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GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001

Email: setrmehsana.getco@gebmail.com, Web site: www.getcogujarat.com,

TENDER NOTICE No: - MTC/102026/n-72

Superintending Engineer, Mehsana invites "On line Tenders" (e-tendering) for following work of **"Dismantling & Re-stringing of 220kV Twin Conductor Flyover Bus for revamping of 220kV bays at 220kV Mehsana S/s under Mehsana AM Division".** Bidders should fulfill the all Qualification requirement criteria given in the tender document, otherwise their bid will not be considered & price bid will not be opened.

Tender Papers & Specifications may be down loaded from Web site https://getco.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).

All tender documents (Notarized/ Self-attested copies of original – as specified in tender document) are to be upload through online only (Mandatory) on n-procure portal.

Tender fee & EMD should to be submitted online via RTGS/NEFT/IPMS. No Tender Fee/ EMD accepted physically or by Demand Draft.

For any query addressed to:
The Superintending Engineer,
Gujarat Energy Transmission Corporation Limited,
Circle Office, Visnagar Road, Mehsana – 384 001.

Sr.	Description	
1	Tender No.:	**MTC/102026/n-72**
2	Tender Fee (Non Refundable)	Rs. 1180.00 (With 18% GST)
3	Estimated cost including GST	Rs. 1586986.72/-
4	Earnest Money Deposit amount	Rs. 15870.00
5	Appropriate Class	E-2 or above
6	Completion period from commencement of work	4 Months
7	Last On-line Technical Bid/ Price-Bid submission Date up to 16.00 hours only	Dt. 06.11.2026
8	Date of opening of on-line Technical Bid	Dt. 06.11.2026
9	Tentative Date of on-line Price bid opening (if possible)	Shall be intimated separately

Seal & Signature of Bidder

IMPORTANT:

1. All the relevant documents including tender copy to be submitted though ONLINE only. No physical documents to be submitted by bidder.
2. All the online Annexures to be filled properly and notarized/ self-attested copies of original documents as per tender requirement must be submitted/attached through online form only. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible (readable) and should not be password protected.
3. Tender will be evaluated on Data/ Details/ Documents of the on-line submission. For any discrepancy between online & Submitted documents, Online offer is considered as final. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
4. Bidder has to submit Tender Fee & EMD through online payment methods only. Copy of payment to be attached with online bid documents.
5. Payment of Tender Fee & EMD (Earnest Money Deposit):
   Payment option for submission of Tender fees & EMD should be Online i.e. by RTGS/NEFT only.

GETCO, Mehsana Beneficiary Bank detail for online payment are as under:

Sr.	Particulars	Requisite Details
1	Name of Bank	Bank of Baroda
2	Name of Branch	Mehsana Main
3	Branch Code	MEHSAN
4	MICR Code	384012001
5	IFSC Code	BARB0MEHSAN (5th Digit- Zero)
6	Name of Account	Gujarat Energy Transmission Corporation Limited
7	Account No.	01520200030093
8	GST No.	24AABCG4029R2ZC

After payment through RTGS/NEFT, Bidder has to provide following details by e-mail on the same date of payment so payment receipt can be generated. Mail should on below mail addresses with contains details:

Sr	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**)

Mail to:
aotr.mehsana@gebmail.com
cashiermhs.getco@gebmail.com
setrmehsana.getco@gebmail.com

Seal & Signature of Bidder

6. Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or extension of due date etc.
7. No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt.
8. 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:

Superintending Engineer

GETCO, CO, Mehsana.

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

Note:

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

Seal & Signature of Bidder

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, MEHSANA

TENDER SPECIFICATION FOR

Dismantling & Re-stringing of 220kV Twin Conductor Flyover Bus for revamping of 220kV bays at 220kV Mehsana S/s under Mehsana AM Division

TECHNICAL BID

PART – I

GENERAL TERMS & CONDITIONS WITH COMMERCIAL BID

TENDER NO. MTC/102026/n-72

Seal & Signature of Bidder

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

INTEGRITY PACT

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	PARTY'S COMMITMENT
• To maintain the highest ethical standards In business and professional	• Not to bring pressure / recommendations outside GETCO to influence its decision.
• Ensure maximum transparency to the Satisfaction of stakeholders.	• Not to use intimidation, threat, inducement or Pressure of any kind on GETCO or any of its employees under any circumstances.
• To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.	• To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
• To ensure regular and timely release of payment on due dates for work done.	• To provide goods and / or services timely as per agreed quality and specifications at minimum cost of GETCO.
• To ensure that no improper demand is made by employees or by anyone on our behalf.	• To abide by the general discipline to be maintained in our dealings.
• To give maximum possible assistance to all the Vendors / Suppliers / Service provider and other to enable them to complete the contract in time.	• To be true and honest in furnishing information including payment to agents / sub-agent.
• To provide all information to suppliers/ contractors relating to contract / Job which facilitate him to complete the contract / job successfully in time.	• Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
• To ensure minimum hurdles to Vendors/ suppliers / contractors in complete of agreement / contract / work order.	• Not to enter into carter / syndicate / understanding whether formal / non-formal so as to influence the price.
_____ Seal & Signature (GETCO Authorized Signatory)	_____ Seal & Signature (Party's Authorized Person)
Name:	Designation:

Seal & Signature of Bidder

QUALIFYING REQUIREMENTS

1.	**Registration** : Bidder shall be strictly a GETCO registered contractor for appropriate Class
2.	**Technical Criteria**: **Experience:** Bidder shall have executed Similar type of 220kV Bus-bar Replacement/ Stringing work or minimum 01 no. of erection of 220kV Line/ TR Bay with state or central Transmission Utility. Completion certificate of same to be submit with detail WO Copy.
3.	**Financial Criteria**: Bank Solvency should not be less than 20 % of estimated amount within period of 12 Months on date of invitation of tender.
4.	**Additional Documents**: 1. Payment of Tender fee and EMD online RTGS/NEFT only 2. Electrical Contractor License with latest validation. 3. Attested copy of PAN card 4. GST registration certificate. (Provisional GST registration shall not be accepted). 5. Latest Registration Certificate of Provident Fund with last paid challan. 6. Details of Firm (Proprietorship/ Partnership/Ltd. – Sole Proprietor/ Partnership Deed- POA/ AOA- MOA BR as per applicable 7. Financial Document of Last Three Years- IT return/ Balance Sheet/ P& L Statement. 8. Attested copy of All annexures attached with Technical Bid. 9. Attested copy of list of Tools/ Tackles available.

Seal & Signature of Bidder

PART-I – ITB

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Particulars

The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called ‘ OWNER’ or ‘GETCO’ intends to receive bids for **work as per tender notice** as detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 **Qualification Requirement-**

As per mentioned in Qualification Requirements

The bidders must be attach certified/self-verified copy of all above documents on n-procure only, no physical documents required. It shall be sole responsibility of bidder that uploaded scanned documents in PDF form remain legible and should not be password protected.

