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

TRANSMISSION CIRCLE - JAMBUVA

TENDER NO. - JTC / 26 - 27 / n-172

NAME OF WORK - Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for **66KV Navagam Group S/S** under **Bodeli AM Division** under Jambuva Circle

(TO BE SUBMITTED ONLINE through N-Code)
*(**Web site** - https://tender.nprocure.com)*

Name of Bidder : _____

Seal & Signature of Bidder

TENDER NOTICE No – JTC/ 26-27 / n-172

Superintending Engineer, Transmission Circle GETCO Jambuva (Address of the office - Gujarat Energy Transmission Corporation Limited, Circle Office, 220kv Jambuva sub-station compound, N.H. No-8, PO:- Jambuva, Tal & Dist: Vadodara.-390 014) invites "On line Tenders" (e-tendering) for the purchase/ works of following items. Tender Papers & Specifications may be down loaded from Web site https://tender.nprocure.com/ (For view, down load and on line submission) and GUVNL/GETCO web site www.guvnl.com (For View & download only). All tender documents, scanned copies of original documents (Notarized / self-attested copies of original – as specified in tender document) along with scan copy of transaction slip of payment made through RTGS/NEFT only for Tender Fee & EMD shall be unloaded through on line only (which is mandatory) on (n) procure portal. **Bidders shall compulsorily pay tender fee and EMD through RTGS/NEFT only .No any physical documents, Demand Draft / Banker's cheque or Pay order for tender fee and EMD to be submitted by bidders.**

Sr. No.	Description	
1	Tender No.	JTC/26-27/ n-172
2	Purchase/Work of	Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for 66KV Navagam Group S/S under Bodeli AM Division under Jambuva Circle
3	Tender Fee (non- refundable)	Rs. 1,180.00 (Rs.1,000.00 + GST as applicable 180.00)
4	Estimated cost incl. of GST in Rs. Lakh	Rs. 13,74,786.00
5	Earnest Money Deposit amount in Rs.	Rs. 13,750.00
6	On line (E-tendering) Bid / offer submission last date up to 16.00 hours only (This is mandatory)	**16.11.2026**
7	Date of opening of Tender fee, EMD and online technical bid at 16.10 hours	**16.11.2026**
8	Tentative Date of on – line opening of Price bid,	Shall be intimated separately.
9	Prices	Firm basis
10	Validity of offer	180 days
11	Time limit	24 Months

IMPORTANT:

1. All tender documents, scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents along with scan copy of transaction slip of payment made through RTGS/NEFT for Tender Fee & EMD shall be uploaded through on line only (which is mandatory) on (n) procure Portal. **No any physical documents , Demand Draft / Banker's cheque or Pay order for tender fee and EMD will be accepted**
2. Bidder shall have to made payment for Tender fee and EMD though RTGS / NEFT only on or before due date and time of submission of tender. **Tender fee and EMD paid though Demand Draft / Banker's cheque or Pay order will not be accepted and no any further communication in the matter will be entertained.**
3. It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.
4. 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.
5. All the Appendices, forms, formats, declaration, undertaking, etc (To be submitted on bidder's letterhead), Tender acceptance letter (on bidder's letterhead), price bid, tender documents specified in the tender must be submitted through online on n-procure portal (mandatory) (All the documents shall be duly self-attested by the bidder). For any differences or wrong entry bidder shall be sole responsible for their documents.
6. Tender will be evaluated on the basis of Data / Details / Documents submitted by the bidders though online offer only.
7. The bidders are required to upload complete technical bid duly filled, sealed & signed by bidder (all the appendices (annexure)/forms etc). This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming/attached in bid/refer physical offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in Technical bid (In the absence of required details in uploaded tender documents, technical bid , the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation).
8. **Payment of Tender Fee and Earnest Money Deposit (EMD) :** The EMD and Tender fee plus GST as applicable shall be paid through RTGS/NEFT only .

Seal & Signature of Bidder

1) **Payment of Tender fee , EMD through RTGS/NEFT :** For the payment through RTGS/NEFT the scan copy of payment made (transaction slip of payment made) shall be uploaded online with the Tender documents on n-procure portal.

2) Bidder has to provide following detail on the same date of payment made so that receipt can be generated at below mentioned e-mail ids:
   1. decmcjmbco.getco@gebmail.com
   2. nvp.getco@gebmail.com
   3. aotr.jambuva@gebmail.com

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

3) GETCO Beneficiary Bank Details are as under:

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

9. **Tender fee and EMD paid though Demand Draft / Banker's cheque or Pay order will not be accepted.** Also, Tender fee and EMD received after due date and time as specified in the tender will not be accepted/opened irrespective of delay due to any reasons and the Corporation shall not assume any responsibility for late receipt of the same.
10. Tender without EMD and tender fee plus GST as applicable shall be rejected.
11. Bidders are requested to remain in touch with the n-procure portal for any amendment/corrigendum or extension of due date etc.
12. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

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

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

Yours faithfully,
Superintending Engineer (TR)
C.O., GETCO, Jambuva

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
BARODA

Date :

INTEGRITY PACT

OUR ENEAVOUR

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

GETCO COMMITMENT	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 it's 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 : Name :

Seal & Signature of Bidder

(A) INSTRUCTIONS TO THE BIDDERS

A. INTRODUCTION

1.0 General Particulars

1.1 The Gujarat Energy Transmission Corporation Ltd., Jambuva hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for 66KV Navagam Group S/S under Bodeli AM Division under Jambuva Circle as detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 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.

3.0 BID DOCUMENTS

Details of Documents

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. Special Conditions of Contract (SCC-Part I)
e. SPECIAL TERMS AND CONDITIONS
f. "Schedule-B" Bid Form and Price Schedules

4.0 Knowing the Bid Documents

4.1 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.

5.0 Clarifications on Bid Documents

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

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

6.0 Amendment of bidding document:

6.1 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).

6.2 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.

6.3 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.

6.4 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.

7.0 PREPARATION OF BIDS

7.1 Language of Bid:

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.

7.2 Bid Format

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

Seal & Signature of Bidder

8.0 Local Conditions:

8.1 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.

8.2 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.

9.0 Documents comprising the Bid:

9.1 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.

9.2 All tender documents, scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents along with scanned copy of original document for Tender Fee & EMD shall be uploaded through on line only (which is mandatory) on (n) procure Portal to establish that the Bidder meets the Qualification Requirements as detailed in ANNEXURE -I. No physical documents shall be submitted by the bidder

9.3 **Complete technical bid / Tender Documents / formats are to be filled in all respects. Same shall be sealed and signed by the Company Authorized Signatory wherever specified and scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents along with scanned copy of original document shall be uploaded through on line only (which is mandatory) on (n) procure Portal.**

9.4 Bidder shall have to made payment for Tender fee and EMD though RTGS / NEFT only on or before due date and time of submission of tender. Tender fee and EMD paid though Demand Draft / Banker's cheque or Pay order will not be accepted and no any further communication in the matter will be entertained.

9.5 It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible & should not be password protected.

9.6 **Bidder shall have to upload scanned copies of complete technical bid filled in all respect and sealed and signed by Company Authorized Signatory through on line only (which is mandatory) on (n) procure Portal**

10.0 Bid Price:

10.1 The Bidder shall indicate percentage above/below of total bid price indicated in the appropriate price Schedules, enclosed in bid proposal sheets .The % age above/below indicated shall be inclusive of all taxes and duties applicable inclusive of GST applicable on required inputs and services.

10.2 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.

11.0 Price Basis:

11.1 The Price shall be quoted on firm basis.

11.2 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.

