similar nature & magnitude of works executed. (New vendors)
- List of works in progress.
- Attested copy of latest Solvency Certificate issued by Nationalized bank Bank only of at least 20% of estimated cost. Latest & not earlier than one year.
- Attested copy of document showing "Provident Fund Number in Company's name" obtained by the bidder.
- Attested copy of Company Registration or Partnership Deed, Power of attorney
- Attested copy of Power of Attorney, if any for signing the bid documents
- 8. Attested copy of GST registration**
- Attested copy of PAN Registration
- Last Three Year IT Return, Profit Loss and Balance sheet

(Online submission through N code only)

Cover-III Technical Bid (PART-I & II)

Must contain attested copy of Technical data, conditions and schedules of Part-I & II without prices (Cover I, II and III will be collectively called Technical Bid).

(Online submission through N code only)

Cover -IV Price offer as per Part-III including Form of Tender

22.0 Signature of Bids:

22.1 The bid must contain the name, residence and place of business of the person or persons

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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.
- 23.0** The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy".
- 23.1** a. Addressed to the Owner at the following address:
**The Superintending Engineer (TR),
Gujarat Energy Transmission Corporation Limited,
Circle Office, PALANPUR,
Palanpur – 385001, Gujarat**
- b. Bear the name of package bid enquiry number, name of the work and the words.
DO NOT OPEN BEFORE.....
- 23.2** The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".
- 23.3** If the outer envelope is not sealed and marked as required by Para 23.2 the Owner will assume no responsibility for the bid's misplacement or premature opening.
- 23.4** The Bid Security conditions must be submitted in a separate sealed envelope.
- 24.0** **Deadline for submission of bids:**
- 24.1** The Bidders have the option of sending the bid by registered post or submitting the bid in person. 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.
- 24.2** Bids must be received by the Owner at the address specified under Para 23.3, not later than the time & date mentioned in the Invitation to Bid.
- 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

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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:

26.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.

26.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 23.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.

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

27.0 Opening of bids by owner:

27.1 The Owner will open the technical bids (Cover -I,II, and III) on the date and time mentioned in tender notice. 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 bidder 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 of all the "Techno-Commercial" Responsive Bidders shall be opened in 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 mail besides inviting final price bid if found appropriate after evaluation of Technical bids.

27.4 The Bidder's name, lump sum Bid Price, all discounts if any, modifications in the Price Bid and any such other details as the Owner, at his discretion, may consider appropriate, will be announced/ furnished in the Price Bid Opening.

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:

Bids shall be deemed to be under consideration immediately after opening of Technical Bid and

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

30.0 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.

31.0 Preliminary Examination:

31.1 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.

31.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

31.3 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.

31.4 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.

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

32.0 Evaluation of Price Bids:

32.1 Definitions and Meanings:

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

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

33.0 Calculation of differential Price & Cost Compensation for Deviations.

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

Differential Price (DP) = $n_1F_1 + n_2F_2 + \dots + n_nF_n$, where F_1, F_2, \dots, F_n are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services



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offered as stipulated in these specifications: n1, n2...nn 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.

33.1 Comparison of Bids

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

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

$$W = Q + DP + D$$

Where,

W = Total Comparison Price

Q = Bid Price quoted by the bidder in Indian Rupees (Value Of erection cost

including other components if any.)

DP = Different price in Indian Rupees calculated as above

D = Cost compensation for deviations calculated as above.

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

F. AWARD OF CONTRACT

34.0 Award Criteria

34.1 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.

34.2 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.

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

35.1 The Owner reserves the right to accept or reject any bid, and to annual 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.

36.0 Notification of award:

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

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- 36.2** The notification of award will constitute the formation of the Contract.
- 36.3** Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause 38 .0, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 20.0.
- 37.0 Signing of contract:**
- 37.1** 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.
- 37.2** Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.
- 37.3** The Bidder will prepare the Contract Agreement as per the proforma prescribed and the same will be signed within 30 (Thirty) days of notification of Award.
- 38.0 Contract Performance Guarantee:**
- 38.1** 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 5 percent (5%) 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 contract period. (Two years)
- 38.2** 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.
- 38.3** The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed 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.
- 38.4** The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in Special Conditions of Contract.



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(C) GENERAL 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 **SE (TR) GETCO PALANPUR** or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 1.3 'Contractor' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 '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 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be issued to the Contractor under the Contract.
- 1.6 'Works' shall mean and include taking delivery of line materials 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 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.
- 1.11 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.12 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 1.13 'Date of Contract' shall mean the date on which letter of commencement of work issued by the respective sub division deputy engineer.
- 1.14 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

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A 'Week' shall mean continuous period of seven (7) days.