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

5.0 **Knowing the Bid Documents**

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

6.0 Submission and Evaluation of Documents / Clarification

6.1 The Bidder shall submit/upload all the documents, certificates, declarations, statements and other information required under the Tender Document along with its original online bid within the stipulated date and time for submission of bids. The Bidder shall be solely responsible for ensuring completeness, correctness, legibility and validity of all such documents.

6.2 The Technical/Qualification Requirement (QR) evaluation of the bid shall be carried out only on the basis of the Data / Details / Documents submitted/uploaded by the Bidder as part of its original online offer on or before the stipulated last date and time for submission of the bid.

6.3 After the stipulated last date and time for submission of bids, no new, additional, substitute or replacement document shall be accepted or considered for establishing or improving the eligibility, Qualification Requirement (QR), technical qualification or experience of the Bidder.

6.4 In case any document, certificate, work order, completion certificate, experience certificate, registration certificate or other document required for establishing the eligibility/QR of the Bidder has not been submitted/uploaded with the original online bid, the same shall not be subsequently submitted or considered for establishing or improving the eligibility/QR of the Bidder.

6.5 The Owner/Tendering Authority may, wherever considered necessary, seek clarification only in respect of the Data / Details / Documents already submitted/uploaded by the Bidder with its original online offer, provided that such clarification does not result in any change, addition, substitution or improvement in the substance of the original bid or in the eligibility/QR of the Bidder.

6.6 No clarification shall be sought or accepted for introducing a new experience, new work order, new completion certificate or any other new document which was required to be submitted with the original online bid but was not submitted/uploaded within the stipulated bid submission period.

6.7 No post-bid clarification or document submitted voluntarily by the Bidder shall be considered for evaluation. Any clarification, if required by the Owner/Tendering Authority, shall be sought in writing and shall be limited to the original online submission.

6.8 In case the required Data / Details / Documents are not available in the original online offer, the bid shall be evaluated on the basis of the documents actually submitted/uploaded with the original online bid and dealt with in accordance with the Tender conditions.

6.9 In case any document uploaded/submitted by the Bidder along with the original online bid is found to be unreadable, illegible, corrupted, damaged or otherwise not accessible/openable, the Owner/Tendering Authority may seek clarification/re-submission only for such document(s) which are specifically required as per the duly filled online Annexures submitted by the Bidder, and only to the extent permissible under the Tender Conditions.

If the Bidder has not duly filled the relevant online Annexure(s), or has merely mentioned "As per attached documents" or any similar general remark in place of providing the required details in the prescribed Annexure(s), then no further communication, clarification or opportunity for submission/re-submission of such document(s) shall be entertained, and the bid shall be evaluated on the basis of the documents/data available in the original online offer.

The responsibility for ensuring that all uploaded documents are complete, properly filled, legible, accessible, valid and correctly linked/referenced through the prescribed Annexures shall rest solely with the Bidder.

<u>Evaluation of Online Offer</u>

- Tender shall be evaluated on the basis of the Data/Details/ Documents forming part of the original online offer submitted/uploaded by the Bidder on or before the stipulated last date and time for submission of the bid.
- No new, additional, substitute or replacement document submitted after the stipulated last date and time for submission of the bid shall be considered for establishing or improving the eligibility, Qualification Requirement (QR), technical qualification or experience of the Bidder.
- Clarification, if any, shall be governed strictly by Clause No. 6 of the Tender Document and shall not result in any change or improvement in the substance of the original bid."

Seal & Signature of Bidder

Online Annexures and Supporting Documents

- Bidders shall fill all online Annexures, wherever required, and shall upload all supporting authentic documents as specified in the Tender Document.
- The Bidder shall ensure that all documents required for establishing eligibility, Qualification Requirement (QR), technical qualification and experience are duly uploaded/submitted along with the original online bid within the stipulated date and time for submission of the bid.
- The responsibility for submission/uploading of complete and valid documents required under the Tender Document shall rest solely with the Bidder.
- In case any required Data / Details / Documents are not submitted/uploaded with the original online bid, the same shall not subsequently be accepted or considered for establishing or improving the eligibility/QR, except for clarification strictly within the scope permitted under Clause No. 6.
- The Owner reserves the right to evaluate the bid on the basis of the Data / Details / Documents available in the original online offer and in accordance with the provisions of the Tender Document."

The Performance Certificate / Certificate of Satisfactory Completion submitted against the qualifying work experience shall be issued by the competent authority of the organization for which the work was executed, as under:

- For works executed for GETCO: The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the Chief Engineer of the concerned/related department of GETCO under whose jurisdiction the work was executed.
- For works executed for other Government Departments / Government Organizations / PSUs / Boards / Corporations / Local Authorities or other organizations: The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the Order Placing Authority of the concerned organization, or by an officer duly authorized by the Order Placing Authority to issue such certificate.
- The certificate shall clearly indicate, at minimum, the name of the work, Work Order/Contract No. and date, name of the contractor, scope/nature of work, contract value, actual executed value, date of commencement, date of completion and performance/completion status of the work.
- Certificates issued by any other officer/authority not meeting the above requirements shall not be considered for establishing the requisite qualifying experience, unless specifically accepted under the provisions of the tender. For Civil Works, the certificate shall also indicate the amount of penalty / Liquidated Damages (LD), if any, levied/recovered for extension of time/delay in completion of the work. Further, the certificate shall indicate the actual quantum of major works executed, such as Concrete/RCC, Reinforcement, Pile Diameter, number of piles, total pile length/depth and other major/specialized items relevant to the qualifying criteria prescribed in the tender.
- The Tender inviting authority reserves the right to verify the authenticity of the Performance Certificate / Certificate of Satisfactory Completion and the particulars stated therein from the concerned client organization.
- Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc.

7.0 Amendment of bidding document:

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

7.2 The amendment will be notified in writing or Fax /web site to all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of

bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

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

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

C. PREPARATION OF BIDS

8.0 Language of Bid:

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

8.2 Bid Format

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

9.0 Local Conditions:

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

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

10.0 Documents comprising the Bid:

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

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

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

11.0 Scope of the proposal

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

e) Receipt of equipment and material from Soja R&M store/Mehsana Const. store or any GETCO construction store and transporting, storage, preservation and conservation of equipment at the Site.

f) Pre-assembly, if any, erection, testing and commissioning of all the equipment.

g) Reliability tests and performance and guarantee tests on completion of commissioning.

11.2 As specified in the Special Conditions of Contract, no deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract and submitted the same online.

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 and submitted online.

12.0 **Bid Price:**

12.1 The Bidder shall indicate percentage above/below of total bid price indicated in the appropriate price Schedules, enclosed in bid proposal sheets for erection, testing and commissioning, and other services it proposes to furnish under the contract. Prices quoted should be in **% Above/ Below on Estimated Cost**. However, detail bifurcation of Taxes applicable should be mentioned separately with Price bid

12.2 The Bidder shall specifically note that the Tenders are invited on percentage rate increase/decrease based in relation to unit rates of tender price schedule.

