GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Circle Gondal, Power House Comp, Station Plot, Gondal–360 311.
(CIN: U40100GJ1999SGC036018)
Phone No.(02825) 220121 (O)
Email: setrgondal.getco@gebmail.com
Web site: www.getcogujarat.com

N- Tender No.: 138/2026

Tender for Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle

Party's Name: _____

Date of Tender: _____

NAME OF WORK: Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle

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Technical Bid

(Documents are to be attached with online tender. Physical documents to be submitted are tender fee and EMD only if paid by CASH (up to Rs. 10,000/- only). Online mode of payment is encouraged)

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Superintending Engineer, Transmission Circle GETCO Gondal invites "On line Tenders" (e-tendering) for the work "**Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle**" empaneled with IBBI .The valuer must be a Govt approved valuer. who has executed similar nature of jobs successfully as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfill the all the qualification criteria. Otherwise, their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration.

Tender papers & specifications may be down loaded from web site https://getco.nprocure.com**(for view, download and online submission)** and GUVNL/GETCO websites www.gseb.com&www.getcogujarat.com**(for view & download only)**. **All tender documents are to be uploaded through online only (mandatory) on (n) procure portal including scanned copy of duly attested Tender fee, EMD and Integrity Pact. Tender fee, EMD (if by CASH up to Rs. 10,000/-only) are to be submitted physically by Registered Post A.D. or Speed Post addressed to:**

The Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Limited.,
Circle office Gondal
Power House Compound, Station Plot,
Gondal – 360 311 District: Rajkot, Gujarat

"NO COURIER SERVICE OR HAND DELIVERY" will be allowed. "NO PHYSICAL DOCUMENTS TO BE SUBMITTED BY BIDDER"

Tender notice No./ Tender No	Name of work	Estimated Cost Rs. (Including GST @ 18% & CWWC @1%)	Time limit	Tender fee Rs. (non-refundable)	EMD Amount Rs.	Appropriate Class
138/2026	**Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle**	10,93,270.00	**24 Months**	1180.00 (Rs. 1000.00+ CGST @ 9% Rs.90.00 + SGST @ 9% Rs. 90.00)	10933.00	GETCO registered contractor of any class

1	On line (e-tendering) tender/offer submission last date up to 16:00 hours only (This is mandatory)	**20.11.2026**
3	Date of Technical bid opening of online at 16:30 hrs.	**20.11.2026**
4	Tentative Date of online opening of price bid	Shall be intimated separately.

IMPORTANT:

1. **All the online Annexures i.e., Annexure - 1 to 8 and price bid, other tender documents (refer Table-A) must be submitted/attached through online form only.**
2. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and **no physical documents to be submitted by bidder.**
3. **All such documents should be strictly submitted through online uploading. Otherwise, the offer will not be considered and no any further communication in the matter will be entertained on or before due date of submission. However, of anywhere in tender documents submission of other than this documents or physical submission mentioned to br overlooked**.
4. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and no physical documents to be submitted by bidder.
5. Bidder has to submit the only Tender fee, EMD (by CASH up to Rs 10,000/- only) in sealed cover superscripted with the "Tender for "**Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle**". & Tender Notice no. 138/2026''(Mention the name of work & tender notice no.) on or before due date and time. All such documents should be strictly submitted by RPAD/SPEED POST only. Otherwise, the offer will not be considered and no any further communication in the matter will be entertained.
6. Bidders have to submit Technical bid as well as Price bid in electric format only on above-mentioned website till the date and time shown above. It is required that physical submission of only tender fees, EMD by Cash (up to 10,000/- only) to be done. However, of anywhere in tender documents submission of other than this document physical submission mentioned to be overlooked.
7. The transection slip of payment made by RTGS/NEFT is to be uploaded in N- procure with tender documents.
8. **Submission and Evaluation of Documents / Clarification**
   a) 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.
   b) 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.
   c) 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

d) 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

e) 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

f) 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

g) 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.

h) 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

i) 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.

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

10. Tender shall be evaluated on the basis of the Data / Details / Documents submitted by the bidder in the original online offer 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. 5 of the Tender Document and shall not result in any change or improvement in the substance of the original bid
It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.

11. It is mandatory for all the bidders to upload their tender documents by on line (E-

tendering) in scheduled time.

12. Any deviation found in Data/Details/Documents in on line offer (e-tendering) (Tender document fee, EMD, Vendor Registration, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained. Physical copy is for reference only and tender will be evaluated on Data/Details/Documents of the "on line" offer. For any discrepancy between online & physical bid, online bid is considered as final.
13. 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. 5.
    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
14. Bidders are requested to remain in touch with the web site for any amendment/corrigendum or extension of due date etc.
15. No tender shall be accepted/opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.
16. For works executed for GETCO: The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the Chief Engineer of the concerned/related department of GETCO under whose jurisdiction the work was executed.
    For works executed for other Government Departments / Government Organizations / PSUs / Boards / Corporations / Local Authorities or other organizations: The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the Order Placing Authority of the concerned organization, or by an officer duly authorized by the Order Placing Authority to issue such certificate.
    The certificate shall clearly indicate, at minimum, the name of the work, Work Order/Contract No. and date, name of the contractor, scope/nature of work, contract value, actual executed value, date of commencement, date of completion and performance/completion status of the work. Certificates issued by any other officer/authority not meeting the above requirements shall not be considered for establishing the requisite qualifying experience, unless specifically accepted under the provisions of the tender
    Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc
17. The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT or in Cash up to Rs. 10,000/- Tender without EMD and tender fee shall be rejected.

18. Submit completely tender document with seal and signature in all Tender pages with LOA (letter of acceptance) by Lowest-1 bidders.
19. 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 Gondal.

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

Yours faithfully,

(P K Varsada)
Superintending Engineer
GETCO Circle Office, Gondal

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

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

Special instruction if tender **Fee & EMD to be paid by NEFT/RTGS**

1. **The Tender fee should be submit by RTGS/NEFT/online.**
2. The EMD fee amount is should be paid by either **by Cash up to Rs. 10,000/- otherwise it should be paid by RTGS/NEFT/online only.**
3. **In case of payment through RTGS/NEFT/online Bidder has to provide all below details by email on the same date of payment So that receipt can be generated.**

   A. The transection slip

   B. Copy of Bank Statement (appeared Transition)

   C. Following details should be submitted on party's letter pad

Sr. No	Required Details
1	Name & Address of the bidder
2	**Bidder GST No**
3	**Tender No** – 138/2026
4	Due date of tender-
5	Mode of Transfer
6	Ref. ID with Bank Details(**UTR number)**
7	Paid Amount **Tender Fee-Rs.**
8	Paid Amount **EMD- Rs.**

   D. Bidder has to mail above details to
   [1] **cashier.gondalcircle@gebmail.com**
   [2] **supdtgdl.getco@gebmail.com,**
   [3] detech1.cogondal.getco@gebmail.com

4. **GETCO Beneficiary Bank detail is as under**

Sr.	Particulars	Requisite Details
1	Name of Account Holder	GUJARAT ENERGY TRANS CORPO LTD
2	Account No.	66000402915
3	Name of Bank	STATE BANK OF INDIA
4	Branch Code	60073
5	Address of Bank	M G ROAD, GONDAL
6	IFSC Code	SBIN0060073
7	PAN No	AABCG4029R
8	TAN No	RKTG00914E
9	GST No	24AABCG4029R2ZC

Note: Please Mention Tender number during Online Transaction of Tender fee and EMD

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

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

VADODADA 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 the nation.

GETCO COMMITMENT

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

PARTY'S COMMITMENT

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

_____

Seal & Signature
(GETCO Authorized Signatory)

Name:
Designation:

_____

Seal & Signature
(Party's Authorized Person)

PART. II
Technical Specification & Commercial Conditions

SECTION – A
INSTRUCTIONS TO THE BIDDERS

(A) INSTRUCTIONS TO THE BIDDERS

(A1) SCOPE OF WORK:

Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle

(1) The site of proposed work is situated under Construction Division Rajkot**.** The works shall be carried out as per tender's specifications & detailed work order.

(2) Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job, on getting approval of competent authority of GETCO.

(3) Site visit**:** The bidder is advised to visit the site and examine the site condition. Where in the work is proposed to be carried out and to get himself fully acquainted at his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cost and liabilities arising out of the site visit shall be at bidder account

(A2) Earnest money Deposit:

1. Bidders are requested to pay an earnest money deposit (1 % of estimated cost) by **Online-payment (NEFT/RTGS) only** for amount specified in tender notice. Payment of EMD in any other form shall not be accepted.
2. The EMD shall be paid submitted/attached along with uploading of Technical bid only. In no case it shall be submitted with sealed cover or any other form like DD, Cheque etc...
3. Tenders not accompanied by EMD shall be rejected.
4. If during the tender validity period, i.e.**180 days**, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for further works of GETCO.
5. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to **the successful tenderer** after he furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.