12.0 Taxes and Duties:

12.1 Goods and Service Tax (GST):

(i) Contractor has to submit the GST Registration certificate.

(ii) Contractor should be registered under GST laws

(iii) Any change in Tax applicability on this service will also apply to this tender.

(iv) At present GETCO adopts RCM (i.e. reverse charge mechanism) for the vehicle hiring service. So GETCO is paying the GST @5% under RCM to the Government department. So, service provider has not to pay GST in any case except service provider is body corporate (i.e. any person other than a private company, public company, one personal company, small company, Limited Liability Partnership, foreign company etc.).If service provided by body corporate than GST will be paid by service provider.

(v) The Contractor has to submit invoice to GETCO indicating following.

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

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

12.2 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.

Seal & Signature of Bidder

12.3 GST, other taxes and other levies and duties including custom duty solely in respect of the transaction between the owner and the contractor under this contract, if any, shall be included in the bid price. These shall also be indicated separately wherever applicable as mentioned in the Tender.

12.4 Notwithstanding the tax liabilities as per the sub-clause 12.1 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

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

12.6 If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between 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.

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

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

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

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

13.0 Time Schedule:

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

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

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

13.4 The owner reserves the right to request for a change in the work schedule during pre- award discussions with successful bidder.

14.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance, in SPECIAL TERMS AND CONDITIONS of Contract. 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.

15.0 Bid Security/EMD:

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

a) **Payment of Earnest Money Deposit (EMD) can be accepted by RTGS/ NEFT.**

1. In case of payment through RTGS/NEFT the scan copy of payment made (transaction slip of payment made) shall be uploaded online with the Tender documents on n-procure portal.
2. Bidder has to provide following detail on the same date of payment made so that receipt can be generated at below mentioned e-mail ids:
   1. decmcjmbco.getco@gebmail.com
   2. nvp.getco@gebmail.com
   3. aotr.jambuva@gebmail.com

Sr. No.	Required Details
1	Name & Postal Address of the bidder
2	Contact Detail & e-mail id of the bidder
3	Tender No. with due date
4	Mode of Payment made

Seal & Signature of Bidder

5	Ref. ID with Bank Details(UTR number)
6	Amount Paid for Tender fee in Rs.
7	Amount Paid for EMD in Rs.

3. GETCO Beneficiary Bank Details are as under:

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

15.2 The offer should be valid for a minimum period of **180 days** from the date of opening of technical bid.

15.3 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.

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

15.5 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.

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

15.7 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)

15.8 **If successful bidder fails to furnish the Security deposit to execute the contract for the work offered to him, his EMD shall be forfeited.**

16.0 Format of Bid:

16.1 The Bidder shall prepare in Single Copy of the bid, clearly marking each "Technical Bid" as appropriate.

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

16.3 Complete technical bid / all Tender Documents / formats are to be filled in all respects. Same shall be sealed and signed by the Company Authorized Signatory wherever specified and scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents along with scanned copy of original document shall be uploaded through on line only (which is mandatory) on (n) procure Portal. No physical documents to be submitted by the bidder

16.4 The bid shall contain no interline ations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

16.5 **Complete Technical Bid, Tender documents as per QR ,Price Bid and transcation slip for payment made for tender fee & EMD through RTGS / NEFT ,shall be submitted 'online' only.**

17.0 Signature of Bids:

17.1 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.

17.2 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).

17.3 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.

17.4 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.

17.5 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

Seal & Signature of Bidder

will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

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

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

18.0 Sealing and marking of bids:

18.1 **Complete Technical Bid, Tender documents as per QR ,Price Bid and transaction slip for payment made for tender fee & EMD through RTGS / NEFT ,shall be submitted 'online' only.** Telegraphic/Telex/Fax/e-mail/physical bids shall not be entertained.

18.2 The Technical Bid and accompanying documents, RTGS/ NEFT transaction slip for payment made for tender fee and EMD shall be uploaded (scanned copies of original document) through on line only (which is mandatory) on (n) procure Portal by the bidder.

18.3 Address of the Owner is as under :

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

19.0 Deadline for submission of bids:

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

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

20.0 Late Bids

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

21.0 Modification and withdrawal of bids:

21.1 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.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 18.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.

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

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

22.0 Information required with the proposal:

22.1 The bids must clearly indicate the name of the manufacturer, the type and/or model of vehicle proposed to be provided.

22.2 The above information shall be provided by the Bidder in the form of separate sheets, photographs, catalogues, etc.

22.3 Any bid not containing sufficient descriptive material to describe accurately the vehicle proposed may be treated as incomplete and hence rejected.

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

22.5 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.

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

23.0 BID OPENING AND EVALUATION

Opening of bids by owner:

23.1 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

Seal & Signature of Bidder

purchased the bidding document. The Bidder's representatives who are present shall sign a register evidencing their attendance.

23.2 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.

23.3 Technical bid and Price bid will be open 'online' only through n-code.

24.0 Purpose of evaluation of bids:

24.1 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.

25.0 Policy for bids under consideration:

25.1 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.

26.0 Submission and Evaluation of Documents / Clarification:

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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.

27.0 Evaluation of Online Offer :

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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. 26 of the Tender Document and shall not result in any change or improvement in the substance of the original bid.

28.0 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. 26.

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.

29.0 Preliminary Examination:

29.1 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.

29.2 **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.

29.3 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.

29.4 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.

29.5 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.

30.0 Evaluation of Price Bids:

30.1 <u>Definitions and Meanings:</u>

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.

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

31.0 <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…+nn Fn, 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.

31.1 Comparison of Bids

The bids shall be compared on the basis of lumpsum 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.

32.0 AWARD OF CONTRACT

Award Criteria

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

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

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

34.0 Notification of award:

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

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

34.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause 8.0, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 15.0.

35.0 Signing of contract:

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

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

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35.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within 30 (Thirty) days of notification of Award.

36.0 Scope of the proposal

36.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility for **Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for 66KV Navagam Group S/S under Bodeli AM Division under Jambuva Circle** completely covering as per required specification.

For participation in tender, the ownership of vehicle is not necessary. Contractor can provide third party's vehicle. In such case, bidder shall have to execute the agreement binding that the whole responsibility about any risks shall pertain to him & not to third party. The format of same is enclosed h/w.The provided third party vehicle shall be same throughout the contract period. In special case, only one time change of vehicle shall be allowed, meeting all the terms of contract & on taking prior approval of competent authority.Failing to provide vehicle as per offer and required documents and proof, EMD / SD paid by the contractor shall be forfeited.

36.2 This tender is for hiring of petrol/diesel driven vehicle for subjected work. The GETCO is state transmission utility. The function of the organization is to supply quality and uninterrupted power. Maintain an efficient power transmission system. As a part of that, Contractor has to allow carrying tools, tackles, material, testing kit etc. in vehicle along with the staff as per E.I.C. and instruct driver to act accordingly.It will be the responsibility of the contractor to ensure tools, tackles, torch and First-Aid Kit to be made available in vehicle.

36.3 Head quarter of vehicle will be considered at **66KV Navagam S/s** and journey kilometers will be considered from Head-Quarters to Head-Quarters.

36.4 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 Annexure, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner.

36.5 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected**.**

36.6 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.

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

A. INTRODUCTION

1.0 DEFINITION OF TERMS

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

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

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

1.4 '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 'Works' shall mean and include taking delivery of line materials labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.

1.6 '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.

1.7 '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.

1.8 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.

1.9 '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.

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

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

1.12 '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.

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

1.14 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.

1.15 'Guarantee Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.

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

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

1.18 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 & SGSCT Act, 2017 and all related ancillary legislations.