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

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

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

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

13.0 **Price Basis:**

13.1 The Price shall be quoted on firm basis.

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

14.0 **Taxes and Duties:**

14.1 Works contract-tax:
The Civil, structural and architectural portion of the contract shall be treated as works contract Consequently, any sales tax payable on the cost of these items of supply under the works contract shall also be included by the bidder in his total bid price and the owner shall have no liability whatsoever in respect of such works contract tax. However, the owner will deduct works contract tax out of the supplier's bills as per statutory rules.

14.2 As regards the income Tax, will be levied as per prevailing rate on payment to contractors. Any other tax except specifically mentioned in tender will not be borne by GETCO. The bidder shall be liable and rresponsible for payment of such taxes as attracted under the provisions of the law.

14.4 As regards the income Tax, surcharge on income tax and any other corporate tax, 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.

14.5 Notwithstanding the tax liabilities as per the sub-clause 14.1 to14.4 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.

14.6 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.

14.7 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. 14.7 supra.

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 contactor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

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

14.9 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.

14.10 Before quoting, the bidder may ascertain from the concerned tax authorities of Government of Gujarat the applicability of Work Contract Tax. Entry Tax, etc. in respect of this work and include the same in the quoted price. The Owner in this regard will entertain no separate claim, as it is the responsibility of the Bidder to pay all these taxes.

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

Seal & Signature of Bidder

14.12 The contractor shall pay 1% welfare cess to the respective Govt .Department if applicable & the same will be reimbursed on production of proof of payment .Before release of payment of final bill, the contractor has to submit documentary evidence of payment of welfare cess of previous RA bill as well as of the final bill. Also, the bidder should submit the certified copy of welfare registration before 1st RA bill. The payment should be released after submission of said registration.

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 factors in consideration of the bids.

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

16.0 Insurance:

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

17.0 **Erection Tools and Tackles:**

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

18.0 **Bid Security/EMD**:

18.1 Bidders have to pay EMD by online i.e. RTGS/ NEFT as given in tender notice for above work along with the Technical Bid. Cheque/ DD/ Corporate Bank Guarantee are not accepted. No interest will be allowed on amount of EMD paid.

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

18.3 The Owner will reject any bid not secured in accordance with Para 20.1 above, as non-responsive,. No exemptions are made in the furnishing of the security.

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

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

18.6 The bid guarantee may be forfeited.

a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
b) If a bidder refuses to accept the contract or fails to commence the works (including

supplies within thirty days of letter of award of contract)

19.0 **Format of Bid:**

19.1 All the relevant documents including tender copy to be submitted though ONLINE only. No physical documents to be submitted by bidder, it must be submitted by n-Procure only.

20.0 **Signature of Bids**:

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

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

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

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

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

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

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

21.0 **Sealing and marking of bids:**

No Technical and Commercial bid documents required.

22.0 **Deadline for submission of bids:**

22.1 As per Tender Notice

23.0 **Late Bids**

Any bid received after the submission closing time or date fixed or extended for submission of bids will be rejected and not considered for evaluation.

25.0 Modification and withdrawal of bids:

25.1 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.

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

25.3 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.

26.0 Information required with the proposal:

26.1 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.

26.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc. in five copies.

26.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

26.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

26.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

26.6 The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.

27.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

E. BID OPENING AND EVALUATION

27.0 Opening of bids by owner:

27.1 The Owner will open the technical bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding document. The Bidder's representatives who are present shall sign a register evidencing their attendance.

27.2 The Bidder's names, Technical modifications, bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.

27.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by Fax/Telex, at least one week in advance besides inviting final price bid if found appropriate after evaluation of Technical bids.

27.4 The Bidder's name, 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 COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.

29.0 **Policy for bids under consideration**:

29.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his 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:** No Copy of PRICE-BID requires in Physical copy of bid. It is compulsory to submit price-bid through on-line (n-code) only. Same will observed in physical bid during opening, whole tender may be not considered.

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.

d) 'Evaluated Bid Price' shall be summation of 'Bid Price', 'Differential Price' and 'Cost Compensation for Deviations.'

33.0 <u>Calculation of differential Price & Cost Compensation for Deviations.</u>

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)=n1F1+n2F2…+nnFn, where F1, F2…Fn are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: 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.

35.0 **Notification of award:**

35.1 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.

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

35.3 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.

36.0 **Signing of contract:**

36.1 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.

36.2 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.

36.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed before commencement of work.

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 DD/ Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished. The guarantee amount shall be equal to ten percent (10%) of the Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 30 days after the end of Warranty Period.

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 Contra.

PART-I GCC

GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

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

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

1.3 'Contractor' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.

1.4 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.

1.5 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.

1.6 'Works' shall mean and include the furnishing of equipment, Labor and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.

1.7 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

1.8 Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.

1.9 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.

1.10 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.

1.11 Site Engineer 'Inspector' shall mean the owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.

1.12 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official

notice issued by the Owner notifying the Contractor that his bid has been accepted.

1.13 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.

1.14 'Date of Contract' shall mean the date on which letter of commencement of work issued by the respective sub division deputy engineer.

1.15 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

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

1.16 Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.

1.17 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.

1.18 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.

1.19 '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.

1.20 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.

1.21 'Latent Defects' shall mean such defects caused by faulty designs, material or work-manship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.

1.22 '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.

1.23 Words imparting the singular only shall also include the plural and vice –versa where the context so requires.

1.24 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

2.0 APPLICATION

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

3.0 CONTRACT DOCUMENTS

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

a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, the Special Conditions of Contract. and all other documents included under Part-I, Part-II and Part-III .

b) Specifications of the erection of the equipments and other technical services to be provided under the Contract as brought out in the accompanying Technical Specifications.

c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.

d) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

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

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

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

5.0 CONSTRUCTION OF THE CONTRACT

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

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

5.2 In case erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favor of the Owner in the form acceptable to the Superintending Engineer, Mehsana 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.

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

5.4 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

6.0 JURISDICTION OF CONTRACT

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

7.0 EXECUTION OF CONTRACT:

7.1 The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.

7.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office the Owner at Mehsana on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

7.3 The Agreement will be signed in copies to be specified and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.

7.4 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contractor.

8.0 ENFORCEMENT OF TERMS

8.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be 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.

9.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

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

14.1 If the Contractor fails to successfully complete the work within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay. The details of such penalty are brought out in the accompanying Special Conditions of Contract in clause no. 10 (SCC).

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

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 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 with- holding 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 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 or cancel 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 CO-OPERATION 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 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 and production of work completion certificate of the Sub-Station in-charge, after following the procedures of GETCO.