(A) Guarantees issued by the following Banks will be accepted as SD / EMD on permanent basis.

1. All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD **for the period up to March, 2028** Or the issuance of new Government Resolution on the same subject whichever is earlier. The validity cut – off date in GR is with respect to date of issue of Bank Guarantee is irrespective of date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	23	South Indian Bank
2	AU Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnad Mercantile Bank
4	Barclays Bank	26	Utkarsh Small Finance Bank
5	City Union Bank	27	YES Bank
6	CSB Bank	28	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	29	Nutan Nagrik Sahakari Bank Ltd.
8	DCB Bank	30	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	31	Saraswat Co-Operative Bank Ltd.
10	ESAF Small Finance Bank	32	SBPP Co-Operative Bank Ltd.
11	FEDERAL Bank	33	SVC Co-Operative Bank Ltd.
12	HDFC Bank	34	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	35	The Gujarat State Co-Operative Bank
14	ICICI Bank	36	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	37	The Surat District Co-Op Bank
16	IDFC First Bank	38	The Surat people's Co.op. Bank Ltd
17	Jammu and Kashmir Bank	39	The Kalupur Commercial Co-op. Bank
18	Jana Small Finance Bank	40	The Panchmahal District Co-Operative Bank
19	Karnataka Bank	41	The Baroda District Co-operative Bank
20	Karur Vysya Bank	42	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	43	Saurashtra Gramin Bank
22	RBL Bank		

(A3) (a) COMPLETION PERIOD:

"The time limit for the completion of the above work will be 24 Months from the commencement of the work.

(A3) SECURITY DEPOSIT:

As per prevailing rules of the Corporation, 5% of the contract value shall be paid as 'Security Deposit'. As per Government of Gujarat vide circular No. JNV.10212/520A dtd. 26.06.2012 & GERC audit report, Consultant has to pay 100% SD upon placement of LOI within 10 days. Therefore, successful bidder shall have to enter contract agreements along with 100% of S.D. shall be paid at C. O. Gondal within 10 days from receipt of letter of intent either.

a) In form of RTGS/online mode in GETCO account as mentioned above.

OR

b) In form of Bank Guarantee of any Nationalized Bank as per the approved format of the Corporation valid for minimum period of time limit plus guarantee period of one year.

The security deposit will be refunded only after the completion of 12 Months guarantee period of work completed or finalization of final bill whichever is later.

If Security Deposit is not paid within 10 days of issue of LOI, EMD paid will be forfeited and Corporation will not deal with party for the period of two years.

(A4) Other Instructions:

1 Tenders must be submitted in the enclosed schedule of work & quantities. Those received in any other form will not be accepted. They should be accompanied by a covering letter in which the bidder should give all information as called for in the specifications & any other point which he would like to be considered along with the tender.

2 The Schedule-B shall be filled up with the quoted % above or below & shall be submitted online only.

3 The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms &conditions of the contract.

4 The Corporation reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the technical Specification or the method of bidding in a radical manner may also be rejected.

5 On acceptance of the tender the name(s) of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the Engineers of the Corporation shall be communicated to the **Superintending Engineer**, **Gujarat Energy Transmission Corporation, Circle Office, Gondal. 360311.**

6 **Proof of payments of taxes made by the Consultant to the appropriate departments shall be produced to Gujarat Energy Transmission Corporation failing which appropriate amount shall be withheld on getting information / instruction from the concerned departments.**

6A: Goods and Service Tax (GST)

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

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

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

If the Supplier/Consultant has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/Consultant. Further Statutory Variation clause will not be applicable in case of Supplier / Consultant has opted for Composition Scheme under GST.Supplier/Consultant should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Consultant. However, any refund received by the supplier / Consultant on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / Consultant.

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

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

6A-2: STATUTORY VARIATION:

Any statutory increase or decrease in taxes and duties including GST and cess as applicable or in the event of introduction of New tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual completion date will be to company's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date the advantage will have to be passed to the company.

INPUT TAX CREDIT BENEFIT

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

6C <u>INCOME TAX:</u> 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 Consultant.

The successful Consultant will have to sign an agreement as per the Gujarat Energy Transmission Corporation rules on stamped paper & the necessary stamp duty charges shall be borne by the Consultant.

8. The bidder shall visit the site and carefully study the work to be carried. The Corporation will not pay any extra or rate for any reason in case the Consultant claims, after acceptance of contract, to have misjudged the site condition.

9. The percentage quoted shall include cost towards of all materials, & machinery including equipment, fixtures, labour, constructional equipment, fuel, scaffolding, staging, ramps, walkways, approach and haul road, temporary works, etc. bearing permanent or temporary nature necessary for the completion of the work in all respects, except for those items specifically mentioned to be furnished by the Corporation. The Consultant must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.

10. During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the Corporation & planned by the Consultant, due to the reasons attributable to the Consultant; suitable action shall be taken as per relevant clauses mentioned in General Conditions of Contract.

11. The contract or any part thereof shall not be subject to change without the written permission of the **Superintending Engineer,** Gujarat Energy Transmission Circle, Circle Office, Gondal or his authorized representatives.

12. Tender shall remain open for acceptance for a period of **180 days** from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the earnest money deposited with the tender. The GETCO will take further action as deemed fit like not to deal with bidder in GETCO works.

13. Further information required, if any, can be had from the office of the **Superintending Engineer**, Gujarat Energy Transmission Corporation, Circle Office, Gondal. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.

14. The notice inviting tender, general instructions to the Consultants & all documents of this tender shall form part of the contract.

15. The works under this contract shall be completed in all respects within stipulated period from the date of commencement order issued by field office. However, interim mile stones to be jointly fixed after issue of LOI.

16. Bidders must quote firm price only, till completion of work under contract, & this is to be confirmed by bidder while submitting his offer. No escalation towards labor and material / fuel shall be paid in this execution of contract.

17. Consultant shall pay minimum wages to his laborers as per the Minimum Wages Act, 1948 & rules there under as applicable from time to time in pursuant to the State Government notification.

The concerned Consultant shall submit the details of the payment with due certificate of LWO/IRO of the Corporation.

18. Once the offer submitted will not be returned back for any reason thereof in any case.

19. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the tenderer with his usual signature with seal of the company.

20. Tender by partnerships shall furnish the full names of all partners. It shall be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the name &designation of the person signing.

21. An attested copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses & sureties shall be persons of status & probity, &their names, occupation & address shall be stated below their signatures. All signatures shall be dated.

22. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.

23. The GETCO reserves the right to delete any item of Schedule-B for which Consultant shall not have any right to claim on this account.

24. The Bidders shall study the Conditions of site & shall resort to dewatering, where necessary, by appropriate methods & maintain reasonably dry areas to work at and no extra claim will be entertaining on this account.

25. The Consultant shall prepare all required roads to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates.

No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by GETCO at no extra cost.

26. Gujarat Energy Transmission Corporation shall not entertain idle charges for any site conditions or any circumstances.

27. The Consultant shall take all requisite & necessary care to observe that no damage is occurred to the Existing structures, if any. For any damage to the Existing Structures of Gujarat Energy Transmission Corporation the Consultant shall be held responsible.

28. The submission of any bid connected with these document and specification shall constitute on agreement that bidder shall have no cause of action or claim against the GETCO for rejection of his bid. The owner shall always be at liberty to reject or accept split any bid or bids at his sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the owner.

29. By successful submission of bid shall be considered as fully acceptance of all conditions & specifications mentioned in this tender booklet to bidder.

30. Recoveries:

(I) In case of any damage to equipment/machinery or structure/building of GETCO or any public property due to negligence's of consultant or any other reasons attributed to consultant the decision of E.I.C. regarding the amount of recovery shall be final and binding.

(II) If the Consultant fails to execute the proportionate work as per direction of E.I.C. within the time frame given for completion of part / whole of the work GETCO shall get the work done through any other Consultant and the cost of execution of such work along with 15% overhead charges shall be recovered from consultant.

31. Notwithstanding anything contained to the contrary in the specification or tenders in subsequent exchange of correspondence, the conditions of contract shall be binding on the Consultant and any change or variations expressed or implied, however made in the said conditions shall not be valid or operative unless expressly sanctioned by the Corporation. The Consultant shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.

32. Submissions of tender by a consultant implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done.

33. These rules and directions shall form part of the contract.

34. **Project Detail :** Detail required for the works are available with the E.E. (Const.) of Construction Division Office Rajkot. They are indicative and for tender purpose only. Bidders shall have to execute the work as per detail issued from time to time by GETCO.