- 1.15 Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.16 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.
- 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.
- 1.24 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the

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Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

Or

1.25 In addition to the above the following definitions shall also apply.

- a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
- b) 'Constructed' shall also mean 'erected and installed'.
- c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

2.0 APPLICATION

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

3.0 STANDARDS

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

4.0 LANGUAGE AND MEASURES

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

5.0 CONTRACT DOCUMENTS

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

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

5.2 In the event of any conflict between the above mentioned documents the matter shall be referred to the

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Engineer whose decision shall be considered as final and binding upon the parties.

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 6.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.
- 6.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

7.0 CONSTRUCTION OF THE CONTRACT

- 7.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a single Contract.
Award shall be placed on the successful Bidder as follows:

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

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

8.0 JURISDICTION OF CONTRACT

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

9.0 EXECUTION OF CONTRACT:

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

10.0 ENFORCEMENT OF TERMS

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

11.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

10.0 TIME - THE ESSENCE OF CONTRACT

- 10.1 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.
- 10.2 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.
- 10.3 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.

11.0 EFFECTIVENESS OF CONTRACT

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

12.0 PENALTY FOR DELAY

If the Contractor fails to successfully complete the work within the time fixed under the Contract, the Seal and signature of bidder



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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).

The total amount of penalty for delay under the Contract will be ½ % per week or part thereof plus GST as applicable subject to a maximum of 10% of the Contract prices plus GST as applicable detailed in the Special Conditions of Contract (SCC).

If the contractor are not completed the grass cutting work and antiweeding treatment within specified period mentioned in Annexure-A – Maximum time limit for each frequency of grass cutting and antiweeding, the penalty 1/ 2 % per week or part thereof plus GST as applicable on delayed portion of work value subject to ceiling of 10% of the total contract value plus GST as applicable will be imposed.

13.0 GUARANTEE

- 13.1** 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.
- 13.2** 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.
- 13.3** 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.
- 13.4** The acceptance of the works by the Engineer shall in no way relieve the Contractor of his obligations under this clause.

14.0 TAXES, PERMITS & LICENCES

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

15.0 DEFENCE OF SUITS

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

16.0 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



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the Contract shall be treated as on-account payments.

17.0 ENGINEER'S DECISION

- 17.1** In respect of all matters which are left to the decision of the Engineer including the granting or withholding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 17.2** If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.
- 17.3** The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

18.0 POWER TO VARY OR OMIT WORK

- 18.1** 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.
- 18.2** 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.
- 18.3** In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 18.4** 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.
- 18.5** 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.
- 18.6** 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



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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.

19.0 CHANGE OF QUANTITY

19.1 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.

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

20.0 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.

21.0 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.

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

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

23.0 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.

24.0 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



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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.

25.0 PAYMENT

25.1 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.

25.2 Currency of Payment

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

25.3 Terms.

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

26.0 Payment Schedule

26.1 Application for Payment

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

26.3 Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the equipment shipped/brought on to the site pursuant to the Contract upto the date mentioned in the application and for the period covered since the last preceding certificate, if any.

26.4 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.

26.5 Payment will be made from concerned Division office after completion of frequency as a whole only (i.e. RA bill shall be payable on frequency base as above after 5% check by SE(TR)

27.0 Mode of Payment

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

27.2 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.

27.3 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



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quantum of work billed.

28.0 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 monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

D. RISK DISTRIBUTION

29.0 INSURANCE

- 29.1** The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 29.2** 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.
- 29.3** 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.
- 29.4** 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

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extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.

29.5 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.

29.6 Special Conditions of Contract details out the various insurance liabilities.

30.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

31.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

31.1 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.

31.2 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.

32.0 FORCE MAJEURE

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

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

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

32.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force major cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

33.0 SUSPENSION OF WORK

33.1 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.

33.2 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.

34.0 CONTRACTOR'S DE FAULT

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- 34.1** 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.
- 34.2** 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.
- 34.3** 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.
- 35.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**
- 35.1** 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.
- 35.2** 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.
- 35.3** If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the



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Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

36.0 FRUSTRATION OF CONTRACT

36.1 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.

36.2 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.

36.3 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.

37.0 GRAFTS AND COMMISSIONS ETC.

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

RESOLUTION OF DISPUTES

38.0 SETTLEMENT OF DISPUTES

38.1 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.

38.2 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.

38.3 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.

38.4 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.

38.5 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



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provided.

39.0 ARBITRATION

39.1 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.

39.1.1 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.

39.1.2 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 PALANPUR.

39.2 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.

39.3 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.

39.4 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.

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

40.0 RECONCILIATION OF ACCOUNTS

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

48.0 ARBITRATION

(1) Amicable Settlement

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

(2) Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992."