1.19 Works contract means a contract for composit supply & covered under the definition of works contract as defined under section 2 (119) , of the CGST act , 2017 or SGST act ,2017 & similar provisions, applicable under the UTGST act, 2017 & the IGST act , 2017.

2.0 APPLICATION

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

3.0 STANDARDS

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

4.0 LANGUAGE AND MEASURES

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

5.0 CONTRACT DOCUMENTS

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

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

b) 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.

c) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.

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

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

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

6.3 The Contractor shall not communicate or 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.

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

7.0 CONSTRUCTION OF THE CONTRACT

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

For Hiring vehicle under Jambuva Circle

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

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

8.0 JURISDICTION OF CONTRACT

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

9.0 EXECUTION OF CONTRACT:

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

9.2 The Agreement, unless otherwise agreed to, shall be signed within 10 days of the acceptance of the Letter of Award, at the office the Owner at Jambuva on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

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

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

10.0 ENFORCEMENT OF TERMS

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

11.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

12.0 TIME – THE ESSENCE OF CONTRACT

12.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

13.0 EFFECTIVENESS OF CONTRACT

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

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 **including GST**, 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.

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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 ASSIGNMENT AND SUB-LE TTING OF CONTRACT:

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

20.0 CHANGE OF QUANTITY

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

20.2 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

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case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

21.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

22.0 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.

23.0 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.

C. CONTRACT SECURITY AND PAYMENTS

24.0 CONTRACT PERFORMANCE GUARANTEE

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

25.0 PAYMENT

25.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.

25.2 Currency of Payment

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

25.3 Terms.

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

26.0 Payment Schedule:

26.1 Application for Payment

26.2 The Contractor shall submit application for the payment in the prescribed proforma 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.

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26.5 Mode of Payment

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

26.6 All payments under the Contract shall be made as stipulated in the Special Conditions of Contract after signing the Contract Agreement.

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

27.0 DEDUCTIONS FROM CONTRACT PRICE

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

D. RISK DISTRIBUTION

28.0 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.

29.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

29.1 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.

29.2 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.

30.0 DEMURRAGE, WHARFAGE, ETC.

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

30.0 FORCE MAJEURE

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

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

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

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

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

31.0 SUSPENSION OF WORK

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31.1 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.

31.2 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.

32.0 "RIGHTS OF THE OWNER:

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

Lien in respect of Claims in other Contracts:

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

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

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 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 <u>If the sum that the contractor is entitled to be paid plus the costs incurred by the Owner in completing the works, exceeds the Contract Price or the entire works if entire works have been completed or the price for part of the work if part of the works have been completed, the Contractor shall be liable for such excess</u>.

<u>If such excess is greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner and if such excess is less than the sums due to the Contractor, Owner shall pay the balance to the Contractor. For facilitating such payment, Owner shall pay the balance to the contractor. For facilitating such payment, Owner shall encash the Bank Guarantees of Contactor available with Owner/s and retain such other payment due to the Contractor under the Contract in question or any other Contract that the Owner/s may have with the Contractor.</u> 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.

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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 GETCO reserves the right to terminate the contract at any time without assigning any reason by giving 30 days notice in writing. The contractor shall not be entitled to any compensation by reasons of such termination of contract.

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 42.3 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 42.1 & 42.2 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.

E. RESOLUTION OF DISPUTES

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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 Termination of Contract:

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

39.1 To recover, from the contractor as agreed, by way of penalty clause above plus applicable taxes (if any)or

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

40.0 To cancel the contract.

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

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

41.0 LABOUR LAWS:

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

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41.2 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.

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

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

ii) Payment of deposit in respect of each contract 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 Labour Laws.

vii) Payment of compensation in case of accidental injury.

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

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

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

41.4 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.

41.5 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.

41.6 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.

41.7 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.

41.8 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 pungency of the contract.

41.9 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.

41.10 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

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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.

41.11 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.

41.12 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.

42.0 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.

Date: **Superintending Engineer**
(Signature of Contractor) **GETCO, C.O., Jambuva**
Address:

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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) The intent of provisions herein are specific to this contract and are, in general, supplementary to related provisions under ITB, GCC. However, in certain provisions which are contrary to those in ITB, GCC , the provisions in these Special Conditions of Contract will prevail.

2.0 **Tender Fee and Earnest Money Deposit (EMD) :** Bidders shall compulsorily pay tender fee and EMD through RTGS/NEFT only

1) *In case of payment through RTGS/NEFT the scan copy of payment made (transaction slip of payment made) shall be uploaded online with the Tender documents on n-procure portal.*
2) Bidder has to provide following detail on the same date of payment made so that receipt can be generated at below mentioned e-mail ids:
   1. decmcjmbco.getco@gebmail.com
   2. nvp.getco@gebmail.com
   3. aotr.jambuva@gebmail.com

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

3) GETCO Beneficiary Bank Details are as under:

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

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

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

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

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

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

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

2.7 Tenders no accompanied by EMD shall be rejected.

2.8 If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.

2.9 The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his

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EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.

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

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

5.0 Qualifying Requirement: As mentioned in **Annexure –I. Bidder shall have to upload scanned copies of original (Notarized/ self-attested copies of original-as specified in QR) online through n-procure.**

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.

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.

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.

Also, refer clause no. 25,26 & 27 of INSTRUCTIONS TO THE BIDDERS

6.0 Price Inclusions (including Taxes & Duties):

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

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

6.3 Statutory Variations:
Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the GETCO's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the GETCO.

6.4 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.

7.0 SECURITY DEPOSIT

7.1 The successful bidder has to pay 100 % security deposit (5% of the Contract) upon placement of LOI within 10 days.

7.2 The successful bidder will be required to pay an amount equivalent to 5 % of the value of the order as a Security Deposit for satisfactory execution of the contract. Such Security Deposit will be payable either in BG/DD payable at Vadodara. Bank guarantees from following Banks will be acceptable.

(A) Guarantees issued by the following Banks will be accepted as SD on permanent basis.
1. All Nationalized Banks.

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

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

7.3 No interest will be allowed on amount of Security deposit.

7.4 The Security Deposit - total shall be kept deposited up to completion of work finalization of final bill. The same shall be released on receipt of N.O.C. from the concerned EE(const./ TR).

7.5 This security deposit is for the performance of contract and the same is liable to be forfeited by the GETCO in event of non-fulfillment of the terms and conditions of this contract by the contractor.

7.6 Corporate Guarantees are not admissible.

7.7 The 'Signing of Contract 'and 'Contract Agreements' will be done as per prevalent GETCO Terms and Conditions.

7.8 A/T shall be issued on receipt of Bank Guarantees, contract agreement & Safety cum Indemnity Bond within 30 days of issue of LOA.

8.0 **PENALTY FOR DELAY:**

8.1 If contractor fails to provide the vehicle on any day as per contract, penalty of **Rs. 2000/-** per day plus applicable taxes (if any) per vehicle will be recovered from the current RA bill and also vehicle will be hired from other agency and if required by paying higher rate , in that case , difference of rates will be recovered from the contractor.
If the contractor fails to provide a vehicle, the deduction from his R.A. bill should be made on prorate considering the monthly rate payable within 26 days per month.

Further, If the contractor fails to execute the order successfully, the order will be got completed through other agency and if required to pay higher rates in that case , difference will be recovered from the contractor.

Seal & Signature of Bidder

8.2 In event of failure of the Contractor to pay the amount of Penalty as demanded, the Owner shall be entitled to deduct the amount of Penalty for delay from the amounts payable to the Contractors under any bills raised under this contract or any other contract with the GUVNL and its Subsidiary Companies i.e. GETCO, GUVNL, GSECL, 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.