35. **Electricity Connection: NA**

36. The Consultant has to make their own arrangement of water for construction activity at their own cost. In no case, GETCO is bound to supply water if the ground water sources are not available at site within premises.

37. The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the Consultant before due date of submission, the Consultant will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the Corporation due to any reason, the Consultant may submit the revised offer before due date of submission, if they wish to submit.

38. The work shall be completed within the period stipulated in the contract. However, it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore, the Consultant has to organize & coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the Consultant, reasonable extension in the completing the work may be given at the discretion & as decided by the Corporation but no compensation or idle charges will be paid to the Consultant under any circumstances.

39. The price bid/proposals will be opened in the presence of the bidder's representatives who choose to attend at the date and time and venue to be notified by the GETCO, after conclusion of the Technical Evaluation and Post Qualification process.

40. GETCO will not issue any material required for the work. All the materials – tools & tackles, labour etc. will have to be arranged by the Consultant.

41. The Bidder does not anticipate a change in ownership during the proposed period of execution of work. If such a change is anticipated, the scope and effect thereof shall be defined.

42. The Consulting organization shall be a pure consultancy firm. The firm or its Associates/ sister concern/ subsidiary etc., shall not have any tie up with any of potential OEM for these projects. Any of the Board of directors/employee of Consulting firm shall not be associated OR employed directly or indirectly with any of the potential OEM/

manufacturers/ suppliers or vice versa. A declaration regarding not having conflict of interest will have to be furnished by Bidder as stipulated in tender.

43. The Successful Bidder/its sister concerns/associates/JV companies shall not be Qualified to participate in any of the future tender for Technical Consultancy of EPC contractor of GETCO for which the works is assigned to the successful EPC contractor. Successful Bidder eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods/ works/ services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest.

44. Bidder should not have been put on holiday or black listed / banned by GETCO / GUVNL or its subsidiary in past for consultancy assignment in projects. In this regard, the bidder shall submit undertaking as stipulated in Annexure VIII If the documents were issued inadvertently / down loaded from website, offer submitted by such bidders shall not be considered for opening / evaluation / award. This applies even if the bidder company's name is changed and such black listing / ban was put up for their earlier name. If such incident shall be found at any stage of tendering process, the EMD/SD as applicable, of such bidder shall be forfeited.

45. Offer/ Bid must be in accordance with and responsive to this tender and all documents appended hereto. Incomplete bid, bid received after the due date, bids which are not in sealed covers and not super-scribed as stipulated, shall be liable to be rejected. GETCO reserves the right to verify all Statement / Information submitted to confirm Bidder claim on experience and capabilities to perform work.

46. Bidders shall submit their bid in accordance with the tender documents. Bidder should submit along with Bidder must indicate the official designation and the authority of the individual signing the tender with copy of Power of Attorney duly authorized by a notary indicating that a person(s) signing the bid has/have the authority to sign the bid and bid is binding upon the bidder for full

47. GETCO may at its discretion extend the deadline set for submission of the Bid.

48. GETCO reserves right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.

49. Bidders may note that mere issuance of tender and/or submission of Bids shall not entitle automatic qualification in the bid.

50. Tender documents shall be Non-transferable.

51. All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

52. **ACCEPTANCE OR REJECTION OF BID**

a) The GETCO reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons there of. Tenders departing from the stipulated technical specifications, commercial conditions or the method of bidding in a radical manner are liable to be rejected.

b) The bid is liable for rejection prima facie, if it is

c) Without payment of EMD / Tender Fee. Or Payment of EMD / Tender fee in any form other than online payment (NEFT/RTGS only).

d) Not in prescribed form.
e) Not bearing signature of the bidder & seal of the company on all the documents accompanying the tender.
f) Not confirming to specifications or conditional tender.
g) Received after expiry of the due date & time.
h) Received by telex or telegram or fax.
i) Submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by GETCO, Govt. of Gujarat or its Public Sector under taking.

Tender not fulfilling all the above conditions and those specified in the documents attached or incomplete in any respect are liable to rejection.

Qualification Requirement

1- Empanelment as registered valuer with the Insolvency & Bankruptcy Board of India. (IBBI).

2- Education: - The valuer or the principal partner of the firm must hold a degree in Civil Engineering, Architecture, or an equivalent relevant field from recognized university.

3- Experience:- The valuer firm should possess a min. of 5 to 10 years of active, post qualification experience in property, land or asset valuation.

4- Track record:- The firm must have successfully executed similar valuation assignment for PSCs scheduled commercial bank or govt bodies in last 3 to 5 years.

5- References:- Submission of work orders or satisfactory performance certificate from at least 2-3 reputed institutional clients.
6- Valuers should be from the state of Gujarat only.
7- Solvency: Latest bank solvency certificate from any Nationalized/Scheduled Bank of a sum of minimum 20 % of the estimated cost shown in the tender. The solvency should be in the name of "To Whomsoever it may concern" or "GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED (GETCO)".

8- Provident Fund Code: Separate provident fund code number towards firm registered with Regional P. F. Commissioner.

9- Profit & Loss Account Statement: The Bidder should submit certified Xerox audited copy of the Balance sheet with profit and loss account of last three Years along with Income Tax return photocopies.

10- Nature of Firm: Attested copy of Partnership Deed with recent Form-G obtained from Registrar of firms for the current year, Power of Attorney, if any, for signing the bid documents in case of partnership firm & self-affidavit for proprietorship firm. In case the Form-G is not available for current year Affidavit cum Undertaking of the firm declaring no change in Form-G is to be submitted. However, this affidavit cum undertaking should be executed only by partnership firm. The party shall be liable to give fresh affidavit cum undertaking, after completion of its one year. All such documents shall have to be NOTARISED. In case of Company MOA and AOA along with COI (Certificate of Incorporation)

11- Goods & Service Tax (GST) Registration: The Bidder shall be registered under the GST Act and a certified copy of such registration under the GST act indicating the GSTIN shall have to be submitted along with the bid by the bidder.
12- I.T. PAN CARD: The bidder should submit the attested photocopy of PAN Card of their fir & Income Tax Return & Balance sheet for last three years.

Note: All the required documents submitted / uploaded must be Self-attested by bidder.

Signature of Consultant

Superintending Engineer
GONDAL

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Circle Gondal, Power House Comp, Station Plot, Gondal–360 311.
(CIN: U40100GJ1999SGC036018)
Phone No.(02825) 220121 (O)
Email: setrgondal.getco@gebmail.com
Web site: www.getcogujarat.com

CHECK LIST OF DOCUMENTS SUBMISSION

TABLE-A		
Mandatory to upload on-line only (pdf file)		
No.	**Particulars**	**Check Mark**
1	Scan of Tender Fee Amount / Online payment receipt	
2	Scan of EMD Amount / Online payment receipt	
3	All Pages of Technical Bid with Bidder Signature and Rubber Stamp (encouraged for digitally signed)	
4	Registration document as Approved Consultant in Appropriate Class	
5	Duly Signed / attested Integrity Pact i.e. on Pg. no. 05 of tender booklet	
6	Work completion certificate in Form No.3A (Experience Certificate as main Consultant) only as Per Qualification Requirement	
7	Bank Solvency Certificate (Name of "To Whomsoever it may concern" or "GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED (GETCO)	
8	Provident Fund Code Number Documents	
9	Active GST Registration Number Documents	
10	Income Tax Return, Profit Loss Accounts and Balance sheet of Last Three Financial Years	
11	Nature of Firm:	
	Partnership deed/Latest Form-G/ POA/Authorized Signatory Certificate for Partnership	
	Self-Affidavit/POA/Authorized Signatory Certificate for Proprietorship	
12	PAN Number Document	
13	Filling Annexure 1 to 9	

AFFIDAVIT CUM UNDERTAKING

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

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

1. **That Form G upto last entry dated _____ has been submitted to GETCO by us.**

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

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

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

Hence solemnly affirmed on this _____day of _____ months of 20_____at _____.

DEPONANTS

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

Dated:

Place:

Special Terms and Conditions:-

For Hiring of Consultants - Milestone/Deliverable Based :-

This Agreement represents Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and the Service Provider.

The purpose of this Agreement is to facilitate rendering of service for Hiring of Consultants - Milestone/Deliverable Based from the Buyer's premises, or any other premises as designated by the Buyer. This Agreement outlines the scope of work, obligations of both the Buyer and the Service Provider, special terms and conditions related to the service delivery and payment of services for mutual understanding of the stakeholders.