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PART-I SAFETY & GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1** The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.
- 1.2** The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and Coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

8.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

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

9.0 PROGRESS REPORT

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

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOUR

12.1 The Contractor will be expected to employ on the work only his regular skilled/unskilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.

12.2 All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

12.3 In case the Owner becomes liable to pay any wages or dues to 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

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and shall recover the same from the Contractor's bills.

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space Land for Contractor's Store, Workshop etc.

- a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.
- b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

13.2 Electricity:

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

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipment; tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the Commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

14.2 First-aid

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

14.3 Cleanliness

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

15.0 LINES AND GRADES

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

16.0 FIRE PROTECTION

- 16.1** The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.

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

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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.

MATERIALS HANDLING AND STORAGE

19.0 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.

19.1 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.

19.2 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.

19.3 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.

19.4 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

19.5 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

19.6 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.

19.7 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, tackles which the Contractor shall strictly comply with.

19.8 All required tools and handles are preferably nonconductive type or wooden type.

19.9 Vehicle is to be arranged for disposal of cut grass shrubs, & unwanted plants & trees From s/s or colony premises. Vehicle will be allowed up to approach road as per instruction of EIC. The height of the vehicle shall not be more than 3 mtrs, while it is loaded with grass.

20.0 CONSTRUCTION MANAGEMENT

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

Contractor has to maintain muster of his labours & staff at site & any activity related to MANDAYS should be regularly maintained in it & signed by Engineer in Charge daily.

Contractor has to maintain daily progress register at site, progress should be invariable entered on daily basis & signed by Engineer in Charge.

Up keeping contract of colony area of EHV S/S, separate work permit will be issued from C/R. Contractor shall have to keep record thereof.

For separate up keeping contract of colony area of EHV S/S, nominated engineer by Executive Engineer will be solely responsible to supervise the activity & record the bill, progress register & muster will be invariable signed daily by contractor's supervisor & EIC.

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

- 22.1** The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

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

22.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

23.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

24 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.

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

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

25.0 UNFAVOURABLE WORKING CONDITIONS

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

26.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come



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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.

1. **Relationship with employee:** Every bidder should, at the time of submission of bid. Give a declaration as under “If any bidder company/firm, the interest (i.e. Shareholding in Company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in Section 2(77) of the Company’s act 2013 is 10% or more, the tendering Company will not deal with such Company/Firm at all.” **Tendered therefore, must specifically disclose this fact in his technical bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company.**
2. **Conflict of Interest among Bidders/ Agents:** A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:
 - a) they have proprietor/ partner(s)/ Director(s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/ agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
 - f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/ foreign agent on behalf of only one principal.
 - g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
 - i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time. Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders, as above. **Responsibility for correctness of the information submitted in the bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, GETCO reserve right to reject the bid and the bid will not only be rejected but the bidder will be BLACKLISTED as per GUVNL Policy.**



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SAFETY CLAUSE

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

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

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

2. Reporting: -

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

3. Safety Requirement:

- i) Kick off Meeting exclusively for safety shall be done in each contract in presence of contractor's site in charge and supervisor. Safety document shall be handed over and vital safety norms and key points of safety related to project shall be explained and recorded for commitment by erection contractor. Such records are mandatory for clearing first erection bill.
- ii) During site visit by GETCO official of Executive Engineer and above rank, the following checks during execution of work shall be covered.
 - I. Safety equipment available and utilize.
 - (a) Helmet.
 - (b) Safety belt.
 - (c) Safety shoes.
 - (d) Live line Voltage detector
 - II. Safety procedure adopted.
 - (a) Permit to work
 - (b) Earthing at the place of work.
 - (c) Adequate supervision.
 - III. T & P physical Check. (Healthiness and Quality)
 - (a) P.P.rope.
 - (b) Wire rope and sling.
 - (c) Earthing rod
 - IV. If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/- plus GST as applicable per occasion. (Max.Rs.3000/--for



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violation of three conditions)

- V. During subsequent visit, if violation is found, then double penalty plus GST as applicable shall be deducted from the bill of the Contractor/Agency.

WORK & SAFETY REGULATIONS

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

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PART-I LSC 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 Additional General Conditions of Contract (AGC). The intent of provisions herein are specific to this contract and are, in general, supplementary to related provisions under ITB, GCC and AGC. However, in certain provisions which are contrary to those in ITB, GCC and AGC, the provisions in these Special Conditions of Contract will be prevailed in accordance with undersign.

2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by Demand Draft (DD) at PALANPUR drawn on any Scheduled Bank in favor of "GETCO" Payable at PALANPUR **or by NEFT/RTGS as per bank details of tender notice**. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).