The payment of the above work will be processed through VMS portal of GUVNL, hence you are required to get yourself registered on https://vms.guvnl.com and submit the digitally signed Invoices, GST CA Certificates, Log-book, Toll payment receipt, Attendance of Driver/Vehicle, Driver's PF related compliances and other supporting documents to Consignee/ Location/ Division offices wise using your login ID and Password on the VMS portal of GUVNL. No Physical submission of invoice required

Payment of Invoice will be done as mentioned below.

1. 80% of FOR destination price (on Adhoc basis)
2. 20% of FOR destination price & GST be kept under retention account and be released towards final settlement of such invoice after verifying benefits of higher ITC passed on to the GETCO, based on Certificates from Practicing CA firm in regard to passing of ITC and reduction in Tax instance.

It is to state that under GST Regime, the Suppliers will be entitled to Input Tax Credit (ITC) in respect of Tax paid on input goods & service used by him as against the earlier Tax regime where CENVAT Credit was available on account of Excise Duty and Input Tax Credit was available on account of VAT. Hence under Statutory Variation clause, Excise Duty clause and extension in Contractual delivery clause of Purchase Order & Works Order, the Supplier or Contractor are supposed to pass on benefit on account of higher Input Tax Credit now available, due to introduction of GST, for ongoing and pending supply &I works orders.

Considering, the Anti Profiteering provision of GST and Excise Duty and Statutory Variation clause of Purchase Order and Works Order issued by GETCO, invoive will be processed & paid on Adhoc/ provisional basis as mentioned above keeping balance 20% of FOR destination price + GST under retention account.

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 up to 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 up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.

26.5 Mode of Payment

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

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

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

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

27.0 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

28.0 INSURANCE

28.1 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.

28.2 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.

28.3 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.

28.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced 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.

28.5 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.

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

29.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

30.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

30.1 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.

30.2 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.

31.0 FORCE MAJOR

31.1 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.

31.2 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.

32.0 SUSPENSION OF WORK

32.1 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.

32.2 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.

33.0 CONTRACTOR`S DEFAULT

33.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith to execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to

take the work wholly or in part out of the Contractor's hands and re contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and If the sum that the Contractor is entitled to be paid plus the costs incurred by the Owner in completing the works, exceeds the Contract Price or the entire works i entire works have been completed or the rice or art the works if part of the works have been completed, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner and if such excess is less than the sums due to the Contractor. Owner shall pay the balance to the Contractor. For facilitating such payment, Owner shall encash the Bank Guarantees of Contractor available with Owner/s and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Owner/s may have with the Contractor. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

33.2 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.

33.3 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.

34.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

34.1 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.

34.2 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.

34.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

35.0 FRUSTRATION OF CONTRACT

35.1 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.

35.2 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.

35.3 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.

36.0 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

37.0 SETTLEMENT OF DISPUTES

37.1 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.

37.2 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.

37.3 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.

37.4 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.

37.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

38.0 ARBITRATION

38.1 (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."

39.0 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.

PART-I ECC

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

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

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 ACCESS TO SITE AND WORKS ON SITE

4.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.

4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.

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

5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

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

9.0 PROGRESS REPORT

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

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOR

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

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

12.3 In case the Owner becomes liable to pay any wages or dues to Labor or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labor Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space

Land for Contractor's Store, Workshop etc.

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

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

13.2 Electricity: Power Supply

Where power supply is available with the Owner for construction purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer free of charge for consumption in works. Electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase,50 cycles. Each Contractor shall provide and install all necessary transformers, switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's Labor/staff colony, the power so consumed shall be charged at the prevailing tariff rate of the GUVNL as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

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

under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

14.2 **First-aid**

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

14.3 **Cleanliness**

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.

17.0 **SECURITY**

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

18.0 **PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS**

The pre-commissioning trials and initial operations of the equipment erected by the Contractor shall be carried out in presence of contractor and is deemed considered as part of the work completion. If it is anticipated that the above test may prolong for a long time, the

Contractor's workmen required for the above test shall always be present at Site during such tests and trials.

19.0 MATERIALS HANDLING AND STORAGE

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

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

19.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

19.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

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

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

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

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

19.9 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

19.10 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

20.0 CONSTRUCTION MANAGEMENT

20.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

20.2 The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

20.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

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

21.0 FIELD OFFICE RECORDS

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

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

24 INSURANCE

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

24.2 Workmen's Compensation Insurance

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

Workmen's Compensation	:	As per statutory Provisions
Employee's Liability	:	As per statutory Provisions

24.3 **Comprehensive General Liability Insurance**

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

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

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

25.0 UNFAVORABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special

precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

26.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

27.0 WORK & SAFETY REGULATIONS

27.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.

27.4 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of in this regard.

27.5 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.

27.6 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.

27.8 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the

control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

27.9 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by to handle such fuses, wiring or electrical equipment

27.10 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:

a. Satisfy the Engineer that the appliance is in good working condition;

b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;

c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

27.11 The Engineer will not grant permission to connect until he is satisfied that;

a. The appliance is in good condition and is fitted with suitable plug;

b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

27.12 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

27.13 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to he provided by the Contractor to electricians/workmen/officers.

27.14 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

27.15 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

27.16 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in Para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

27.17 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following

a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial

location.

d) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

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

a. Fatal injury or accident Causing death	Rs. 1, 00,000/- per person	: These are applicable for death
b. Major injuries or accident causing 25% or more permanent disablement to Workmen or employees	Rs. 20,000/- per person whosoever.	: injury to any person,

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

28.0 CODE REQUIREMENTS

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

PART-I SCC

SPECIAL CONDITIONS OF CONTRACT

1.0 **General Particulars:**

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

2.0 **Tender Fee:**

As per Mentioned in Tender Notice

3.0 **Earnest Money Deposit (EMD):**

As per Mentioned in Tender Notice

4.0 **Declaration by Bidder:**

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

5.0 **Qualifying Criteria:**

As per Mentioned in Tender Notice

7.0 **Price Inclusions (including Taxes & Duties):**

7.2 The prices quoted shall be all inclusive of freight, Octroi, transportation, loading, –unloading & stacking at site of equipment materials received from construction store Mehsana after observing all store formalities of GETCO .

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

7.5 **Goods and Service Tax (GST)**:

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

You shall have to submit a C.A Certificate& duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund/Credit, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

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

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

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

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

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

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

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

INPUT TAX CREDIT BENEFIT

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

GST Compliances:

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

7.6 **Statutory Variations**:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to

suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Welfare cess

1) As per the Welfare cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects and civil works.
2) Contractor shall get registered under welfare cess Act before commencement of work. 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.
4) The contacts 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 contractor 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.