The Agreement remains valid until the completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised Agreement mutually entered by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General Terms and Conditions ("GTC").

2. Service Specific Special Terms and Conditions ("STC") of the Services contracts, which shall include the Service Level Agreement (SLA) for the service.

3. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.

The above set of terms and conditions along with the scope of work and service level agreement as enumerated in the document, shall be construed to be part of the Contract/Agreement between the Buyer and the Service Provider.

2. Objectives And Goals

The objective of this Agreement/Contract is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goals of this Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both the Parties.

2. Present a clear, concise and measurable description of services offered to the Buyer.

3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.

4. To ensure that both the Parties understand the consequences in case of termination of services due to any of the stated reasons.

The Agreement/Contract will act as a reference document that both the parties have understood the terms and conditions and have agreed to comply by the same.

The Agreement can also be amended by the Buyer and the Service Provider with mutual consent.

3. Parties to the Agreement The main stakeholders associated with this Agreement are below-

1. Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed

2. Service Provider: The Service Provider is responsible to provide all the required services in timely manner. The Service Provider may also include, any authorized agents, permissible assignees, successors and nominees as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this Agreement. The Agreement also encompasses service level/ deductions in case of nonadherence to the defined terms and conditions.

4. Scope of Services

The scope of "Hiring of Consultant Services" is to submit specific deliverables as required by the Buyer and to perform the scope of service/stated objective. The service offering is

based on a milestone basis as defined by the buyer, where payment to the service provider is tied to the successful completion of each milestone.

5. Terms and Conditions

5.1 Buyers Obligations

I. The Buyer shall nominate a nodal officer from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc.

II. Any documentation/guidelines with respect to the scope of the project and necessary work permits to access buyers' premises are to be provided by the buyer. The buyer

shall provide (or cause others to provide so) Information, resources, and assistance (including access to records, systems, premises, and people) that the service provideris required to perform the services.

III. The Buyer shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the

Services as soon as possible after the Buyer becomes aware of them.

5.2 Service Provider Obligations

I. The Service Provider would be required to staff sufficient and qualified personnel and subject matter experts, capable of delivering the Buyer's objectives. The service provider will provide the services using reasonable skill and care and/or in accordance with applicable professional standards.

II. The Service Provider shall designate a Coordinator who will be responsible for maintaining regular contact with the Buyer Department to ensure that the best possible services of the people deployed are provided without interruption.

III. The Service Provider agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential/sensitive information. The Service Provider shall immediately notify the Buyer, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential/sensitive information.

IV. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer.

6. Payment Terms and Conditions

6.1 Payment shall be made once the Service Provider submits the invoice to GETCO construction Division office along with other relevant documents and after generation of registration in VMS (Vendor management system) by consignee for the submitted invoice.

6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance, payment shall be made through cash/ cheque payment.

7. Deductions / LD

7.1. If the Service Provider fails to deliver any or all the Service(s) or perform the services within the period specified in this Agreement, the Buyer shall without prejudice to its other

rights and remedies under and in accordance with the Agreement, levy Liquidated Damages (LD) from the payments, which are due to the Service Provider.

7.2. Deductions shall be levied on the Service Provider, for the violation of the Service Level Agreement of the Agreement as mentioned below:

 # Particulars Final Implications

1. Delay in commencement of work as per schedule defined by the Buyer. For the delay from the schedule date of commencement of work will attract a deduction of 0.1% of total billing value

2. Delay in submission of deliverables(milestones) as per agreed timelines 0.1% of the billing/milestone value for delay as per defined milestone

3. In case of repeated breach of SLAs beyond 3 instances in the entire contractual period Termination of contract at discretion of Buyer Deductions for a specific month / period shall be capped at 10% of bill generated for that month / period.

If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

The overall deductions/ LD will be capped at 10% of the Contract value.

The amount of deductions / LD may be adjusted or set of against any sum payable to the Service Provider under this Agreement with the Buyer.

All statutory variations leading to increase in the cost of the Contract will be debited to the Buyer's accounts.

8. Termination of Agreement

The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

8.1 Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

8.2 Breach of contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately by giving written notice of 30 days to the Service Provider, if

the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 (fourteen)days after receiving notice requiring it to do so.

8.3 Breach of SLAs

The contract may also be terminated by the Buyer if the cumulative deductions / LD rise to 10% of the Contract value. However, termination of this Contract shall not affect any accrued rights or remedies of either party.

8.4 Notwithstanding any other provision, the Buyer may terminate this Agreement/ Contract immediately upon written notice if:

(a) Service Provider or its personnel/agents commit acts/omissions endangering child safety (including POCSO non-compliance);

(b) credible allegations or reports of abuse, exploitation, harassment, or improper handling,reporting, or documentation of disclosures, complaints, or incidents involving children arise; (c) any criminal investigation is initiated against Service Provider/its personnel related to the services under this Agreement. Such termination shall be without prejudice to the Buyer's rights under this Agreement or any other law, including filing criminal complaints or pursuing civil/criminal remedies against the Service Provider or its agents/personnel.

APPROACH & METHODOLOGY

Package – Rajkot Const. Division

1. Understanding of the Assignment

The assignment involves assessment of the Fair Market Value (FMV) of land falling within the Right of Way (RoW) of GETCO's under-construction transmission lines in Rajkot Const. Division. The valuation shall be carried out considering prevailing market conditions, Government guidelines, and accepted valuation standards to ensure fair and transparent determination of land value.

2. Project Planning & Mobilization

The project team shall undertake the following preparatory activities prior to field execution:

- Review transmission line alignment, tower schedule, and village details provided by GETCO.
- Prepare a package-wise and village-wise survey programme.
- Collect Jantri rates, revenue records, village maps, and available land transaction details.
- Coordinate with GETCO officials and local authorities for smooth execution.
- Deploy experienced valuers and survey personnel for field activities.

3. Field Survey & Site Inspection

A comprehensive physical inspection shall be carried out for all affected locations under this package.

The field activities shall include:

- Inspection of land parcels falling within the transmission corridor.
- Verification of existing land use such as agricultural, industrial, residential, and commercial.
- Assessment of accessibility through State Highways, National Highways, and village roads.
- Documentation of surrounding infrastructure, utilities, and ongoing developments.
- Collection of geo-tagged photographs and GPS coordinates.
- Interaction with landowners, village officials, and local stakeholders to understand prevailing market conditions.

4. Market Survey & Data Collection

A detailed market survey shall be undertaken to determine prevailing land values across the project area.

Regd. Corporate Office: GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007
Corporate Identity No. (CIN): U40100GJ1999SGC036018 Phone: (0265) 2310582-86, Fax: (0265) 2337918, 2338164, Web site: www.getcogujarat.com

The survey shall include

- Collection and analysis of recent registered sale deeds.
- Verification of Jantri (Guideline) Rates.
- Discussions with local real estate agents and property consultants.
- Consultation with Revenue Department officials wherever necessary.
- Analysis of recent land transactions in surrounding villages.

Special emphasis shall be given to market conditions influenced by:

- Existing and proposed industrial developments affecting land values.

5. Valuation Methodology

The Fair Market Value shall primarily be assessed using the **Comparable Sales Method**, supported by market evidence and Government guideline values.

The following parameters shall be considered:

- Location of the land parcel.
- Existing land use.
- Industrial influence.
- Road connectivity and accessibility.
- Distance from industrial zones and urban centres.
- Availability of infrastructure and utilities.
- Development potential.
- Recent market transactions.
- Prevailing Jantri rates.

Where necessary, suitable adjustments shall be applied to comparable sale instances to arrive at a realistic market value.

6. Quality Assurance

A robust quality control mechanism shall be adopted to ensure reliability and consistency of valuation.

This shall include:

- Cross-verification of market information from multiple independent sources.
- Review of comparable sale data.
- Internal scrutiny by Senior Valuation Experts.
- Validation of valuation calculations.
- Random field verification wherever required.

7. Preparation of Valuation Report

The final valuation report shall include:

- Project overview.
- Village-wise survey findings.
- Description of transmission line corridor.
- Market survey observations.
- Comparable sale analysis.
- Basis of valuation.
- Fair Market Value assessment.
- Supporting photographs.
- Maps and annexures.
- Valuer's certification.

8. Deliverables

The following documents shall be submitted to GETCO:

- Village-wise Fair Market Value Assessment Report.
- Comparable Sale Statement.
- Geo-tagged site photographs.
- Soft copies in PDF and Excel formats.
- Final signed valuation report with supporting documents.