3.0 Earnest Money Deposit (EMD) :

- Bidders are requested to pay an earnest money deposit (1% of estimated cost) by demand draft only on any Nationalized Bank at PALANPUR for the amount as specified in the tender notice. Payment of EMD in form of Cheque or any other form shall not be accepted.
- The EMD shall be submitted along with submission of Technical bid only.
- Tenders no accompanied by EMD shall be rejected.
- If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.

The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO..

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:

As per QR of the tender

5.2 FINANCIAL CRITERIA:

You have to submit Latest solvency certificate up to 20% Total Estimated Cost.

Registration of "E2 or Above" class with 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:

- GST Registration No. Date/ issuing authority.
- Details of Partners/Directors of the Firm/Company. Also Power of attorney

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3. Experience Record and details of orders pending / executed for various utilities
4. PF registration along with proof of challan etc.
5. Solvency certificate from Bank (up to 20 % of Bid value).
6. Pan Card
7. Last Three-year IT Return

7.0 Price Inclusions (including Tax) :

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

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

7.3 Conditionally tender will not be accepted.

7.4 GST:

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

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. Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTIN No.

*** 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 in concurrence with other GST Acts and allied rules. A certificate will be issued to the contractor to that effect of such deduction

7.5

1. As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects, and civil works.
2. Contractor shall get registered under Welfare Cess Act before commencement of work in required head as per nature of work. Office of the Factory Inspector is authorized at present as a registering authority.
3. GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment. Registration charges will not be reimbursed.
4. The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value. The modality of payment/ reimbursement of welfare cess will be as under.

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5. On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. Copy of Registration certificate shall be submitted before submission of 1st RA bill
 6. Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
 7. Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.
 8. The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.
- 7.6 GST & welfare tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department as per GETCO & Govt's rules.**
- 7.8 Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Circle office PALANPUR before commencement of works as per GETCO's prescribed Performa.The cost of stamp paper will be born by the contractor.**
- 7.9 The contractor will have to give safety cum indemnity on Non-judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be born by the contractor.**
- 7.10 Statutory Variations:**
Any statutory increase or decrease in the taxes subsequent to offer if it takes place within the original contractual period will be to the GETCO's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual period, the advantage will have to be passed on to the GETCO
- 7.11 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.
- 8.0 SECURITY DEPOSIT**
- 8.1** The successful bidder has pay security deposit within 15 days of receipt of order.
- 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 PALANPUR / Bank guarantees from Scheduled / Nationalized Banks will be acceptable **or by NEFT/RTGS.**
- 8.3** No interest will be allowed on amount of Security deposit.
- 8.4** 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 (S/S)/EE TR.
- 8.4A** The bidder must have to get himself /itself registered (each concerned site wise) under the building and other work welfare cess act (BOCW Act), The copy of Registration must be provided along with First R.A bill , in case of the material is supplied by GETCO as per terms of contract the fair cost of material will be included in the contract value for the purpose of calculation of applicable welfare.
- 8.4 B** The applicable welfare will be reimbursed to the contactor on production of proof of payment.
- 8.5** This security deposit is for the performance of contract and the same is liable to be forfeited by the in event of non-fulfillment of the term and conditions of this contract by the contractor.
- 8.6** Corporate Guarantees are not admissible.
- 9.0** The 'Signing of Contract 'and 'Contract Agreements' will be done as per prevalent Terms and Conditions.

10.0 BAR CHARTS

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The Bidder shall furnish the bar charts and schedules indicating starting and completion dates of each activity to E.I.C after issuance of LOI

11.0 COMPLETION PERIOD

- 11.1 Overall Completion period for this Contract will be 24 Months (02 years) from the date of Commencement of Work.
- 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 /Engineer and is complete in all respects as per the terms and conditions of this Contract.
- 11.4 Extension of contract will be granted in case of new tender under process & till not finalized. During such extended period the rates will be payable at the existing contract rate or new rates, whichever are lower.

12.0 PENALTY FOR DELAY:

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

13.0 Presentation of Bills

- 13.1 Monthly RA bills for work executed as per SCHEDULE-B is to be prepared in triplicate and submitted to Engineers in-charge of the work, for necessary payment. These bills shall be serially numbered with suffix SE-I.
- 13.2 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.
- 13.3 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.

14.0 Terms of Payment

- 14.1 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 sub -station work in scope of work order.
- 14.2 Payment for executed works as per SCHEDULE-B against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.

15.0 TAKING DELIVERY AND INSURANCE:

- 15.1 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 15.2 The contractor has to manage from his one site store to any other S/S, switchyard at his own cost. He has to 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 utilization at other S/S.
- 15.3 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 theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the work completion.