- On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office.
- Before release of payment of first R.A. Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
- Before release of payment of subsequent R. A. Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.
- Before release of payment of final bill, the contractor has to submit documentary evidence of payment of welfare cess of previous R.A. Bill as well as of this final bill.
- If the R.A. Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess.
- The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

7.18 **Income Tax**

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

7.19 **TDS under GST:**

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

8.0 **SECURITY DEPOSIT**

8.1 The successful bidder has pay security deposit within 10 days of receipt of order.

8.2 The 5% of tender value will be required to be paid either in form of Demand Draft in favor of "Gujarat Energy Transmission Corporation Limited" payable at Mehsana or in form of "Bank Guarantee" on acceptance of tender as security deposit at Circle Office, Mehsana. The Security Deposit will be paid within 10 days of receipt of LOI. FDR not accepted as security Deposit. Bank Guarantee Format will be given from this office.

As per G. R. No. EMD/10/2020/42/DMO dated: 19.10.2020 of Finance Department, Govt. of Gujarat, Gandhinagar GETCO accepts Bank Guarantee from the bidders for Security Deposit and Earnest Money Deposit issued by Banks. In this regard, Finance Department, GoG has issued above referred G.R. resolving that Government Departments and State Government Boards/ Corporations/ PSUs would accept Bank Guarantee towards Security Deposit and Earnest Money Deposit issued by any mentioned in GR dtd. 19.10.2020.

9.0 **GUARANTEE PERIOD:**

Total work executed shall be covered under guarantee period against any defect in poor workmanship etc. for a period of Three Months from the date of commissioning.

9.0A **BAR CHARTS**

The Bidder shall furnish along with the bid, the bar charts and project schedules indicating starting and completion dates of each activity. This is mandatory condition the tenders without which shall be liable to be rejected.

10.0 **PENALTY FOR DELAY**:

10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in work execution beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % per week or part thereof on delayed portion of the work subject to ceiling of 10% of total contract value plus GST as applicable will be imposed.

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

10.4 "RIGHTS OF THE OWNER:

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

a) Any sum of money due and payable, to the Contractor (including the security deposit) under the contract may be withheld or retained by way of lien by the Owner against any of its claim in

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

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

11.0 COMPLETION PERIOD

11.1 Overall Completion period for this Contract will be as per mentioned in Tender Notice from the date of commencement for 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.

12.0 Presentation of Bills

12.1 Monthly RA bills for 90% value of the supplied tower material and work executed including cost of material consumed is to be prepared in triplicate and submitted to Site Engineers in-charge of the work, for necessary payment. These bills shall be serially numbered with suffix SE-I.

12.2 Balance 10% payment shall be released only after finalization of material account and passing of final bill. The contractor has to submit the final bill along with the material consumption statement and other required data of the work carried out within 3 months from the date of completion of work. These bills shall be serially numbered with suffix SE-I.

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

a) Item wise work done during billing period.

b) Item wise cumulative work done.

c) Account for material consumed and balance stock.

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

13.0 Terms of Payment

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

13.1 For erection works.

(i) 90% payment of amount claimed covering various activity such as structure, equipment erection, earthing installation, control wiring, battery charging e t c . works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill. **OVER AND ABOVE THIS PAYMENT TERMS MENTIONED ABOVE WILL BE APPLICABLE WHILE RELEASING PAYMENT.**

(ii) Balance 10% of erection value shall be paid against completion of work only after Settlement of material account statement of items used, erected and successful Commissioning of transmission line the same amount will be release in final bill only

and Payment will be made only after passing of final bill.

14.0 **TAKING DELIVERY AND INSURANCE:**

14.1 The contractor has to take delivery from Mehsana construction store of S/S equipment and materials and keep in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection or taking over of the S/S by GETCO.

14.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.

14.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the GETCO.

14.4 **MARINE-CUM-ERECTION INSURANCE**: -

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

The contractor shall deal directly and pursue the claim with the insurance company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the contractor shall be furnished / submitted to engineer-in-charge of GETCO.

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

14.5 In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the 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 the entire project till the S/S is taken over by the GETCO.

15.0 **LABOR LAWS:**

15.0.1 Labour below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

15.0.2 Contractor shall maintain a valid labor license under the contract Labor (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.

15.0.3 The Contractor shall at his own expenses comply with all labor laws and keep the indemnified in respect thereof. Some of the major liabilities under various labor and industrial laws which the Contractor shall comply as under:

i) Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.

ii) Payment of deposit in respect of each contract labor at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labor as per the Contract Labor (Regulation and Abolition) Act.

iii) License fee as prescribed under the Contract Labor (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.

iv) Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.

v) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.

vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labor Laws.

vii) Payment of compensation in case of accidental injury.

viii) Provision of crèche if the female laborers employed are more than 30.

ix) Maternity Leave as per the provisions of the Maternity Benefit Act.

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

15.1 **PROVIDENT FUND AND FAMILY PENSION SCHEME:**

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

15.2 **DEPOSIT LINKED INSURANCE SCHEME**

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

15.3 **ADMINISTRATIVE CHARGES:**

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

15.4 **PAID LEAVE FACILITY:**

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

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

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

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

15.7 **CONTRCTOR TO INDEMNIFY THE GETCO:**

The Contractor shall Indemnify the GETCO and every member officer and employees of the GETCO also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the GETCO or Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the contractor shall indemnify and keep indemnified the GETCO against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

15.8 **WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Insurance shall be affected for all the Contractor's employee engages in the performance of this contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workmen's

employer's liability insurance for the latter's employees, such employees shall be covered under the
Contractor's Insurance.

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

a) The Contractor shall pay minimum wages per day to his Labors/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labor employed by him under this contract shall also be paid by him before the expiry of 7th day of the last day of the month in respect of the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next
month). Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs. 100/- per each day or as per the prevailing rules of Labor laws.

b) The Contractor shall give his Telephone Number and Address to the GETCO, so that, in case of Labor trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

15.10 **REGISTRATION WITH PROVIDENT FUND OFFICE**

I) The separate P.F. code issued from P.F. commissioner is required to be taken by contractor.

ii) If the contractor does not possess separate P.F. code number of RPFC, his tender will not be considered for acceptance.

iii) The contractor should mention separate P.F. code number allotted by PPFC, along with the tender.

15.11 Termination of Contract:

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

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

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

15.12 To cancel the contract.

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

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

15.12.1 **MATCHING OF END COST**:

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

16.0 **VENDOR REGISTRATION: REGISTRATION AS A CONTRACTOR**:

Registration with Mehsana or any other GETCO 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.

Seal and signature of contractor

TENDER NO. **MTC/102026/n-72**

Sub. :

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 **as per Tender Notice.** 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

Seal and signature of contractor

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 "Yes", please furnish following details:

i) Registration Letter No. & date. ii) Class of Registration

Iii) Validity

c) Whether Bidder is having PF Code No. Yes / No

6) a) Whether EMD paid. (DD / BG) Yes / No

b) In case "Yes", furnish details

7) Whether following documents as specified are submitted.

a) Human Resources detail. Yes / No

b) Availability of tools, equipments etc. Yes / No

c) Details of orders executed / on hand Yes / No

d) Financial capability. Yes / No

e) Experience as specified. Yes / No

f) Latest Income-tax certificate Yes / No

g) Company's Articles Of Association Yes / No

h) Details Of Partners / Directors Yes / No

i) B.R./P.A. Authorizing Person Yes / No

j) Power of Attorney of Consortium Members Yes / No.