Key Customization for – Rajkot (All Talukas), Morbi (All Talukas) , Jamnagar (Jodiya and Dhrol Taluka), Amreli (Babra Taluka) Surendranagar (Sayla and Chotila) District

This methodology is specifically tailored for **Rajkot and Morbi District**, considering:

- Industrial influence of that area.
- Impact of the **Expressway corridor if any.**
- Higher industrial and commercial land demand.
- Strategic connectivity through **National Highway if any** and major industrial infrastructure.
- Variation in land values between industrial, peri-urban, and agricultural areas.

SECTION – C

GENERAL CONDITIONS OF CONTRACT

(C) GENERAL CONDITIONS OF CONTRACT

1. Definitions:

(a) The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these conditions, schedules and / or additional conditions attached to the form of tender or individual work, order, rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form the contract.

(b) The "Tender Document" means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the Consultants for the purpose preparing tender.

(c) The expression "works" or "work" when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.

(d) The "Consultant" means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.

(e) "Corporation" means the Gujarat Energy Transmission Corporation Ltd. and the "Accepting Officer" means the officer who is authorized to sign and signs the contract on behalf of the "Corporation."

(f) The letter "EE" means Executive Engineer who in the case of measurement and lump sum contract, direct the Consultant and the letters "SE" means "Superintending Engineer" who administers and in the case of the term contracts directs the contract.

(g) The "Engineer-in-charge" means all officers of the Corporation appointed by the Superintending Engineer to supervise the works or part of the works.

(h) "Approved" and "Directed" means the approval or direction of the Superintending Engineer to Supdt. Engineer or the person deputed by him for the particular purpose.

(i) "B.S." means the "British Standard" as issued by the British Standards institution. "A.S." means the American Standards as issued by the American Standard Institutions and "I.S." means the "Indian Standards" as issued by the Indian Standards Institutions. Wherever the above-mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders.

In the case of measurement and terms of contracts "Specifications" means those contained in Gujarat Energy Transmission Corporation Ltd. schedule together with any amendments etc.

embodied in the tender documents, "Drawings" refer to those accompanying the tender documents and/or any work orders referred therein.

(j) The "Contract Sum" means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the Consultant for the full and entire executing and completion of works.

(k) "The date of completion" is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

(l) GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017and all related ancillary legislations.

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

2. Security Deposit

The Consultant shall, within 10 days of the issue of Letter of Intent, pay 5 % as Security Deposit along with Contract agreements; The Bank Guarantee from schedule bank in lieu of cash or government securities towards Security Deposit will be accepted providing amount of Security Deposit payable exceeds Rs. 1,00,000/- .All damages, costs, charges, expenses and other sums which may be or may become due or payable by the Consultant to the Corporation under the terms of the contract may be deducted from the cash in the proceeds of sale of the Securities/Bank Guarantee to deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to sell / to encash for that purpose) or from the interest of any such securities of from any sums due or which may become due to the Consultant by the Corporation or from the whole or the balance unpaid as aforesaid of the encash securities so deposited being repaid or transferred and returned as may be to Consultant after the date on which the final bill is paid or after the expiry of the date up to which the Consultant has to maintain the work in good order whichever is later.

2. Penalty for the delay

The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the Consultant and shall be reckoned on the 10th day of issuance of LOI. The work shall throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay, the Consultant shall pay compensation @ 0.5% plus taxes as applicable per week or part thereof on delayed portion subject to maximum 10% plus taxes as applicable of the Total contract value of the works (End cost with GST & cess as applicable). For calculating the delayed portion, date of work completion mentioned in work completion certificate shall be considered.

In event of failure of the Consultant 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 under

any other contract with the GUVNL and its subsidiary companies i.e. GETCO, GUVNL, GETCO, 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 Consultant under this contract or any other contract with GUVNL and/or its subsidiary companies.

4. Action when whole of Security Deposit is forfeited

In any case in which under any clause or clauses of this contract the Consultant shall have tendered himself to pay compensation amounting to the whole of his security deposit (whether paid one sum or deducted by installments) or in the case of abandonment for the work owing to serious illness or death of the Consultant or any other cause, the Executive Engineer on behalf of the Corporation, shall have powers to adopt, (a) below and any of the following courses under (b) and (c) as he may deem best suited to the interest of the Corporation.

(a) To rescind the contract (for which rescission notice of 10 days) in writing to the Consultant under the hand of the Executive Engineer shall be conclusive evidence and in that case the security deposit of the Consultant shall stand forfeited and absolutely at the disposal of the Corporation.

(b) To employ labour paid by the Corporation, to supply materials to carry out of the works or any part of the works debiting the Consultant with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the Consultant) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Consultant under the terms of this contract and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the Consultant.

(c) To order that the work of the Consultant be measured up and to take such part thereof, as shall be unexecuted, out of his heads and to give it to another Consultant to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original Consultant, if the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original Consultants and shall be deducted from any money due to him by the Corporation under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Executive Engineer the Consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the Consultant shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

5. Notice for unsatisfactory progress

If the progress or a particular portion of the work is unsatisfactory the Executive Engineer whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 4(c) after giving the Consultant 10 days' notice in writing and the Consultant will have no claim for compensation for any loss sustained by him owing to such actions.

6. Action in the case of Default by Consultant

If any case in which any of the powers conferred upon the Executive Engineer by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in any further case of default by the Consultant for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the Consultant for past and future compensation shall remain unaffected in the event of the Ex. Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the Consultant, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may by notice in writing to the Consultant or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the Consultant failing to comply with any such requisition, the decision of the Executive Engineer as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the Consultant.

If the Consultant 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 Consultant to make good the failure, neglect or contravention complained of. Should the Consultant fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith to execute such part of the works as the Consultant 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 Consultant'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 Consultant's equipment that may have been at the time on the Site in connection with the works without being responsible to the Consultant for fair wear and tear thereof and to the exclusion of any right of the Consultant over the same, and **If the sum thot the Consultant 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 port of the works if part of the works have been completed. the Consultant shall be liable for such excess.

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

7. Extension of Time Limit

If the Consultant shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer and the Executive Engineer may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the Consultant. Any delay attributed to Corporation shall be compensated only by way of extending the limit.

8. Completion Certificate

On completion of the work the Consultant shall be furnished with Completion Certificate by the Executive Engineer of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the Executive Engineer the said measurement being binding and conclusive against the Consultant.

9. Effect of the Certificate

No payment shall be made for any work estimated to cost less than Rs. 1,000/- till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than Rs. 1,000/- Consultant shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or rejected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the Consultant within one month of the date fixed for completion of work. Otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

10. Payment to Consultants

10-A PAYMENT TERMS UNDER MSME ACT:

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

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

Date of acceptance means-

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

*** "**Date of deemed acceptance**" Means, where no objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days to the delivery of the goods or the rendering of services, the day of the actual delivery of goods or the rendering or services.

11. Bills

The Bill shall be submitted by the Consultant each month on or before the date fixed by the Engineer-in - charge, for all works, executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bills. If the Consultant does not submit the bill, within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Consultant or his duly authorized agent, whose counter signature in the measurement shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Consultant in all respects. GETCO shall make effort for the payment of bills (RA & final bills) as early as possible, however no interest is payable on bill amount if there is delay in payment of GETCO for whatever reason.

The company has decided to make payment to suppliers/Consultants through RTGS/NEFT by transfer of funds instead of cheques through regular courier service/RPAD the payment shall be released to your bank account through RTGS. Therefore, the suppliers/Consultants are requested to furnish the following details in original letter head with cancelled cheque.

1.AccountNumber
2.Typeofaccount
3.BankName
4.Branchname&address
5.Contactno.ofthebranch
6.EmailID
7.Onecancelledcheque
8. IFSC Code

12. Works to be executed in accordance with specifications, drawings, orders etc.

The Consultant shall execute in whole and every part of work in the most substantial and workmanlike manner and both as regarding materials and in every other respect in strict accordance with the specification. The Consultant also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in - charge and lodged in his office and to which the Consultant shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the

Consultant shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

13. Rates for works not entered in Estimate or Schedule of Rate of the District

If the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out the rates entered in the Schedule of Rates of the Division or at the rate mutually agreed upon between the Executive Engineer and the Consultant, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates agreed upon then the Consultant within seven days of date of receipt by him of the order to carry out the work inform the Executive Engineer for the rate which in his intension to charge for such class of work and if the Executive Engineer does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the rates shall have been determined as lastly here in before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event of dispute, the decision of the Superintending Engineer of the Circle will be final.