16.0 STORAGE-CUM-INSURANCE: -

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- 16.1** 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 he 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 will not entertain any claim / representation in this regard. However it will be contractor's responsibility to insure till the work completion.
- 17.0 10% amount of bill will be retained from each RA bill for the work executed after the scheduled date of completion and on finalization of time limit extension by competent authority, this amount will be released after deducting amount towards the time limit penalty plus GST as applicable if any.
- 18.0 As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
- 19.0 The quantum of the work as mentioned in estimate/ schedule –'B' is tentative and it can be varied or differed as per site condition. The payment shall be made only on actual work executed or order quantity, whichever is less.
- 20.0 The tenderer will be abided by and fulfill all the terms and provisions of the "Tender & Contract" for works as applicable and incase of any default there to the GETCO shall forfeit the S.D. or any other action as may be decided by SE (TR) PALANPUR.
- 21.0 The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by field Engineer at his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.
- 22.0 GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
- 23.0 No part rate or reduced rate shall be allowed in final bill.
- 24.0 The contractor has to follow all labour laws, safety rules and regulations. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety/ security of men, materials and equipment shall be sole responsibility of the contractor.
- 25.0 The compliances of all Central/ State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.
- 26.0 The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. GETCO reserves the right to reject any or all tender without signing any reasons whatsoever.
- 27.0 The work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
- 28.0 The tender includes all minor accessories and items of work which are not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.

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- 29.0 Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.
- 30.0 No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.
- 31.0 GETCO will not pay any idle charge for any site conditions or any circumstances.
- 32.0 In case of any dispute/ doubt, the decision of SE (TR) PALANPUR shall be unchallengeable, final and binding to the contractor.
- 33.0 The contractor has to remain in close day to day contact with Engineer in charge of work i.e. **DE of concerned S/S or S/dn** who will issue detailed instruction for the commencement of the work.
- 34.0 Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office.
- 35.0 All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
- 36.0 The contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at contractor's risk and cost.
- The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of on line tender, does not qualifies the tenderer to offer the bid.
- 39.0 Tender offer without payment of EMD required certificate, documents, list of tools, tackles, equipments etc. required for execution of job will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, PALANPUR will be final and unchallengeable.
- 40.0 The Contractor will be governed by The GETCO's general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the contractor will have to sign this booklet along with other document and agreement. All the usual terms and conditions of the GETCO, through the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the Superintending Engineer shall be binding on the contractor.
- 41.0 After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
- 42.0 Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
- 43.0 The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of on line tender, does not qualifies the tenderer to offer the bid.
- 44.0 The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in charge.
- 45.0 No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.

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46.0 The contractor has to submit the list of tools, tackles, equipment with him along with his tender offer. The tender without this list and other required documents (as mentioned above herein the tender) should be rejected out rightly.

47.0 The bidder shall specifically note that GETCO will not pay any extra amount towards any type of claim except for the description indicated in Schedule – 'B'. The party has to carry out all other/ additional required activities/ works as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per site condition and for this work no extra payment shall be made by GETCO.

48.0 TERMS & CONDITIONS REGARDING INDUSTRIALLAWS AND OTHER RELATED MATTERS

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

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

B. Labour Laws

- A. Person below the age of 18 years shall not be employed for the work.
- B. No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.
- C. Contractor shall maintain a valid labor license under the contract labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.
- D. The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respective thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with areas under :-
 - (i) Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.
 - (ii) Payment of deposit in respect of each contract labour at the rate as per admissible with the office of commissioner of Labour as per the contract Labour (Regulation and abolition Act.).
 - (iii) License fee as prescribed under the contract labour (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.
 - (iv) Paid leave facility and wages as per the provision of the factories Act at the rate of one day for every 20 days of working.
 - (v) Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labour laws.
 - (vi) Payment of compensation in case accidental injury.
 - (vii) Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in

Seal and signature of bidder



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

E. Provident fund & Family pension Scheme:-

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

F. Deposit Linked Insurance Scheme :-

The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit.

Linked insurance Scheme with concern Regional Provident Fund Commissioner office.

(5) Administrative Charges:-

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

(6) Paid Leave Facility:-

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

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

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

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

(9) Contractor to Identify the GETCO:-

The contractor shall indemnify the GETCO and every member officer and employees of the GETCO also, engineering in charge and his staff against all actions, proceeding, claims demands, costs and expenses which may be made against the GETCO or Government for or in respective of formance of his obligation under the contract documents. The GETCO shall not liable for or in respective of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified the GETCO against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatever in respective thereof in relation theretof.

Seal and signature of bidder



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

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 RPF, 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 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.