8.3 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO.

9.0 COMPLETION PERIOD

9.1 Overall Completion period for this Contract will be **24 Months (02 years)** from the date of Commencement of Work.

9.2 The completion date will be deemed to be the date on which all works on the Contract are completed to the satisfaction of the /Engineer and is complete in all respects as per the terms and conditions of this Contract.

10.0 Presentation of Bills

10.1 The bills for travelling of the vehicle shall be paid on monthly basis. No advance for hiring of vehicle shall be paid. The bill in triplicate should be forwarded to concerned engineer and payment will be made by RTGS within 30 days on submission of invoice only. Income-Tax (if any) will be deducted at source from Monthly bill. Payment will be made by Bodeli AM Division.

Providing FASTTAG Facility:

1) Contractor has to submit the statement with monthly RA bill for reimburse the FAST TAG expenditure
2) Keep the minimum balance in Fast Tag Account as per rules & recharge regularly to avoid penalty or stuck up in queue.
3) If due to not maintaining minimum balance or any other reason if the penalty is collected by toll booth, then only basic amount of toll fee shall be reimbursed. Penalty/ higher rate amount is the responsibility of contractor

11.0 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 work in scope of work order.

PAYMENT TERMS UNDER MSME ACT:

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

(2) The payment will be made within 45 days from the *date of acceptance or the **date of as deemed acceptance of goods or services i.s After submission of all required documents as per at terms & time to time circular issued by GETCO's corporate office as well as statutory requirement to process the bill.

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

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

SPECIAL TERMS AND CONDITIONS:

The terms and condition of this section will be read in conjunction with general terms and condition of tender. However, wherever, ambiguity observed, terms and condition mentioned under Special Terms and Condition will supersede the General Terms and Condition of tender.

Tenders are invited for Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for 66KV Navagam Group S/S under Bodeli AM Division under Jambuva Circle.

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1. However latest Model with competitive rates may be preferred. The vehicle to be offered for hiring shall be in up-to-date condition including its tubes, tyres, battery and engine as well as conditions of outside body. The SUV vehicle to be offered shall not have been registered **before 03 years** as on the date of tender opening. However, in case of a very poor response or to break off the likely cartel, a relaxation can be granted for One year with the permission of Circle head. However, the officers placing an order should ensure that condition of such vehicle is tiptop.

Also seats inside the vehicle shall be suitably comfortable for seating. The bidder who offering vehicle registered of **03 (Three) years** shall have to submit certificate on letter head mentioning that offered vehicle is not at present provided to any prevailing work order of GETCO office and any other Government/ Semi government office , or any other firm as on the date of tender opening.

For participation in tender, the ownership of vehicle is not necessary. Contractor can provide third party's vehicle. In such case , bidder shall have to execute the agreement binding that the whole responsibility about any risks shall pertain to him & not to third party(enclosed h/w). The provided third party vehicle shall be same throughout the contract period. In special case, only one time change of vehicle shall be allowed, meeting all the terms of contract & on taking prior approval of competent authority.

Sr. No.	Hiring of vehicle for	Headquarter	Vehicle Hired for	Vehicle specification
1	66KV Navagam group S/s	66KV Navagam S/s	12 Hrs / day , 3000KM / Month	Non A/C ,9(8+1) seater & Nine plus seater , SUV / MUV close body vehicle

2 The journey covers the area within Gujarat State and as per the instructions of Officer-in- charge.

3 The rates quoted shall be on annual rate contract basis. Thus, rates quoted shall remain valid for complete period of Twenty-four months from the date of placement of order. The period of the contract shall be of two years. The period can be further extended by one year on mutual agreement as per same rates, terms & condition for maximum two times. i.e. Total extension can be given for two years in two segments of one year each, if required. However, in case of poor service provided by the contractor, circle head shall be empowered to terminate the contract after one year of commencement of contract. OR The GETCO reserves the right to terminate the contract at any time without assigning any reason by giving 30 days' notice in writing. The contractor shall not be entitled to any compensation by reasons of such termination of contract. **One weekly off will be given as per rules & SOR of GETCO.**

4 The contractor will have to fulfill the condition of contract of Labour Regulation Abolition Act-1970 and furnish the records, failing which payment will not be made.

5 The vehicle is to be hired for a maximum 3000Km.However, for utilization of excess KM will be paid as per rate of "Schedule B" of price bid.

6 The vehicle should be kept up to date. They should be cleaned and serviced at regular intervals of a week/Monthly as the case may be.

7 If contractor fails to provide the vehicle on any day as per contract, penalty of **Rs. 2000/- per day** plus applicable taxes(if any) per vehicle will be recovered from the current RA bill and also vehicle will be hired from other agency and if required by paying higher rate , in that case , difference of rates will be recovered from the contractor.

8 If the contractor fails to provide a vehicle, the deduction from his R.A. bill should be made on prorate considering the monthly rate payable within 26 days per month.

9 Further, If the contractor fails to execute the order successfully, the order will be got completed through other agency and if required to pay higher rates in that case , difference will be recovered from the contractor.

10 The bills for travelling of the vehicle shall be paid on monthly basis. No advance for hiring of vehicle shall be paid. The bill in triplicate should be forwarded to concerned engineer and payment will be made by A/c payee Cheque or RTGS within 30 days on submission of invoice. Income-Tax (if any) will be deducted at source from Monthly bill. Payment will be made by concern division office.

11 Challans for opening and closing kilometers traveled should be got certified and duly signed by the officers traveling in the vehicle on completion of journey. The contractor has to submit Daily Journey Slip to the officer-in-charge who in turn, will submit the Log Book copy along with the contractor's bill to concern EIC. In absence of said requirement the bill will not be paid.

12 The toll taxes to be paid during official traveling of vehicle shall be borne by GETCO, OR shall be reimbursed to the contractor on production of receipt duly signed by GETCO authority who have traveled or directed a travel. All road tolls/bridge tolls shall be reimbursed on production of proof of payment along with monthly bills.

Seal & Signature of Bidder

Providing FASTTAG Facility:

1) **Contractor has to submit the statement with monthly RA bill for reimburse the FAST TAG expenditure**
2) **Keep the minimum balance in Fast Tag Account as per rules & recharge regularly to avoid penalty or stuck up in queue.**
3) **If due to not maintaining minimum balance or any other reason if the penalty is collected by toll booth, then only basic amount of toll fee shall be reimbursed. Penalty/ higher rate amount is the responsibility of contractor**

13 It is the whole and sole responsibility of vehicle owner during accident to pay compensation or damages to the persons, involved as per prevailing laws.

14 If services of the contractor are found unsatisfactory, GETCO shall exercise its discretionary power to cancel the order in accordance with the clause no. 9 above.

15 If you fail to execute the order successfully, the order will be got completed through other agency and if required to pay higher rates, in that cases, difference of rates will be recovered from the contractor.

16 In case of any dispute or any discrepancy regarding the order, the decision of the Supt. Engineer (TR), Transmission Circle Office, Jambuva will be final and binding to the contractor.

17 During the journey all the RTO rules and regulations should be followed scrupulously and contractor will be responsible for any lapse.

18 The quantities shown in the Schedule 'B' of price bid and journey Kilometers will be considered from Head-Quarter to Head-Quarter.

19 The Successful Contractor shall have to start hiring service from the date of commencement issued by respective division head / In-charge and the contract will remain valid for twenty-four months.

20 Formula for considering price variation: No price variation will be payable on cost of oil,tyres,tube etc. Only changes in price of petrol/diesel will be adjustable. Contractor must quote prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer.