Signature of Authorized Representative of Company/Agency

NAME:_____

STATUS:_____

Name of tendering Company

Seal and signature of contractor

Part II – GENERAL INFORMATION

1.1. SCOPE OF WORK

This specification covers the storage and handling at site, erection, testing, commissioning and handing over in ready to switch on condition to GETCO of complete equipment / accessories of etc., as per the Schedule-B and as per approved layout drawing

2.0 INSTRUCTIONS TO THE BIDDER (TECHNICAL) :

2.1. CODES, STANDARDS & REGULATION

2.2. DOCUMENTS REQUIRED FOR APPROVAL:

2.3. FOR REFERENCE

2.4. AS- BUILT DRAWINGS

2.5. GUARANTEE

The successful bidder will give guarantee for the equipment for its workmanship as per GCC & SCC.

2.6. FUNCTIONAL AND COMPOSITE TESTING

Following test shall be conducted on equipment after completion of erection in the presence of Engineer
-in-charge from point of view of completeness in the presence of Authorized Representative.

1 Visual inspection of total system.
2 Verification and measurement of earthing resistance.
3 Checking of cable terminations and laying, dressing etc. in the equipment kiosk and control panels.
4 Checking of safe accessibility of components.

2.7. BAR CHARTS

The Bidder shall furnish along with the bid, the bar charts and project schedules indicating starting and completion dates of each activity.

PART - II

TECHNICAL PARTICULARS FOR

3.1.0 SCOPE:

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

i) Taking delivery of equipment and other material from the GETCO's stores, checking them, transporting to site's stores and keeping in safe custody by contractor.
ii) To take suitable storage-cum-erection insurance of equipments/materials issued by the GETCO.
iii) Distribution of all materials to erection site.

iv) Structure/Equipment erection including fixing of attachments, accessories and tack-welding of structures.,
v) Stringing of ACSR/AAAC Twin Moose/Zebra conductor bus with fixing of insulators, Hardware, dampers, spacers etc.
vi) Workmanship guarantee of all the activities carried out from (i) to (v).

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

3.1.3 The GETCO will supply equipments, structure materials, bolts-nuts, structure accessories / attachments, insulators, insulator-hardwares, conductor, accessories, ground wire, ground wire accessories, GI Earthing strip, Control cable etc. required for erection of equipments and other associated works.

3.1.4 All works shall be carried out in accordance with the revised and latest Provisions under Indian Electricity Act and Rules made hereunder.

3.1.5 The contractor at his own cost shall arrange all the erection tools required during execution of work. The Contractor solely is responsible for any damage and / or loss of his erection tools.

3.1.6 The Contractor shall be fully responsible for completing all the above works till the complete substation is taken over by the GETCO, and thereafter up till guarantee period.

3.1.7 The methods of erection are not dealt with in detail but are left to the Contractor who shall exercise his own judgment with regards to actual handling of equipments & materials and in deciding upon the best methods to be adopted for all the erection activities.

3.1.8 The successful bidder shall carryout all the erection works in accordance with structural drawings, and other erection drawings etc. provided by the GETCO.

3.2.0 **LAYOUT OF SUB STATION**

3..2.1 The proposed layout of the substation is available with concerned field office. The bidders are presumed to have acquainted themselves with the site before submitting their offer.

3.2.2 The successful bidder has to collect from concerned field office the detailed layout drawing along with the following drawings for the substation duly approved by the GETCO immediately on receipt of the Order. He shall also arrange visit of proposed site jointly with GETCO's representative for important marks coming across the scope of works under the contract. Structural drawings of 66 KV Structures listed at Schedule –B

3.3.0 TECHNICAL INSTRUCTIONS TO THE BIDDER

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

3.4.0 **ERECTION AND COMMISSIONING TOOLS & TACKLES.**

3.4.1 The contractor shall provide all tools/tackles jigs and fixtures winches, alignment tools, welding sets, breaker handling devices all consumable items and construction equipment as required to install the equipments and to complete the work in all respects and shall necessarily include (but not limited to) bolts, nuts, rivets, welding rods, shims, wedges, packing sheets, packing compounds, oil installation and protection of individual equipment in storage and during erection.

3.4.2 This shall also cover proper alignment, tack welding tagging, laying marking of and connection of cables, fabrication supply and installation of all support structures for installation of various electrical equipment and cables

3.4.3 Provision of cable glands, ferrules, and cable lugs tags sealing kit (for HT cables) shall also be arranged by the contractor.

3.4.4. Erection of various equipment shall be done strictly as per manufacturer's instructions

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

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

3.18 **GENERAL :**

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

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

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

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

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
TRANSMISSION CIRCLE OFFICE, MEHSANA.

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

OUR ENEAVOUR

To create environment where Business confidence is built though 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 COMMITEMNT	PARTY'S COMMITEMENT
☐ To maintain the highest ethical standards in business and professional	☐ Not to bring pressure recommendations outside GETCO to influence its decision.
☐ Ensure maximum transparency to the satisfaction of stakeholders.	☐ Not to use intimidation, threat, inducement or pressure of any kind on GETCO or any of its employees under any circumstances.
☐ To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.	☐ To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
☐ To ensure regular and timely release of 9payment on due dates for work done.	☐ To provide goods and / or services timely as per agreed quality and specifications at minimum cost of GETCO.
☐ To ensure that no improper demand is made by employees or by anyone on our behalf.	☐ To abide by the general discipline to be maintained in our dealings.
☐ To give maximum possible assistance to all the Vendors / Suppliers / Service provider and other to enable them to complete the contract in time.	☐ To be true and honest in furnishing information including payment to agents / sub-agent.
☐ To provide all information to suppliers / contractors relating to contract / Job which facilitate him to complete the contract / job successfully in time	☐ Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
☐ To ensure minimum hurdles to Vendors / suppliers / contractors in complete of agreement / contract / work order.	☐ Not to enter into carter / syndicate / understanding whether formal / non formal so as to influence the price.

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Seal and signature of contractor

Safety Penalty Clause:

Penalty:

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

Sr. No	Amount of Contract in Rs.	Penalty amount
1	Up to -71 Lac	Rs.5000/-
2	Above 1 Lac to -7 10 Lacs	Rs.25000/-
3	10 to ---7 100 Lacs	Rs.100,000/-
4	> 100 Lacs	1.0 %

2. **Reporting;**

2.1 The contractor shall inform concerned Ex. Engineer Const./ TR in writing within 24 hours of fatal/Non-fatal accident occurred to human being.