15.12 To cancel the contract :

In the event of the risk purchase of stores of similar description, the opinion of the 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 may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

The decision of the shall be final as regards to the acceptability of stores supplied by the contractor and the 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 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.

16.0 VENDOR REGISTRATION: REGISTRATION AS A CONTRACTOR:

Registration with PALANPUR or any other office 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



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Annexure-1

CONFIRMATION OF DETAILS OF BIDDER

Bidders are required to furnish following information 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. 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 for erection Yes / No
b) In case of "Yes", please furnish following details:
 - i) Registration Letter No. & date.
 - ii) Class of Registration
 - iii) Validity
- 6) a) Whether Bidder is having PF Code No. Yes / No
a) Whether EMD paid. (BG /RTGS/NEFT) 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.

Signature of Authorized Representative of Company/Agency
NAME: _____

STATUS: _____

Name of tendering Company



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Part II – A GENERAL INFORMATION

Annexure-II

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

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

Annexure-III

List of work completion certificate submitted with technical bid

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

Seal and signature of bidder



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Annexure-4

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

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

Ref:-Tender No._____

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

I/We_____Authorized

signatory of M/s._____ and thereby certified

that M/s._____

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

Signature of tenderer

Seal of firm

Seal and signature of bidder



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ANNEXURE- 5

OUR ENDEVOUR Safety a habit

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

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

Indoor safety precaution	Outdoor safety precaution
<p>The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.</p>	<p>The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.</p>
<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> <ol style="list-style-type: none"> a. HT/LT line or tap line crossing under each span of line of the work. b. Isolation point of each line crossing. c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch.
<p>Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works.</p> <ol style="list-style-type: none"> 1. The contractors must provide advance planning of work to concerned incharge of substation in writing. 2. Before starting any work whether switch yard, "permit to allow to work" must be taken from control room incharge. <ol style="list-style-type: none"> 1. Utilizing Electrical / nonelectrical equipments, safety rules must be implemented. 2. If the work is to be carried out on Sunday or Public holiday, the necessary permission must be taken in advance, requesting in writing. 3. Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area. 4. Any electrical work or electrical connections to equipment for any other work must be carried out by certified 	<p>Contractor's supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthing technically prior to give clearance to gang leader for taking up job.</p> <p>While execution of stringing work, the identified line crossing must be isolated / deenergized 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. At D.O. fuse junction contractors person should be posted to ensure that no person restore D.O. supply while work is under execution</p> <p>Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.</p>
<p>electrician/wiremen with adequate size of wire through MCB as per I.E. Rule. -Live penal area / bus bar be isolated and sealed / bifurcated with red colour to visible warning. Display Board must hang on LCP panel.</p> <p>-Transformer must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment</p>	

Seal and signature of bidder



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performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person. All wire temporary connection & material whenever erection activity has any connection and disconnection work of bus bar, string bus.	
All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.	All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly approved by GETCO.
The local earthing must be done at the place of work before execution of any work.	The local earthing must be done at the place of work before execution of any work.
11 kV breaker in panel must be switched off and racked out only after ensuring no voltage in breaker and without door opening.	Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather condition.
	Transmission line activities. 1) Used of Voltage detector to ensure outage. 2) Earthing at three point, local, left & right side of bus bar / string bus. 3) Match line colour code with colour of wrist band.
	Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.



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ANNEXUTURE-6

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]

1	Firm Name	
2	Firm Address	
3	Firm Type (Proprietary/ Partnership/Corporate)	
4	Contact Person Name and Designation	
5	Qualification	
6	Professional Experience	
7	PAN No	
8	GST No	
9	Contract Details	
	Mobile No	
	Land Line No	
	FAX No	
	E-Mail ID	

Note: All the correspondence, queries etc., will be asked on above E-Mail only. Bidder is responsible to check and operation of e-mail ID.

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Seal and signature of bidder



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ANNEXUTURE-7

QUALIFICATION REQUIREMENT.

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

Sr No:	List of Documents	
1	Registration(No, Class)	
2	P.F. No.	
3	Partnership deed/Proprietor/AOA/MOA (Notarized copy)	
4	Power of Attorney (Notarized copy)	
5	Bl. Sheet / P&L A/C, last three years. (19-20, 20-21, 21-22)	
6	Latest Solvency certificate.	
7	PAN NO	
8	GST registration No	
9	Experience certificate As per QR	
10	Electrical contractor Certificate valid up to	
11	Man and tools and tackle detail	

Signature of Tenderer

Date :

Place

Company's Round Seal

Seal and signature of bidder



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ANNEXUTURE-8

TENDER NO. **PTC/CM1/N-33/2026**

Sub. : **Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.** In connection with above subject, I / we confirm the following:

- a) I/ we, the undersigned, have read and understand the Tender Specification **For Work of Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.** Complete with the entire tender Terms and Conditions.
- b) The price in the bid is firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declare that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized representative of
Company / Agency

NAME: _____

STATUS: _____

Name of BIDDER



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SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THE SEPRESENTS that we, By this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of 2014. I/We Having Registered Office (here in after called "THE CONTRACTOR" which expression shall mean and includes my/our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor **GETCO, Palanpur** of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Racecourse, Vadodara. (here in after called as GETCO, which expression shall mean and include its legal representative, administrators as signs) has agreed under the terms and conditions of the contract no. Dated made between **M/s GETCO, Palanpur** and _____ for the contract of the value of Rs _____ inter alia on Production of Safety cum Indemnity Bond.

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

Whereas the CONTRACTOR has/ have been awarded to execute the job/works under order no. _

_____ dated _____ for **Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.** issued by the GETCO after having observing necessary formalities, the details of which is described in the order no. _____ dated _____ and whereas the said job/works will be /likely to be done in places covered under Employees' State Insurance Act, 1948 (ESI) and /or the Workmen Compensation Act, 1923 and /or other laws relating to the Labour Management and Welfare Act. (Respective Amendments)

And whereas according to the condition of the Contract the CONTRACTOR is under obligation to execute this Safety cum Indemnity Bond before the commencement of actual execution of work

Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the guidelines as per Annexure-A prepared by the GETCO.

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

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

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

- That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
- That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
- That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of

Seal and signature of bidder



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Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .

- d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.
- e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR.
- f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

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

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

(Signature with seal of The CONTRACTOR)

In the presence of:

- 1.
- 2.

Seal and signature of bidder



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PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at Palanpur the _____ day of _____ in the Christian Year _____ between M/s. _____ (address of office) _____

(hereinafter referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the ONE PART and the Gujarat Energy Transmission Corporation Ltd, Palanpur (hereinafter called "The GETCO" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid GETCO has accepted the tender of the aforesaid contractors for **Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.** as per GETCO's Order No. _____

hereinafter called "the works" and more particularly described and enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the contractors and by **SE, GETCO, Palanpur** on behalf of the GETCO, a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression "The works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

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

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

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

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and contractor's offer opened on dated ___/___/2026

Seal and signature of bidder



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- 2. GETCO order No. _____ Dtd. ____/____/ 2026
- 3. Contractor’s acceptance of order vide letter no. _____.
- 4. Contractor’s Partnership Deed dtd. _____.
- 5. Contractor’s Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

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

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

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

Address: _____

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

i) _____ (Signature)

ii) _____ (Signature)

- 2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

For and on behalf of

Gujarat Energy Transmission Corp Ltd

In the presence of name, Full address and Signature:

(1) _____

(2) _____



Gujarat Energy Transmission Corporation Ltd

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Phone: 02742 -255465 Fax No. (02742) 255465

Email: sepln.getco@gmail.com



(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

Ref :

Date:

To,
The Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd,
Circle Office, PALANPUR
PALANPUR – 385001

Sub: _____

Ref Order No. _____

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

(Signature)

Designation _____

Seal and signature of bidder



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Phone: 02742 -255465 Fax No. (02742) 255465

Email: sepln.getco@gebmail.com



GUJARAT ENERGY TRANSMISSION CORPORATION LTD

TRANSMISSION CIRCLE OFFICE, PALANPUR – 385 001.



Tender No: PTC/CM1/N-33/2026

NAME OF WORK

Bi-annual up keeping by cutting and removing of grass, debris etc in 400kv Kansari SS Colony Area at 400kv Kansari SS under Deesa AM Division of Palanpur circle.

PRICE BID

SUBMIT THROUGH n-code only.



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GUJARAT ENERGY TRANSMISSION CORPORATION LTD. CIRCLE OFFICE : PALANPUR

Schedule-B

Name of work:- Bi-annual Up Keeping/grass cutting etc. in colony area of 400KV Kansari s/s premises of Deesa TR Division under Palanpur Circle.