Diesel Difference – for every 10 (Ten) paise increase in prices of petrol/diesel , price of one paise per Km shall be payable and for every 10 (Ten) paise decrease in prices of petrol/ diesel , price of one paise per Km shall be deductible. This will be applicable to the actual Kilometer traveled during the month.

21 The 'Earnest Money Deposit' paid herewith should be absolutely forfeited by the GETCO if the full amount of specified security deposit is not paid in specified time by the successful bidder.

22 The Supt. Engr (TR) Circle Office. Jambuva, reserves the right to reject any or all the tenders without assigning any reasons thereof.

23 Vehicle supplied should be comprehensively insured. Attested copy of insurance policy should be submitted to this office before placement of order. Insurance for driver should also be arranged by the contractor and attested copy of the same should be submitted to this office.

24 **Bidder shall not offer same vehicle which is already hired at any Substation/ Subdivision/ Division/ Circle vide GETCO's work order or at any other firm at the time of tender.**

25 The successful bidder will have to provide full details such as Phone No./Mobile Phone No/ Full address/ Name of responsible person etc, for contacting him at any time. Any offer not fulfilling this requirement will be out rightly rejected.

26 Vehicle shall have to be sent along with well experienced driver with a valid license according to vehicle, with necessary tools and tackles to meet the normal breakdown while on road. No tools, tackles and manpower during the pendency of order will be provided by GETCO.

27 The driver shall be provided with enough money to cover the cost of petrol/ diesel, repairs and incidental expenditure while in journey. Driver should provide with mobile phone facility for communication. Driver should keep all documents relating to vehicle such as RC book copy, insurance, road permit, PUC certificate, valid license etc. or any other important documents in original copy with vehicle

28 The driver of the vehicle shall be well dressed as per R.T.O. rules and having good behavior and having respect with officers and staff of the GETCO.

29 Contractor should appoint a driver with valid license according to vehicle. Driver must not be addicted at any habits. Changing of driver shall be intimated by contractor to concern user of vehicle in prior. The Driver shall be well experienced with a valid License having minimum experience of 5 years. Photograph and driving license of the driver should be submitted to the order placing authority for record.

30 The driver should be fully instructed for the good behavior and to drive the vehicle only in accordance to the clear directives of Officer-in-charge. In case, if driving is found rough, contractor shall have to change the driver with genuine one.

31 The contractor shall immunize company's personnel against any claim arising out of accidents or misbehavior of the drivers. The vehicle shall be kept properly insured all the time to cover the comprehensive party risk and simultaneously immunized company on account of likely claims from public, police deptt. etc.

32 Driver shall be preferably below the age of 40 years and never above 55 years. The lodging and boarding of driver shall be born by contractor.

Seal & Signature of Bidder

33 Rates for excess Km travelled by hired vehicle, beyond 3000Kms: Rates for excess Km travelled by hired vehicle, beyond 3000Km's per month is admissible occasionally, with written permission of Circle head.

34 Any excess travel of vehicle beyond 3000Km's by the officer in-charge of the vehicle shall be under the written/verbal approval of Circle head and the same shall be regularized by an office note giving clear reasons for travelling beyond stipulated Km's.

35 During the period of maintenance, breakdown of the vehicle, when the vehicle may not be sent, the contractor will have to send another vehicle of same or higher class and model year. In case of failure to meet this condition, another vehicle shall be hired by the GETCO from the market at the prevailing market rates and difference of amount paid, if any, shall be recovered from the contractor's bill.

36 The contractor shall follow all rules and regulations pertaining to the vehicle and its running/working such as RTO, traffic, etc. scrupulously. Any consequences arising due to non-observance of any such rules shall be borne by the contractor.

37 The vehicle to be deployed shall be inspected by authorized representative of GETCO at any time during period of contract & if any defect is noticed, it should be rectified by the contractor. GETCO shall have right to reject vehicle if condition of vehicle is not satisfactory. In case of breakdown of vehicle or in case of a vehicle not acceptable to GETCO the contractor will immediately replace the same by good one within shortest time (say within 1 hour only). Failure to replace the vehicle will entitle GETCO to impose penalty equivalent to the average daily hiring charges for that period or actual expenditure done whichever is higher for the period, for which vehicle is under breakdown and not been accepted by GETCO.

38 In case of accident to the vehicle, the driver or occupants of the vehicle at the time of the accident, the whole and sole responsibility of vehicle owner/ the contractor during accident to pay compensation or damages to the persons, involved as per law or Act and the GETCO will not be responsible for any claim on this account.

39 Conditional tender will not be accepted and straight away be rejected.

40 The contractor is bound to furnish his rate justification in the form of rate analysis, if asked.

41 For participation in tender, the ownership of vehicle is not necessary. Contractor can provide third party's vehicle. In such case , bidder shall have to execute the agreement binding that the whole responsibility about any risks shall pertain to him & not to third party(enclosed h/w). The provided third party vehicle shall be same throughout the contract period. In special case, only one time change of vehicle shall be allowed, meeting all the terms of contract & on taking prior approval of competent authority.

42 Failing to provide vehicle as per offer and required documents and proof EMD / SD paid by the contractor shall be forfeited.

43 If the vehicle is released or used at or after 01.00AM (Midnight) , it will be considered as night halt and paid accordingly and overtime charges will not be payable.

44 The Contractor shall make his own arrangement for the boarding and lodging of his driver , agents and servants.

45 Vehicle must be provided as per documents submitted with the tender. No deviation will be allowed.

46 It will be the responsibility of the contractor to ensure tools, tackles, torch and First-Aid Kit, mobile charging facility to be made available in every vehicle.

47 Bidder must quote petrol/ diesel prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer with documentary proof.

48 The vehicle should be up to date, with good clean covers and shall be washed at regular intervals on weekly basis.

49 On the receipt of the LOI, for registered vehicle firm shall be required to submit all the original documents of vehicle viz. R.C Book, Vehicle Insurance Certificate, Road permit, Vehicle fitness certificate for verification at Jambuva Circle office along with photocopy of the all vehicle documents.On verification of the documents and submission of SD , detailed Work order shall be awarded.

50 **On receipt of the work contract, successful bidder shall have to submit driving license, Medical fitness certificate (physical fitness), Eye test (Colour vision) of driver engaged for subjected work and all vehicle documents to respective S/S In charge and Division office.**

51 In case of firm is providing new vehicle for hiring vehicle, firm shall have to submit all the original documents of vehicle as stated above for verification at Jambuva Circle office along with photocopy of the all vehicle documents, on registration of vehicle. Rs. 5000/- deposited against new vehicle will be refunded only after verification of the original documents. On receipt of SD , detailed work order shall be issued.

52 The GETCO is state transmission utility. The function of the organization is to supply quality and uninterrupted power. Maintain an efficient power transmission system. As a part of that, Contractor has to allow carrying tools, tackles, testing kit etc. in vehicle along with the staff as per E.I.C. and instruct driver to act accordingly.

53 There shall be mobile charging provision in vehicle.

Seal & Signature of Bidder

54 The vehicles intended to be placed for hiring must have the following documents completed in all respects and produced to Engineer In charge for verifying:

- Copy of Vehicle Insurance certificate covering period up-to-date.
- Copy of Vehicle Registration certificate book with tax paid up-to-date .
- Copy of Fitness Certificate
- Copy of Road (Contract carriage) permits
- Any other documents relevant relating to hiring of vehicle.
- Registration as "MAXI / TAXI / GOODS VEHICLE " as applicable
- Copy of Road Tax
- Copy of Pan card
- Copy of power of attorney as the case may be.
- Copy of partnership deed if any.
- P.F. Registration (for engaging of driver) or self-declaration undertaking on stamp paper of Rs.50/- in case of self driving with Notarize certificate (Form attached)
- GST registration
- In case of providing third party's vehicle bidder shall have to execute the agreement

55 The contractor shall make his own arrangements for the Boarding and lodging of his drivers, agents and servants at anywhere in the state of Gujarat.