14. Extension of Time Limit in consequence of Addition or Alteration.

The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive. No compensation shall be payable for Alternation in or Restriction of Work to be carried out. If at any time, after the execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require he whole or part of the work to be carried out at all or to be carried out by the Consultant, he shall give notice in writing of the fact to the Consultant who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the Consultant shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the

original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

15. No claim to compensation on account of loss due to delay in by Corporation.

The Consultant shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials entered in Schedule-A where such delay is caused by: Difficulties relating to supply of railway wagons

I. Force Majeure

II. Act of God

III. Any other reasonable cause beyond the control of Corporation including Shortage of materials to be supplied by the Corporations & difficulties in time by reaching at the site of any materials equipment. In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with circumstances of the case. The decision in the Executive Engineer as to the extension of time shall be accepted as final by the Consultant.

16. Time Limit for Compensation Claims

Under no circumstances, whatsoever, shall the Consultant be entitled to any compensation from Corporation on any account unless the Consultant has claimed in writing to the Executive Engineer within one month of the cause thereof.

17. Notice to be given before work is covered up.

The Consultant shall give not less than 5 days' notice in writing to the Executive Engineer or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement of any work, in order that the same may be measured and correct dimensions thereof, taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement and work without the consent in writing of Executive Engineer or his subordinate in charge of work, If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the Consultant's expense, and in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same, was executed.

20. Consultant's Liabilities

The Consultant shall supply, at his own cost, all materials (except such special materials, if any as may be supplied form the Corporation stored in accordance with the contract) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execution of the work., in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or

which he is entitled to require together with carriage thereof to and from the work, the Consultant shall also supply without charge, the requisite number of persons for setting out works, and counting, weighting and assisting in the measurement of, examinations at the time and from time to time of the work or materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the Consultant and the expenses may be deducted from any money due to the Consultant under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof the Consultant shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the Consultant be paid in compromising any claim by any such person.

21. Consultant Liable for all Damages

Compensation for all damage done intentionally or unintentionally by Consultant's laborer, whether in or beyond the limit of Corporation's property, shall be estimated by the Executive Engineer, or such other office, as he may appoint and the estimate of the Executive Engineer, subject to the decision of the Superintending Engineer, on appeal, shall be final and the Consultant shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the Consultant as damages or deducted by the Engineer in charge from any sums that may be due to or become due from Corporation to the Consultant under this contract or otherwise. The Consultant shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damage and costs that may be awarded by the court if in consequence.

22. Rescission of Contract and Forfeiture of Deposit.

The Consultant shall not assign or sublet, without the written approval of the Engineer-in-charge and if the Consultant assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Consultant or any of his servants, or agents, or any person to the employee of Corporation in any way relating to his office or employment or if any such officers or persons shall become in any way directly or indirectly interested in the contract, the Executive Engineer may, by 10 days' notice in writing, rescind the contract. In the event of a contract being rescinded the Security Deposit of the Consultant shall there upon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensure as it the contract has been rescinded under clause 4 thereof and in addition the Consultant shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

23. Compensation

All sums payable by a Consultant by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

22. Change in the constitution of firm to be notified

In the case of tender by partners of a firm, any change in the constitution of firm shall be forthwith notified by the Consultant to the Executive Engineer for his information.

23. Works under direction of Superintending Engineer.

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Superintending Engineer of the Circle, Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

24. Decision of Superintending Engineer to be final.

Except where otherwise specified in contract and subject to the power delegated to him by Corporation under the Corporation's rule, then in force the decision of the Superintending Engineer of the Circle / EIC. for the time being shall be final, conclusive and binding on all of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

25. Arbitration

'ALL QUESTIONS, DISPUTES OR DIFFERENCES, WHATSOEVER WHICH MAY AT AN TIME ARISE BETWEEN THE PARTIES TO THIS CONTRACT IN CONNECTION WITH THE CONTRACT OR ANY MATTER ARISING OUT OF OR IN RELATION THERE TO, SHALL BE REFERRED TO THE "GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL" AS PER THE PROVISIONS OF THE GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL ACT, 1992.

The reference to arbitration proceedings under this clause shall not:

a) Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the Consultant or procured by him and intended to be used for the execution of the work or any part thereof.

b) Preclude the Engineer-in-charge from utilizing the materials purchased by the Consultant in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the Consultant under General Conditions.

c) Entitle the Consultant to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.

d) Preclude the Corporation from getting the work done by another agency.

Neither party is entitled to bring a claim to arbitration latest by the thirty days after the expiration of the defects liability period.

The provisions of the Arbitration & conciliation Act, 1996, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992 and rules made there under shall apply to the arbitration proceeding under this clause.

26 Lump Sum in Estimate

When the estimate on which tender is made, includes lump sums in respect of parts of the works the Consultant shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract or such items or if the part of work in question is not in the opinion of the Engineer-in-charge capable to measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer shall be final and conclusive against the Consultant with regard to any sum or sums payable to him under the provisions of the clause.

27. Lump Sum Tenders

Whenever lump sum tenders have been invited for building or other structures of the same type, design, the Consultant shall submit his bill stated in Clause No.11 and the Engineer-in-charge not below the rank of Executive Engineer shall certify by general measurement or by other method considered suitable to him, the value of work done and the Consultant shall be paid monthly a sum equal to 90% of the total value the work so certified, since the last payment, after deducting a part or whole of the secured advance if not already paid for the materials utilized on the works. An additional secured advance for any fresh materials brought on site will also be paid if certified by the officer not below the rank of Executive Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Executive Engineer, that the work is done according to drawing and specifications attached to the tender. If any additions and alteration have been carried out, detailed measurements in respect thereof shall be recorded and extra payment or deductions are regulated as per item rates quoted by the Consultant while submitting the tender and if there are any items in the additions and alterations for which the Consultant has not quoted a rate, the payment shall be as per Clause 15 above.

28. Action where no specifications.

In the case of any class of work for which there is no such specifications as is mentioned in clause 1. such work shall be carried out in accordance with the divisional specifications and in there event of there being no divisional specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge / consultant of the Corporation etc.

1. **Wages to be paid and time of payment etc. by the Consultant: -**

a) The Consultant shall pay minimum wages as fixed under Minimum Wages Act whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in presence of Management Representative during the working hours in factory premises and the Consultant shall get the entries certified in the register of wages by the Representative of the Corporation. Any default will result in cancellation of contract forthwith or else the Consultant shall be punishable to the extend of Rs.100/- fine per each day.

b) The Consultant shall give his telephone number and address to the Corporation so that in case of labour trouble etc., the Consultant can be contacted. The Consultant shall arrange to have his office outside the factory premises and the Consultant keep himself present throughout the working hours.

Labour Laws: -

a) Persons below the age of 18 years shall not be employed for the work.

b) Female worker shall be employed according to latest labour laws

c) Consultant shall maintain a valid labour license under the Contract Labour (Regulation and Abolition Act) for employing necessary manpower to be required by him. In the absence of such license the Consultant shall be liable to be terminated without assigning any reason thereof.

d) The Consultant shall at his own expense comply with all labour laws and keep the Corporation indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Consultant shall comply with are as under:

i. Payment of contribution of wages of employer's contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.

ii. Payment of deposit in respect of each contract Labour of the rate of RS.30/- with the office of the Commissioner of Labour as per the Contract Labour Act (Regulation & Abolition).

iii. License Fee as prescribed under the contract Labour Act (Regulation and Abolition) and Rules framed there under depending upon the number of workmen employed by the Consultant.

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, the same for identification.

vi. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act. Any payment to the Consultant's employees arising out of any claim of disputes under the Industrial Disputes Act – 1947 or any other laws.

vii. Provision of compensation in the case of accidental injury.

viii. Payment of crèche if the female labour employed is more than 30 numbers

ix. Maternity leave as per the provision of the Maternity Benefit Act.

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

2. Provident Fund and Family Pension Scheme

The Consultant shall submit along with his bill (month wise) a statement regarding deductions against employee's provident fund and family pension scheme in respect of each concerned employees' Provident Fund and Family Pension scheme at the rate of 12 % (or at the rates made applicable by the Government from time to time) of the wages. Consultant's contribution and his worker's contribution towards provident fund and family pension scheme shall be deposited by the Consultant with regional Provident Fund Commissioner, Ahmedabad.

3. Deposit Linked Insurance Scheme: -

The Consultant 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 Fund Commissioner, Ahmedabad.

4. Administrative Charges: -

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

5. Paid Leave Facility

Paid leave facility at the rate of one day for every 20 days worked by the contract laborer shall be provided by the Consultant to his workers. He shall maintain Leave records/ Leave Cards for individual laborer which shall be duly verified and approved/ certified by the authorized officer of the Corporation.

6. Workmen's Compensation Fund and Employers Liability Insurance: -

The Consultant shall cover all his employees under Workmen's Compensation Fund and under the Liability Insurance. The Consultant shall employ adequate number of experienced staff 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.