2.2 The GETCO investigating officer findings in to accident shall be final and binding to the contractor /Agency.

3. **Safety Requirement**:

3.1 Kick off Meeting exclusively for safety shall be done in each contract in presence of contractor's site in charge and supervisor. Safety document shall be handed over and vital safety norms and key points of safety related to project shall be explained and recorded for commitment by erection contractor. Such records are mandatory for clearing first erection bill.

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

3.21 Safety equipment's available and utilize. (a) Helmet.
(b) Safety belt. (c) Safety shoes.
(d) Live line Voltage detector

3.2 2 Safety procedures adopted.

a) Permit to work

(b) Earthing at the place of work.

(c) Adequate supervision.

3.23 T & P physical Check. (Healthiness and Quality)
(a) P. P. Rope.
(b) Wire rope and sling.
(c) Earthing rod

Seal and signature of contractor

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

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

Seal and signature of contractor

CONTRACT AGREEMENT

(To be submitting after Awarding of Contract)

(Non judicial stamp paper of Rs. 300/-)

This agreement is made at _____, on the _____day of _____in the Christian year _____ between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to context include its successors or permitted assigns) of the one part and the Gujarat Energy Transmission Corporation Limited, having their _____ Office at _____, (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

"WHEREAS" the aforesaid Corporation has accepted the tender of the aforesaid contractors for _____ _____ as per Corporation's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter arid other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____on behalf of the Corporation, a list where of 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 the contractor for the work of _____. of Gujarat State for the sum of Rs. _____(Rupees_____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES 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 conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money 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 hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc. attached with Corporation's Order No._____.

The contract value, extent of works / supply, completion / 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.

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

Seal and signature of contractor

Signed, Sealed and Delivered by

_____

for and on behalf of M/s. _____

In the presence of, signature with names and
Address:

1) _____
_____
_____

2) _____
_____

Signed, Sealed and Delivered by
_____

for and on behalf of Gujarat Energy Transmission Corporation Limited,

In the presence of, signature with names and
Address: _____
_____
_____

1) _____
_____

_____

2) _____
_____
_____

Seal and signature of contractor

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THESE PRESENTS that we, _____ by this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of _____ 2013. I/We Having Registered Office _____ (herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO), Mehsana a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Mehsana.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no._____ dated_____made between _____ and _____for the contract of the _____value of Rs. _____ interalia on production of Safety Cum Indemnity Bond.

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

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

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

Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the 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.

Seal and signature of contractor

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

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

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .
d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.
e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR .
f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

Sr. No	Amount of Contract in Rs.	Penalty amount
1	Up to -71 Lac	Rs.5000/-
2	Above1 Lac to -7 10 Lacs	Rs.40000/-
3	10 to ---7 100 Lacs	Rs.100,000/-
4	> 100 Lacs	1.0 % of contract value

Seal and signature of contractor

g. I/We the CONTRACTOR hereby confirm that in case of any dispute/difference for settlement of claims under this Safety Cum Indemnity bond the courts in Gujarat State wherever job/work is performed or as per GETCO norms shall have the jurisdiction to decide the rights & liabilities of the parties while adjudicating the matter of claims under this Safety Cum Indemnity Bond.

h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the Contractor's application after the
Contractor has discharged all his obligations under the order mentioned hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).

i. This Safety cum Indemnity Bond and the guidelines as per Annexure-A herein
contained are in addition to And not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the GETCO by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.

(Signature with seal of The CONTRACTOR)

In the presence of:
1.
2.

ANNEXURE- A

OUR ENDEVOUR Safety a habit

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

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

Indoor safety precaution	Outdoor safety precaution
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leade	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor's supervisor for risk assessment •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.	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 : a. HT/LT line or tap line crossing under each span 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.
Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non electrical & civil works. 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 contr room incharge. 1. Utilizing Electrical / nonelectrical equipmer safety rules must be implemented. 2. If the work is to be carried out on Sunday c Public holiday, the necessary permission must be taken in advance, requesting in writing. 3. Unwanted person including children of labo will not be allowed at working site/ in the switchyar and in the prohibited area. 4. Any electrical work or electrical connection equipment for any other work must be carried out certified	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. While execution of stringing work, the identified lin crossing must be isolated / deenergized and writte clearance should be obtained from concerned DISCOM supervisor. 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. supp while work is under execution Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line cross

electrician/wiremen with adequate size of wire through MCB as per I.E. Rule. -Live penal area / bus bar must be isolated and sealed / bifurcated with red colour tape for visible warning. Display Board must hang on LCP panel. -Transformer must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person. All wire temporary connection material whenever erection activity has any connection and disconnection work of bus bar, string bus.	
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.

BIDDER'S DETAILS OF PERSONNEL

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.		

ANNEXUTURE-1

Sub. : As above Mention

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

a) I/ we, the undersigned, have read and understand the Tender Specification for Work 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.

Company / Agency NAME: _____ STATUS: _____ Name of tendering Company

ANNEXURE-2

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 isin 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.

5) a) Whether the Bidder is registered with for Getco

b) In case of "Yes", please furnish following details:

i) Registration Letter No. &date.

ii) Class of Registration

Iii) Validity

c) Whether Bidder is having PF Code No. Yes / No

6) a) Whether EMD/Tender fees paid. (DD / BG) Yes/no

7) Whether following documents as specified are submitted.

a) Human Resources detail. Yes / No

b) Availability of tools, equipment's etc. Yes / No

c) Details of orders executed / on hand Yes / No

d) Financial capability. Yes / No

e) Experience as specified. Yes / No

f) Company's Articles Of Association Yes / No

g) Details Of Partners / Directors Yes / No

h) B.R./P.A. Authorizing Person Yes / No

i) Power of Attorney of Consortium Members Yes / No.

J) Pan card Yes/No

K) GST Registration Yes/No

L) Electrical Contractor registration Yes/No

M) Solvency certificate Yes /No

8) Price: [FIRM ONLY] Yes/No

9) Security terms agreed Yes/no

10) Penalty terms agreed Yes/No

11) Terms agreed: Yes/no

12) Validity of the offer for 180 days from the date of opening of the technical bid: agreed Yes/No

13 payment terms agreed:

Company / Agency NAME: _____ STATUS: _____ Name of tendering Company

ANNEXUTURE-3

1) DETAILS OF WORK ORDERS EXECUTED BY THE BIDDER OF VARIOUS SIMILAR CONTRACTS

.