56 The vehicles when in service shall have to be parked at the GETCO's premises or as near as the work site.

57 The contractor shall ensure that representative on his behalf is deputed by him to keep in touch with the Engineer with regard to detailing of vehicles, providing arrangements for substitutes in case of any vehicles going off road looking after to general need of vehicle.

58 The contractor shall also make his own arrangements for refueling, repairs and maintenance of his vehicle and provide other vehicle during maintenance or repair period with all above-mentioned conditions.

59 The contractor must follow all the rules, regulations and implementation of the labour laws relating to engagements of persons by him.

60 The vehicle once inspected and approved by the Engineer for hire shall not be changed or substituted by the contractor except on orders from the Engineer –in-charge or on becoming defective/off road due to accident, breakdown, etc. In such an event, the contractor shall give immediate intimation to the Engineer. Where a change of vehicle is likely to last for more than one week prior approval of this office shall have to be taken.

61 The speedometers of the vehicles must be maintained with full accuracy and in working condition/order at all times. Any defect noticed therein must be rectified at the earliest in a period not exceeding two days. Till such time, the meter starts working; the KMs. of journeys for various places shall be decided by the users/Engineers based on the road maps or the basis of previous journey.

62 The security deposit shall be refunded to successful bidder only after satisfactory completion of the contract or on its termination by the GETCO due to its own reasons. The GETCO reserves the right to recover any dues, outstanding against the contractors, from the Security Deposit or towards any loss caused to the GETCO owing to negligence or default of the contractor, his servants or agents. The refund shall be done only on production of No Objection Certificates of concerned Officers.

63 The rates quoted by the bidder in the schedule of rates must include all charges of every type such as fuel, taxes, and levies maintenance / repairs, driver or contractor's servant/agent wages, service etc.

64 The contractor shall provide standby vehicle(s) to ensure prompt substitute arrangements should any hired vehicle go off road or breaks on the way.

65 In case any vehicle remains absent or fails to report for duty or a vehicle if provided, as a substitute is not in an acceptable condition, the GETCO shall recover penalty at the rate specified in relevant clause. And in case of an un-acceptance of substituted vehicle, any journey covered by it may also be disallowed apart from recovering penalty as if the vehicle is 'absent'.

66 If the contractor fails to execute the order successfully, the order will be got completed through other agency and if required to pay higher rates, in that cases, difference of rates will be recovered from the contractor.

67 In technical bid, if tenderer will produce quotation of new vehicle then tenderer has to pay Rs.5000/- by RTGS in favor of GETCO payable at Jambuva as a Deposit with giving consent that he will produce required documents for new vehicle. If he will not able to produce new vehicle's document, deposit of Rs.5000/- paid as above will be forfeited and if he will produce the documents then deposit Rs.5000/- will be refunded.

68 **Hired vehicle shall be fitted with airbag for the person occupying the front seat, other than the driver.**

Seal & Signature of Bidder

SAFETY CLAUSE

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

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 →1 Lac	Rs.5000/- plus applicable taxes (if any)
2	Above1 Lac to →10 Lacs	Rs.40000/- plus applicable taxes (if any)
3	10 to → 100 Lacs	Rs.100,000/- plus applicable taxes (if any)
4	> 100 Lacs	1.0 % plus applicable taxes (if any)

2. **Reporting**:-

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

3. **Safety Requirement**:

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

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

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

      II. Safety procedure adopted.
         (a) Permit to work
         (b) Earthing at the place of work.
         (c) Adequate supervision.

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

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

   iv) During subsequent visit, if violation is found, then double penalty plus applicable taxes (if any) shall be deducted from the bill of the Contractor/Agency.

Seal & Signature of Bidder

ANNEXURE - I
(QUALIFICATION REQUIREMENTS)

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

SR. NO.	Documents	Bidder shall have to fill up below mentioned detail and upload all documents as mentioned in QR
	Non A.C.,09 seater (8+1) seater & Nine plus seater, SUV / MUV close body vehicle	
A	**Detail of offered registered vehicle** **Note : -** Vehicle to be offered shall not have been registered before **03 years** as on the date of tender opening	
1	Vehicle Registration No. / Date of registration	
2	Vehicle Make & Model name	
3	Vehicle Class	
4	Type of vehicle	
5	Seating Capacity	
6	Vehicle owner's name	
7	Submit Copy of Certificate of registration (R.C Book)	
8	Submit Copy of the insurance policy	
9	Submit Copy of Fitness certificate	
10	Submit Copy of Road permit / Contract carriage permit	
11	Submit Copy of Road Tax	
12	The contractor bidding for the work may have vehicle registered on either proprietor name / firm's name/ third party's vehicle (In case of providing third party's vehicle bidder shall have to submit /upload UNDERTAKING CUM INDEMNITY BOND (Non Judicial Stamp Paper of Rs. 300/-) as per enclosed Format [Note : Successful bidder shall have to submit Original copy of the same with payment of SD]	
13	Bidder who offering registered vehicle shall have to submit Certificate on firms' letter head regarding offered vehicle is not provided at any location of GETCO or any other firm against any work order on the date of opening of tender and thereafter, as per enclosed Format	
	OR	
B	**Detail of offered New vehicle – As per Tender specification**	
1	Bidder shall have to submit Quotation for New vehicle to be offered as per vehicle specification	
2	Bidder shall have to RTGS / NEFT for Rs.5000/- on account of deposit for New vehicle in favor of GETCO payable at Vadodara **Note :** Successful bidder shall have to submit vehicle documents on registration of vehicle. Rs. 5,000/- deposited against New vehicle will be refunded only after verification of original vehicle documents. If he fails to produce document for new vehicle, deposit of Rs.5,000/- paid as above will be forfeited.	
3	Vehicle Make & Model name of offered vehicle	
4	Seating Capacity of offered new vehicle	

Seal & Signature of Bidder

C	Additional Documents
1	Bidder shall have to make Payment of Tender fee and EMD through RTGS/ NEFT only
2	Bidder shall have to submit Govt. Approved petrol /diesel price Bill / list (Bidder must quote prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer)
3	Submit GST registration certificate. (Certificate of Provisional GST registration shall not be accepted).
4	Submit Copy of PAN card
5	Submit P.F. Registration (for engaging of driver) or self-declaration undertaking on stamp paper of Rs.50/- in case of self-driving with Notarize certificate as per enclosed format. Note: If bidder is submitting self-declaration undertaking on stamp paper of Rs.50/-, then same shall be uploaded with all detail asked. Successful bidder shall have to submit Original copy of the same with payment of SD
6	Submit document for Proprietorship / Partners/Directors of the Firm/Company. Partnership deed, MOA, BR, if applicable.