Sr. No.	Description of Works	Quantity	Rate	Unit	Amount
1	Engaging person for cleaning of Road, road side shallow gutter, brick pitching IPS, open area etc. with Zadu or coco broom incl. collecting the swept material debris etc. and disposing off/away outside the colony with necessary hand cart as directed (Zadu, coco broom, hand cart etc. required will be brought by contractor at his own cost and shown to the Tr. Din. (a) (i) colony main gate to end of colony & for cleaning the dustbin during full day hours located at different places in colony with loading unloading transportation and throwing away the waste outside the GETCO premises as per Instruction of EIC. (Total:1 Person X 312 Days x 2 year = 1248)	624	489.50	Day	305448.00
2	Engaging the person for cleaning of dustbin @ 10 Nos during full day hours located at different places in colony with loading, unloading, transportation and throwing away the waste outside the GETCO premises using hand carts including so BHC powder 10% nearby dustbin etc as directed by EIC. Only dustbin to be provided by GETCO (Total: 1x312 Days = 312 Days {Once in 2 days} for 2 years)	312	489.50	Day	152724.00
3	Cleaning the staircase from the ground floor to terrace of colony quarters including terrace cleaning the mouth of the rainwater spouts as directed. Ladder and staircase cabins and passage with soft broom brush etc. and swept materials throwing in to dustbin etc. complete as directed by EIC. (Note:- The directed by EIC. The required material like soft broom/pota are to be brought by the contractor at his cost.) (49 nos of quarters x6 times/yearx2=588)	588	39.3	No.	23108.4
4	Cleaning the water tank on terrace every three month or as directed including dewatering, cleaning with materials like bleaching powder / cleaning agent, wire brushes and collecting and disposing of the dirty materials in to dustbin as directed by EIC. (The all required materials will have to be brought by contractor at his own cost. Due care should be taken for not breaking the ball cock etc.) (Total: 17 Tank x 4/year x2= 16) Rate taken as per circular GETCO/SE(C)/Adm/2337/Dtd.18.11.15	136	300	No.	40800.00
5	Cleaning the manhole chambers of any size and or depth up to 20' including removing and refixing the cover in good condition, collecting and taking out the	400	58	No.	23200

Seal and signature of bidder



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	sludge, debris, water, etc by means of labor or sludge pump as per instruction of EIC including throwing off the sludge and debris up to lead of 2.0 km away as directed from s/s premise. (Note: All required materials will have be brought by contractor at his own cost) (Total: 50 x 4/year (Quarterly in a year) x 2=400) Rate taken as per circular GETCO/SE(C)/Adm/2337/Dtd.18.11.15				
6	Cleaning the existing colony main septic tank of appropriate size and removal of all deposited, settled debris, sludge, sewage thoroughly & disposing the same outside the sub station area as directed and cleaning the tank neatly, for reusing purpose including all tools, tackles, labours, machinery if necessary etc. complete as directed by E.I.C. (Total: 8 x 1/year (Once in a year) =8) Rate taken as per circular GETCO/SE(C)/Adm/2337/Dtd.18.11.15	8	3000	No.	24000
7	Cleaning of masonry chamber/all pipe line up to next chamber manually including removing of the sludge outside the s/s premises. The rate is inclusive of tools, tackles, material and labour etc. as directed for any size of chamber. (Total: 16 x 2/year x 2= 64) Rate taken as per circular GETCO/SE(C)/Adm/2337/Dtd.18.11.15	64	263	No.	16832
8	Cutting, uprooting and removing of grass, shrubs, bushes etc. from area as per priority given by EIC and also removing unwanted plants like bordies, Ankadas, Nafatias etc. to be excavated uproots. Also includes disposing off of cut grass, shrubs and unwanted plants outside the premises of GETCO as per instructions of EIC. Scope included all tools and tackles, equipments, transportation, loading and unloading of cut grass. Nothing will be issued by GETCO (Total Area 30500 sqmtr X 2 Cycle/year X 2 Year = 122000 sq mt)	122000	1.00	Sq Mtr	122000.00
9	Providing plantation & development plant/trees/flower, ornamental plants and garden shrubs, small trees of plants of selected & approval name quality, and growth in good condition. The WO including cost of plants, materials, digging pits in the soil of size of 0.60x0.60x0.60 meter soil for planting trees, mixing of manure & refilling the pit with good earth, watering as and when required. Providing pesticides, fertilizers with 12 months of maintenance, replacement and replacing of dead plants during maintenance, cleaning, removing labours, tools and transportation, loading, unloading etc completed as directed by EIC	200	45.50	Nos	9100.00
Sub-Total					717212.40
GST 18%					129098.23
TOTAL AMOUNT					846310.63

Seal and signature of bidder



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

I/We hereby accept all the conditions and specifications of this tender document and accordingly.

I/We am/are willing to carry out work at _____% Above/ Below of (estimated amount at (A) (In words _
_____ % Above / Below) the Estimated rates at (A) mentioned above.

Amount of Tender work out as under. Total amount of My Tender Rs. ___Amt.in

Rs. _____
_____)

Note: GST will be reimbursed on production of documentary evidence of payment made to appropriate Government Taxation Department as per Govt. /GETCO's rule

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

Superintending Engineer (TR)
GETCO, PALANPUR