7. Consultant to Indemnify to the Corporation

The Consultant shall indemnify and keep indemnified the Corporation and every officer and employees of the Corporation and 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 in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the Corporation by any workman/ employee of the Consultant or any sub-Consultant and / or from any liability may arise to any workman / employees of the Consultant or any sub-Consultant under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract

Labour (Abolition and Regulation) Act 1979. The Corporation shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Consultant or his sub-Consultants, and the Consultant shall indemnify and keep indemnified the Corporation against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

8. Workmen's Compensation and Employer's Liability Insurance: -

Insurance shall be affected for all the Consultant's for all the Consultant's employees engaged in the performance of this contract. If any of the work is sublet to the sub-Consultant, the Consultant shall require that he or his sub-Consultant to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the Consultant's insurance.

9. The Corporation reserves the right to terminate this rate contract at any time during it tendency without giving notice of termination or any reasons thereof.

10. The Corporation will be entitled to deduct directly form the bills, to be paid to the Sub Consultant and Laborers any sum or sums payable by Consultant and which sum/sums the Corporation is required to pay as a principal employer on account of Consultant's default in respect of all liabilities referred to in above clauses.

11. Nothing in the contract document stated shall any wise constitute any workmen/ employees of the Consultant or any sub-Consultant as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the Corporation.

NOTE: -The Prevailing Act at the time of execution of work over and above act specified herein shall be binding to the Consultant

29. No Claim for Variation in Quantities of Work

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

30. No Claim for Compensation for Delay in staring work

No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates**.**

31. No Claim for Compensation for delay in execution of work

No compensation shall be allowed for any delay, in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pit and no claim for an extra rate shall be entertained unless otherwise expressly specified & mentioned in the tender.

32. Entering upon or commencing any portion of work

The Consultant shall not enter upon or commence any portion of work except with the written authority or instructions of the Executive Engineer or his subordinate in charge of the work, failing such the Consultant shall have no claim to ask for measurement or payment for work.

33. Method of Payment

Payment to Consultants shall be made by direct RTGS to Consultant's bank account. Generally, payment may take 30 to 60 days after passing of bills depending on availability of fund.

34. Acceptance of conditions on tendering for work.

Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by consultant.

35. Employment of Scarcity Labour

If government declares a state of scarcity or famine to exist in any village situated within 20kms of the work, the piece worker / Consultant shall employ upon such part of the work as are suitable for unskilled labour; any person certified to him by the Executive Engineer or by any person to whom Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wage not below the minimum, which Government may have fixed in this behalf from time to time. Any implementation of this clause shall be decided by the Superintending engineer / Engineer-in-Charge whose decision shall be final and binding on the piece worker/Consultant.

42 Employment of Technical Persons

The Consultant who are registered under class 'A', 'B' and 'C' or such Consultants who executes the works of Rs.5 lakhs and above shall employ the technically qualified personnel possessing

minimum a Diploma of reconciled Technical institution, for executing the work of the Corporation.

Date: **Superintending Engineer**

(Signature of Consultant) **GETCO, CO GONDAL.**

Address:

Seal:

GENERAL CONDITIONS OF CONTRACT

1.0 Consultant to inform himself fully:

The Consultant shall be deemed to have carefully examined the work & site conditions, the general conditions, the special conditions, specifications, schedules, drawings shall be deemed to have visited the site of the works & to

have fully informed himself regarding the local conditions. Copy of Appendix V attached with tender shall have to be filled up before quoting the rate, for confirmation of site visit. If there shall have any doubts as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof & submit them to the Engineer in writing in order that such doubt may be removed.

2.0 Data to be furnished by consultant:

Prior to the commencement of work the Consultant shall submit a bar chart showing detailed programme for completing the work within time limit to the S. E. for approval within a week of the date of LOI. No change in the approved plan & layout shall be carried out without specific written approval of the Executive Engineer in charge.

3.0 Errors, Omissions & Discrepancies:

In all cases of errors, omissions, doubts or discrepancies in the dimensions, or discrepancies in the drawings & items of work on specifications, reference shall be made to the Executive Engineer whose elucidation & elaboration shall be considered as authoritative. The Consultant shall be held responsible for any error that may occur in the work thorough lack of such reference.

4.0

1. Temporary structures may be erected by the Consultant for storage sheds, offices, and residential etc. for non-commercial use on land, handed over to him at his own expense & with the permission of the Corporation. In any circumstances for constructing temporary structures Consultant's use, Corporation free supply of materials shall not be made. If it is found that Corporation's free supply material are used for the works other than approved drawings, it will be recovered at penalized rate.

2. The Consultant shall preserve all existing vegetation such as trees on or adjacent, to the works site which, do not interfere with the construction as determined by the Corporation.

3. The Consultant shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation & trees not to be felled & to structures or to workmen, & shall be responsible for any damage if it occurs in such operations.

4. All produce from cutting of trees grass etc. shall be the property of Corporation & shall be stacked at the directed places. No claim shall be made for such tree felling / cutting &stacking of trees/produce or grass etc. by the Consultant.

5. The land shall as herein before mentioned be handed over to Corporation / Owner of Land immediately after the completion of the work under this contract. Also no land shall be held by the Consultant longer than the Corporation shall deem fit & necessary & the Consultant shall, on due notice by the Corporation, vacate & return the land which the Engineer In Charge may certify as no longer required by the Consultant for purposes of the work.

5.0 Start of Work:

The Consultant shall not enter upon or commence any portion of the work except with the written permission of the authority of the Corporation, failing which the Consultant shall have no claim to ask for measurement of or payment for work & shall be responsible for any claims or damages that may arise due to such unauthorized commencement or entry. No compensation shall be allowed for any delay caused in starting the work on account of any delay in clearance of the work site.

6.0 Work to execute to the satisfaction of the Corporation's Engineers:

The Consultant shall proceed with the work with diligence & expedition & the whole of the work herein specified as well as the mode of execution shall be under the supervision & the direction & shall be carried on to the entire satisfaction of the Corporation's site Engineers, who shall have full powers to order the Consultant to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of materials & workmanship of different descriptions & qualities from this herein specified. In the case of any class of work for which there are no Technical Specifications, these shall be carried out in accordance with the latest IS Codes & in the event of being no relevant IS Code, the works shall be carried out in accordance with the directions & instructions of the Corporation's Engineers at site.

7.0 Workmanship etc.:

The work shall be executed in thoroughly substantial manner with workmanship of best quality & strictly in accordance with the specifications & with the drawings, or with such other drawings or written instructions as may from time to time be furnished to the Consultant, in accordance with terms of this contract & shall be completed in every respect with workmanship implied & necessary according to the fair interpretation & meaning of the same & should there be any discrepancy between the drawings & specifications or any difference or dispute as to the dimensions to be worked out or the mode of doing periodical quantity of the work to be executed

or with respect to any subject arising out of this contract, the decision of the Corporation's authorized Engineers shall be final & binding on all parties.

8.0 Samples of descriptive Data:

Samples of descriptive data requiring approval shall be submitted by the Consultant to the Corporation's Engineers in good time before the use of such material to permit its inspection & testing & there-by the approval. The samples shall be properly marked to show the name of material, manufacture place or origin & the place where it is intended to be used etc. Failure of any samples to pass specified tests requirements. It shall be sufficient cause for the refusal to consider any further samples from that source.

9.0 Baselines & Grades:

The Corporation near to the site of work shall furnish one permanent Bench Mark. Semi-permanent baselines & cross lines shall be established at sufficiently spaced intervals with benchmarks by the Consultant at his own cost & risk. The Consultant shall provide at his expense, all the required pillars, equipment, materials, & labour for the establishment of the grade lines & bench marks, for that the Consultant shall be responsible for their further maintenance during the execution of the actual work till the complete period of construction. The Consultant shall be responsible for the proper execution of work to such lines & levels & grades as may be specified in the drawings, established, or indicated by the Corporation's Engineers. All the survey work, if required, shall be checked by the Corporation's engineers. However, this shall not absolve the Consultant for the correctness of survey/ temporary or permanent Benchmarks.

10.0 Consultant not to dispose off soil etc.:

The Consultant shall not sell or otherwise dispose off or remove except for the purpose of this contract the sand, ballast, earth, rock or other substances or materials that may be obtained from any execution made for the purpose of this contract or produce upon the site at the time of delivery of the possession of the land but also such substances materials & produce shall be the property of the Corporation & shall be disposed off in the manner & place as directed by the Corporation's Engineers.

11.0 Gold, silver, Minerals, Oil Relics, etc. found on the Site:

All gold silver, oil relics, or other minerals, of any description & all precious stones, coins, treasures relic, antiquities, & other similar things that shall be found in or upon the site shall be the property of the Corporation. The Consultant shall return the gathered things as above to the authorized representative of the Corporation.