Note:- Complete Technical bid ,all tender documents (Scan copy of notarized/self-attested as per tender specification) to be submitted on line only (which is mandatory) on (n) procure Portal.No physical documents to be submitted by the bidder,Aslo , refer clause no. 25,26,27 of Instruction to bidders

1. The owner 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. Aslo , refer clause no. 25,26,27 of Instruction to bidders
2. The contractor bidding for the work may have vehicle registered on either proprietor name / firm's name/ third party's vehicle (In case of providing third party's vehicle bidder shall have to submit /upload UNDERTAKING CUM INDEMNITY BOND (Non Judicial Stamp Paper of Rs. 300/-) as per enclosed Format. Successful bidder shall have to submit Original copy of the same with payment of SD .
3. In case of bidder offering new vehicle, Bidder shall have to submit Deposit for Rs.5000/ per vehicle- by RTGS on account of new vehicle to qualify in tender
4. Bidder shall have to offer Registered / New vehicle as per Tender's specification.
5. Bidder should not offer vehicle which is already providing services at any other location of GETCO or DISCOM or any other private / Govt. institution having due date of completion for providing service on or after date of opening of Tender (i.e. the due date of completion of on hand work order of offered vehicle shall be completed before date of opening of tender).

   For that bidder should have to give undertaking stating that offered vehicle is not engaged in any work contract awarded to them by GETCO or DISCOM or any other private / Govt. institution on the date of opening of tender as per attached PERFORMA. If any discrepancy observed in this regards i.e. running vehicle is offered by bidder same will be rejected & no any correspondence will be entertained.
6. Bidder should not offer the same vehicle in two or more tender published by this office at the same time. Also, the vehicle which is offered in any tender shall not be offered in another tender till opening of price bid of subjected Tender in which vehicle is already offered. However, in that case GETCO reserves right to consider the same in any one of the tender for further evaluation and for other tenders bidder will be considered as dis-qualified & no any correspondence in this regards will be made.
7. It will be the responsibility of the contractor to ensure tools, tackles, torch and First-Aid Kit , mobile charging facility to be made available in vehicle.
8. **On receipt of the work contract, successful bidder shall have to submit driving license, Medical fitness certificate (physical fitness), Eye test (Colour vision) of driver engaged for subjected work and all vehicle documents to respective S/S In charge and Division office.**
9. **Successful bidder has to submit all vehicle documents to Jambuva Circle Office also.**
10. **Hired vehicle shall be fitted with airbag for the person occupying the front seat, other than the driver.**
11. **Vehicle shall be equipped with fire extinguisher, mobile charging facility**

Seal & Signature of Bidder

<u>પ્રોવીડન્ડ ફંડ માટેનું સોગંધનામું</u>

(રૂ .50/- ના સ્ટેમ્પ પેપર ઉપર)

આથી હું નીચે સહી કરનાર _____
_____ઉ.વ. _____ રહેઠાણ _____
_____ વાહન ભાડે આપવાના કામ માં રસ ધરાવું છું. મારા કામનો પ્રકાર જેટકોની વિભિન્ન ક્ચેરીમાં માલિક કોન્ટ્રાકટર તરીકે વાહન ભાડે મૂકવાનો છે.

આથી હું સોગંધનામું ઉપર જણાવું છું કે ,ઉપરોક્ત કામ માટે મને જો વર્ક ઓર્ડર મળશે તો તેવા સંજોગોમાં રાખવામાં આવેલ ડ્રાઇવર ના પ્રોવિડંડ ફંડનો કોડ નંબર લઈને ભરવા પાત્ર રકમ ભરી આપીશ જેની લેખિત ખાતરી આપું છું. ઉપરોકત કામ બાબતે ભવિષ્યમાં પ્રોવિડંડ ફંડને લગતી સઘળી જવાબદારી માલિક કોન્ટ્રાકટર તરીકે મારી રહેશે.

સ્થળ: સહી :

તારીખ: નામ અને સરનામું :

ઓળખ આપનારની સહી :

નામ અને સરનામું:

Seal & Signature of Bidder

બાંહેધરીપત્રક
(કંપની ના લેટર હેડ પર)

આથી, હું, નીચે સહી કરનાર _____

ઉ.વ. _____, કંપની નું નામ _____એ ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લીમીટેડ ની જાંબુવા વર્તુળ કચેરી દ્વારા બહાર પાડવામાં આવેલ વાહન ભાડે રાખવાના કામ માટે નું ટેન્ડર નં _____ ભરેલ છે. ટેન્ડરમાં ઓફર કરેલ વાહન નં _____ ટેન્ડર ઓપનીંગ તારીખ _____ ના રોજ અથવા ત્યારબાદ ના સમયગાળા દરમિયાન GETCO તથા GUVNL ની કોઇપણ સંલગ્ન કંપની તેમજ અન્ય બીજી કોઈ સરકારી / બિન-સરકારી સંસ્થા / કંપની ના વર્ક ઓર્ડર અંતર્ગત ભાડા પેટે કાર્યરત નથી , જેની હું / અમે બાંહેધરી આપું/ આપીયે છું / છીએ.

વિશેષ માં અમે ટેન્ડર ની શરતો વાંચેલ છે અને સદર શરત અંતર્ગત અમારા ટેન્ડર નું પ્રાઈઝ બીડ ઓપન ના થાય તો અમોને કોઈ વાંધો નથી અને તે બાબત એ અમે કોઈ ફરિયાદ / રજૂઆત નહિ કરીએ તેવી હું / અમે બાંહેધરી આપું/ આપીયે છું / છીએ.

સ્થળ : _____ બિડર ની સહી તથા સિક્કો : _____

તારીખ: _____ નામ અને સરનામું : _____

Seal & Signature of Bidder

UNDERTAKING CUM INDEMNITY BOARD

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

Know all men by these present that we, M/s _____ (name of company) having principal place of business at address _____ (hereinafter called "the contractor" which expression shall where the context so admits, include their heirs, executors, administrators and legal representatives, successors etc.) through our authorized representative Shri / Mrs. _____ hereby entered into a contract with Gujarat Energy Transmission Corporation Ltd., (hereinafter called "GETCO", which expression shall where the context so admits, include their executors, administrators, legal representatives, successors etc.) vide A/T No. _____ dated _____, with respect to hiring of vehicle _____for GETCO, at _____ on annual rate contract basis, whose details are specified in the said A/T.

The contractor through this Undertaking cum Indemnity Bond indemnifies GETCO against any responsibility toward loss / accidents, damages, to the contractor's staff / equipment or any other person / vehicle, due to non-observance of safety measure or non-compliance of any other statutory or non-statutory liabilities. The contractor undertakes that in case he / she sub-lets the contract to any third party or provide the vehicle to GETCO wherein he is not the owner of that vehicle/s, then also, the contractor shall be responsible to comply all statutory / non-statutory liabilities, safety measures & other liabilities of such third party owners of vehicle. The contractor on behalf of himself and also on behalf of third party ownership of vehicle, indemnifies GETCO that in case of any financial or non-financial implications onto GETCO, then Contractor shall make good for it and will bear all the implications, burdens (financial / non-financial liabilities) to its effect, throughout the contract period.

THIS BOND IS MADE AND EXECUTED ON THIS _____ DAY OF _____ AT _____ in presence of witness.

(Signature of Contractor / POA HOLDER)

Witnesses:

1. _____

2. _____

Seal & Signature of Bidder

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BYTHE SEPRESENTS that we,_____By this SAFETY CUM INDEMNITY BOND Executed on this _____ Day _____of 2026 .We Having Registered Office_____ (here in after called "THE CONTRACTOR" which expression shall mean and includes my/our heirs, executors, administrators and legal representatives, successors and permitted assigns)do hereby binds myself/ ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO),Vadodara State Transmission Utility under The ElectricityAct,2003 having its registered office at Sardar Patel Vidyut Bhavan, Racecourse, Vadodara.(here in after called as GETCO, which expression shall mean and include its legal representative, administrators as signs)has agreed under the terms and conditions of the contract no._____ Dated _____made between _____and_____ for the contract of the value of Rs _____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.
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

Seal & Signature of Bidder

discontinuance was due to default of the CONTRACTOR .

d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.

e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR.

f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

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

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

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

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

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

Seal & Signature of Bidder

PROFORMA FOR CONTRACT AGREEMENT

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

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

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

AND WHEREAS THE GETCO has accepted the tender of contractors for the construction of the said works

for the sum of Rs. _____Rupees(_____ _____)

upon the terms and subject to the conditions herein mentioned.