Sr. No.	Order No./Date	Description of work	Order Qty.(Bay/ss)	Order Amount	Name of Order placing authority
1	2	3	4	5	6

Completion date as per order	Date of commencement of work	Date of actual completion of work
7	8	9

2) SATISFACTORY WORK COMPLETION CERTIFICATE

Sr. No.	Description of work	ertificate No	Date	Order Amount	Certificate issuing authority

3) WORKS TENDERED / IN HAND

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

Sr.	Name of Work and Location	Order Quantity(Bay/SS)	Order Value	Anticipate date of Completion	Remarks

Signature of Authorized Representative
Company / Agency
NAME: _____ STATUS: _____ Name of tendering Company

ANNEXUTURE-4

FINANCIAL CAPABILITY

Sr. No.	Details	Amount Rs. In lacks	Remarks
1.	Solvency		A scheduled Banker's Certificate of present solvency be attached.
2.	Price of the biggest job Carried out.		
3	Average Turnover of Last three Year		

Signature of Authorized Representative
Company / Agency
NAME: _____ STATUS: _____ Name of tendering Company

ANNEXUTURE-5

1) ERECTION CAPACITY

Based on available men power, tools-tackles, machinery and financial resources, our erection capacity is as under:

Sr. No.	Name of activity	Unit	Capacity per Annum per gang	No. of Persons per gang.
1.				

2) TENDERER'S DETAILS OF PERSONNEL

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

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

Contractor's Representative legible signature: _____
Name of the person: _____
Seal of the company
Date & place: _____

Seal and signature of contractor

Declaration

To be submitted with Q.R BID (On letter head with following declaration)

Declaration regarding "Relationship with Employee"

Subject: - Relationship with Employee

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

"If in any Bidder Company/firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/her relative as defined in Section 2(77) of the Company's Act 2013 is 10% or more, the tendering company will not deal with such company/firm at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company"

Signature of Authorized Representative
Company / Agency
NAME: _____ STATUS: _____ Name of tendering Company

Seal and signature of contractor

Declaration

To be submitted with Q.R BID (On letter head with following declaration)

Declaration regarding "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 for particular quoted item, as above.

Signature of Authorized Representative
Company / Agency
NAME: _____ STATUS: _____ Name of tendering Company

Seal and signature of contractor

Declaration

To be submitted with Q.R BID (On letter head with following declaration)

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

SUB: Undertaking in regard to stop deal/Banned for Business dealing /Black list thereof)

Ref: Tender no:

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

I/We

_____

Authorized signatory of M/s _____ here by 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 and/or their any subsidiary company viz. GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

Seal of Firm **Signature of renderer**

Seal and signature of contractor

QUALIFICATION REQUIREMENT.

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

Sr.	**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.	
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 tolls and tackle detail	

Signature of Tenderer Company's Round Seal
Date:
Place

GUJARAT ENERGY TRANSMISSION CORPORATION LTD.
CIRCLE OFFICE, MEHSANA

TENDER SPECIFICATION
FOR

Dismantling & Re-stringing of 220kV Twin Conductor Flyover Bus for revamping of 220kV bays at 220kV Mehsana S/s under Mehsana AM Division

PRICE BID

TENDER NO. MTC/102026/n-72

(TO BE SUBMITTED ONLINE – N-Code Only)

Seal and signature of contractor

GUJARAT ENERGY TRANSMISSION CORPORATION LTD.
Dismantling & Re-stringing of 220kV Twin Conductor Flyover Bus for revamping of 220kV bays at 220kV Mehsana S/s under Mehsana AM Division

Sr.	Description	Qty.	Rate	Unit	Amount
1	Replacement if the complete bus (length up to 45 Mtrs., single span) or fly-over bus including associated all jumpers of bus and bay including all related accessories and fitting like hardware, clamp etc. during the specified outage period, as per the instruction of Engineer -In -Charge Detailed Scope includes: 1. Dismantling Work Complete removal of the existing bus, including Bus conductors, jumpers, associated fittings and accessories, insulators and sag - compensating mechanism 2. Installation: Restringing of the new bus of equivalent or approved specification complete with all accessories, Insulators, Sag compensating plates or springs, Connectors and clamps, all associate jumpers for the bus and bay 3. Alignment and Testing: Ensuring proper alignment and tension of the new bus, verifying correct installation of all insulators and fittings, conducting checks as required by the EIC 5. Compliance and Safety: Execution of work strictly under safety protocols during specified shutdown period, Restoration of the system to full functionality post installation. **For Twin Moose/ Zebra/AL-59 Conductors**	16	66965.00	Job Work	1071440.00
2	Mobilization and De-mobilization of labor Gang along with all necessary equipment, tools, tackles, vehicle, machinery and any other required equipment from any location to the work site and back (TO and Fro) per instance, for the execution of the replacement of complete Bus including associated jumper work during a specified outage period as per the instruction of Engineer in-Charge. Key Responsibilities 1. Arrange and transport skilled and unskilled labor as per the requirement of the job 2. Ensure all tools, lifting tackle, safety equipment and machinery required for the job are available and in safe working condition. 3. Coordinate logistics to and from the site ensuring minimal downtime and efficient resource deployment. 4. Demobilize all personnel and equipment after job completion and handover the site in clean condition	4	68366.00	Job Work	273464.00
				Total (Rs.)	**1344904.00**
				GST @18% (Rs.)	**242082.72**
				Total Amount (Rs.)	**1586986.72**
	Rs. Fifteen Lacs Eighty-Six Thousands Nine Hundred Eighty-Six & Seventy-Two only				

Superintending Engineer
GETCO, CO, Mehsana

Seal and signature of contractor

Note:

1	All erection work is to be carried out strictly as per the manual of OEM (Original equipment manufacturer), FQP and instruction of E.I.C.
2	All equipment erection charges are inclusive of shifting dragging handling of the respective equipment up to S/S erection site from its S/S site store.
3	Contractor has to ensure safe shifting dragging erection of all equipment to comply with labour laws I.E. rules etc.
4	All erection charges are inclusive of fixing of clamp connectors, all necessary accessories to the respective equipment.
5	Marine cum storage, erection insurance is to be arranged by the contractor at his cost.
6	All the required tools and tackles like compression jointing machine for conductor, earth wire, cutting machine, welding set, drill machine etc. are to be arranged by the contractor at his cost.
7	Contractor should complete transportation within one job as per above schedule. No extra payment will be given in any case other than this job.
8	All the brought out items get to be approved from DE/EE invariably.
9	Contractor has to make arrangement for site engineer and skill labours for maintaining all activities and records as per FQP. also assisting to staff/Engineer in charge to take IR values, Earth pits values, name plate detail, oil samples etc. all activities relative to commissioning of project.
10	Contractor has to make arrangement for skill labours for assisting to commissioning engineer, PLCC staff/engineer, SMS/testing staff/Engineer as an when require as per instruction of Engineer in charge.
11	All items / materials shall be installed / erected in accordance with specified manuals /technical guide lines of the manufacturer and as per instruction of EIC.
12	GETCO will provide point of supply
13	GST will be reimbursed after submission of documentary evidence by the contractor for the amount which shall be lower of (1) the Amt. supported by the documentary proof of service tax paid; (2) service tax payable on the Amt. passed for payment as per terms and conditions of the order.

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 (E) _____
(Amount in words Rupees_____)

Signature of Contractor.
With stamp

Seal and signature of contractor