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

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

SCHEDULE

List of documents forming part of the contract:

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

3 GETCO order No._____ Dtd. _____ / _____/ 2026

4 Contractor's acceptance of order vide letter no. _____.

5 Contractor's Partnership Deed dtd. _____.

6 Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

Seal & Signature of Bidder

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

1) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

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

_____

Address: _____

_____

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

i) _____ (Signature)

_____

_____

ii) _____ (Signature)

_____

_____

1) Signed, sealed and delivered by

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

In the presence of name, Full address and Signature:

(1)_____

_____

(2) _____

_____

Seal & Signature of Bidder

ANNEXURE-II

DETAILS OF Tender fee / EMD / New vehicle deposit

S.No.	Description
1	**Earnest Money Deposit** Earnest Money Deposit of **Rs.**_____**/-,** submitted in the form of NEFT/ RTGS drawn on_____Bank, _____ Branch, bearing NEFT/ RTGS No. _____ dated _____ is attached herewith.
2	**Tender Document Fee** Tender Document Fee of **Rs.**_____**/-,** submitted in the form of NEFT/ RTGS drawn on_____Bank, _____ Branch, bearing NEFT/ RTGS No. _____ dated _____ is attached herewith.
3	**New vehicle deposit** Deposit for new vehicle **Rs.**_____**/-,** submitted in the form of NEFT/ RTGS drawn on_____Bank, _____ Branch, bearing NEFT/ RTGS No. _____ dated _____ is attached herewith.

Seal & Signature of Bidder

ANNEXURE-III

BIDDER'S DETAILS OF PERSONNEL

1	Firm Name	
2	Firm Address	
3	Firm Type (Proprietary/ Partnership)	
4	Contact Person Name	
5	Qualification	
6	Professional Experience	
7	PAN No	
8	P.F. Registration No	
9	GST Registration No	
10	Contract Details	
	Mobile No	
	E-Mail ID	
	Note: Bidder is responsible to check and operation of e-mail ID.	

Sign & Signature of Bidder

Seal & Signature of Bidder

ANNEXURE- IV

DECLARATION

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

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the General/ Commercial terms and conditions.

2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations.

3. Further, I / We also agree that additional conditions / deviations, if any, found in the tender terms & conditions (except reference indicated under Annexure iv this tender document), our offer shall be out rightly rejected without assigning any reason thereof.

NOTE: ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.

Sign & Signature of Bidder

Seal & Signature of Bidder

ANNEXURE – V

DECLARATION

(Strike off whichever is not applicable)

This is to declare that Mr/Ms. _____, employee of GETCO at _____(place), is related to our _____(designation & name).

OR

This is to declare that none of the Proprietors/ Partners/ Directors are having any relatives employed or working with Gujarat Energy Development Agency at any of its offices or its parent Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat.

Sign & Signature of Bidder

Seal & Signature of Bidder

ANNEXURE - VI

DEVIATION SHEET

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

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

ANNEXURE -VII

Please fill up the detail mentioned below :

SN	Detail of work order	Work order No. / Date	Contract Period	
			From	To
1				
2				

Note: Existing contractor fill the details of all existing running contract details invariably with GUVNL and its subsidiary companies i.e. GETCO, GSECL, MGVCL, DGVCL, PGVCL, UGVCL./ Private company etc.

Seal & Signature of Bidder

ANNEXURE - VIII

UNDERTAKING IN REGARD TO STOP DEAL/BANNED FOR USED BUSINESS DEALING / BLACKLIST THERE OF)

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

Ref:- Tender No._____

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

I/We_____
_____Authorized signatory of
M/s._____
_____ and thereby certified that M/s.
_____

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

Signature of tenderer

Seal of firm

Seal & Signature of Bidder

PRICE BID **(To be submitted on line through n-code only)**

SCHEDULE-B

Name of work: Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for 66KV Navagam Group S/S under Bodeli AM Division under Jambuva Circle

Sr. No	Description	QTY.	RATE	Unit	AMOUNT (in Rs.)
1	Hiring of Petrol / Diesel driven, Non A.C., SUV / MUV, 9 seater (8+1) and Nine plus seater close body vehicle for 12 Hrs /day for 3000 KM / Month for 24 Months on ARC basis for 66KV Navagam Group S/S under Bodeli AM Division under Jambuva Circle	24	54,555.00	Month	13,09,320.00
2	Rate for extra Km travelled more than 3000km during the month (Rs.)	Above 3000km travelled during the month	Rs.10.50 per KM for extra Km	Per Km	Fixed
3	Rate for Extra Hour - over time charges per hour beyond 12 hrs. (Rs.)	Beyond 12 hrs.	Rs.100.00 per hour for beyond 12 hrs.	Per Hr.	Fixed
4	Rate for Night halts per Night (Rs.)	Per Night	300.00	Per night	Fixed
	Estimated Cost Schedule-B (B)				**13,09,320.00**
Rs. Thirteen lakh nine thousand three hundred twenty only (excl. GST))					

Note:

1) Bidder must quote diesel/petrol prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer with documentary proof.
2) Hired vehicle shall be fitted with airbag for the person occupying the front seat, other than the driver.
3) Providing FASTTAG Facility:
   - Contractor has to submit the statement with monthly RA bill for reimburse the FAST TAG expenditure
   - Keep the minimum balance in Fast Tag Account as per rules & recharge regularly to avoid penalty or stuck up in queue.
   - If due to not maintaining minimum balance or any other reason if the penalty is collected by toll booth, then only basic amount of toll fee shall be reimbursed. Penalty/ higher rate amount is the responsibility of contractor

I / We am / are willing to carry out work at _____% above / below (in words _____% above / below) the estimated rates mentioned above.		
Amount of Tender work out as under.		
(1)	Estimated cost : Rs.	
(2)	_____ % above / below: Rs.	
(3)	Net Tender Amount in figure (1±2): Rs.	

Seal & Signature of Bidder

	[Net Tender Amount Rs. **(In words)** _____ _____ ____**ONLY]**
(4)	Taxes & Other Charges: as Shown in below mentioned table total Rs.

Sr. No	Name of Tax/ Particular	Amount In Rs:
a		
b		
c		
d		

(5)	**Unit End Cost price in figure (Total of (3+4)) : Rs.**	_____
	Unit End Cost price in Rs. (In words) .... ---------- ----------..... Only	
(6)	**Basic Rate of Petrol/ Diesel (Certifiate must be attached)=_____ Rs/ Ltr as on date** _____	

Note :

1. Tendered should quote rate in figures and words including all charges, taxes etc in above / below of total estimated cost.
2. Tender without EMD will not be entertained.
3. The contractor quoting for the tender is deemed to have gone through General Terms & Conditions of this work / Contract booklet / Special conditions and same will be treated as binding on him.
4. The contractor has to give his letter for below or above for the total amount indicated against item no. 1 only. The rates against item no. 4,5 of the schedule is unilaterally decided by GETCO and shall not under go any change. However the item no 4,5 shall be subject to variation as per relevant clause of general specification (i.e. variation in petrol/diesel price.)
5. The prices quoted by the Contractor should be exclusive of service tax. The same will be reimbursed as applicable only against submission of documentary proof of payment of service tax submitted to concern office along with monthly bill.

Signature & Seal of Contractor.

Seal & Signature of Bidder