12.0 Fencing, lighting & ventilation:

The Consultant shall be responsible for the proper lighting, fencing, guarding & taking of all the necessary safety measures for all works comprised in the contract & or the proper provision of temporary roadways, footways, guards fences, caution notices etc. as far as the same may be rendered necessary by reasons for the work for the accommodation & protection of workmen foot passenger or other traffic & of the Corporation & occupiers of adjacent villages, property of the public & shall remain responsible for any accidents that may occur on account of his failure & timely precautions. All the works & approaches shall be adequately illuminated with electric lights to the satisfaction of the Corporation's Engineers. The power & lighting connections, wiring equipment shall be subject to the inspection & passing by Electrical Inspector to GOG authorized under the Indian Electricity Act. Any additions alterations or omissions shall be got approved from the Corporation's Engineers got certified from the Electrical Inspector. Work spots such as faces of excavation of borrow pits; filling area etc. shall be adequately illuminated with floodlights to the satisfaction of the Corporation's Engineers.

13.0 Explosive procurement & storage:

Explosives, petrol, oils, fuels, &other inflammable materials shall be stored strictly in accordance with the rules of the Explosive Department.

The Consultant shall at his own expense construct & maintain proper magazines which are required for the storage of explosive & arrange for storage facilities for oils, petrol, fuels etc. for use in connection with the work. The Consultant shall at his own cost obtain the necessary license for the storage & use of explosives, oils, petrol, diesel etc. The Corporation shall not take any responsibility whatsoever in connection with the storage or use of explosives on the site, any accident occurs in the connection at site or nearby village or vicinity. All operations of the Consultant in which or for which explosives are employed shall be at the risk of the Consultant & upon his own responsibility.

14.0 Liability for accidents to persons:

14.0.1 The Consultant or sub Consultant shall indemnity the Corporation against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of Consultant or subConsultant &sustained by any workmen or other person on the employment of the Consultant or subConsultant. In every case in which by virtue of the provisions of subsection (1) of section 12 of the workman's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contactor or subConsultant in execution of the work, the Corporation will recover from the Consultant the amount of compensation so paid, and without prejudice to the rights of the Corporation under subsection 12 of the said Act, such amount will be paid back to the Corporation in 30 days, failing which the Corporation will be at liberty to recover such amount of any part thereof by deducting it from the dues by the Corporation to the Consultant under this contract or otherwise. The Corporation shall not be bound to contract any claim made against either of them under section 12, subsection (1) of the said Act, except on written request from the Consultant & upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence for entertaining such claims.

14.0.2 The Consultant and/or subConsultant named in the contract shall indemnity the Corporation against all claims based upon injury or death to any person in the employment of the Consultant or sub contactor, or to the third parties under paragraph (a) 2 or condition no.47 to the extent of any sums recovered under the insurance policy.

14.0.3 On occurrence of the accident which result on the death of workman employed by the Consultant or subConsultant, which is so serious as to be likely to result in the death of any workman, the Consultant shall within 24 hours of happening of such event intimate in writing to the Engineers of the Corporation the fact of such accidents. The Consultant or subConsultant shall indemnity the Corporation against all loss or damage sustained, by the Corporation resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by Corporation as a consequence of Corporation's failure, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

Liability for damage to woks & materials:

14.0.4 The Consultant shall during, the progress of the work, properly protect the works & the existing Ash Disposal pipelines & materials placed at his disposal or acquired for him by the Corporation, & shall remain answerable & liable for all accidents, damages. Loss etc. & shall be made good in the most complete & substantial manner by & at the sole cost of the Consultant & to the reasonable satisfaction of the Corporation's Engineers. If the Consultant fails to make good such losses, damages within the specified time given by the Corporation, the Corporation shall be at liberty to recover the amount towards such expenses fixed by the Corporation's Engineers & shall be recovered from the amount due under this contract to the Consultant.

14.0.5 Further the Consultant shall, at all times, protect & preserve all materials, machinery, equipment, Ash Disposal pipelines, allied structures such as spillway chambers, ADP, haul road and ramps etc., materials &so acquired by himself or Corporation for the execution of the work. All reasonable requests of the Corporation's Engineers to enclose or especially protect any of the above shall be expeditiously complied with at no extra cost.

14.0.6 If the Engineer considers that the work, asked for in the aforesaid Para, is not sufficiently & satisfactorily protected by the Consultant, on requests made for, the Corporation shall be entitled to arrange for such protection at his unfettered discretion & recover the cost thereof from the Consultant.

14.0.7 Until the work shall be or deemed to be taken, over as aforesaid, the Consultant shall also be liable for &shall be deemed to have indemnified the Corporation in respect of all damage or injury to any person or any property of the Corporation or of others in villages nearby, occasioned by the negligence of the Consultant or his workmen, or his subConsultant, or by defective /ill methods of working.

14.0.8 Materials, tools, machinery brought on the site of work: All materials, tools & tackles, machinery etc. of the Consultant brought to & delivered upon the site for the work shall be the time of their being so brought shall be deemed to be the property of the Corporation in its

possession to be used for the purpose of the work & for that purpose only & shall not on any account be removed or taken away by the Consultant or any other person without the permission of the Corporation's Engineers in charge, but the Consultant shall be fully responsible for & loss, destruction thereof or damage thereto. The Corporation may have a lien on such materials, tools, tackles, machinery for any sum or sums which may at any time prior to the completion of the works be or owing to the Corporation by the Consultant, under in respect of & dispose of any such materials, tools. Tackles, machinery in such a manner as the Corporation may think fit & to apply the proceeds in or towards the satisfaction of such sum or sums due or owing as aforesaid but subject to such lien & power of sale & disposal such surplus materials, tools, tackles, machinery shall belong to the Consultant & may be removed & disposed off by him as he may think fit.

15.0 Access to site & work on site:

The Engineer or his authorized representative may if he considers fit from time to time enter upon any lands which may be in the possession of the Consultant under this contract, for the purpose of executing any work not included in this contract & may execute by other Consultants at his opinion & the Consultant shall in accordance with the requirements of the Engineer, afford all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any other Consultant employed by the Corporation & his workmen or for the execution on or near site of the works not included in the contract. The Consultant shall not be entitled for any extra claims on such executions.

16.0 Inspection of Works:

The Corporation's Engineers or their authorized representatives shall have at all times power to inspect the works, wherever in progress, either on site, on the Consultant's premises in connection with this contract. Further, the Consultant shall not allow any person other than Corporation's Engineers or their authorized representatives to the work sites. The Consultant shall, during working hours, maintain supervisors of sufficient training & experience to supervise the work as a whole. All orders & directions given to such supervisors or other staff shall be deemed to have been given to the Consultant. Further the Corporation may by due notice, desire a high ranking member of the supervisor staff of the Consultant to be present on any specified inspection & the Consultant shall comply with such directions.

17.0 Action & compensation payable in case of Bad Work:

If at any time before the refund of Security Deposit to the Consultant it appears to Gujarat Energy Transmission Corporation's Executive Engineers or subordinate and / or any authorized officer of the Corporation that the work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or any materials or articles provided by him are unsound or of quality inferior to that contracted as specified in the Technical Specifications or otherwise not in accordance with the contract, it shall be lawful for the Gujarat Electricity Corporation to intimate that the works , materials, articles which may have been inadvertently passed, certified & paid to the Consultant. The Consultant shall be bound to rectify or remove & reconstruct the said work so specified at his own charge & cost & in the event of being failure

to do so within specified period by the Corporation, the Consultant shall be liable to pay compensation at the rate of 1% per day on the amount of the estimate for the specified work. For the period up to 10 days this shall be attended by the Consultant else the Corporation shall get these rectifications at the risk & expense in all respects of the Consultant. Any levy of GST on such compensation payable to GETCO shall be on Consultant's account.

18.0 Cleaning up:

18.0.1 The Consultant shall at all-time keep the construction areas & his labour colony & storage areas free from accumulation of waste, or rejected materials.

18.0.2 Prior to the completion of the work the Consultant shall remove all rubbish from & about the premises, & tools, tackles, machinery, left out materials consumable, rejected materials, scaffolding etc. which are not the part of the permanent work/structure. The premises will be left fully satisfactorily to the Corporation's Engineers/representatives; thereafter only the completion certificate will be issued.

19.0 Consultant's inventory of equipment & machinery:

The Consultant shall prepare & maintain an inventory of all machinery, equipment, temporary rolling stock, and plant purchased or hired for the use of this contract's execution.

19.1 Progress Schedule:

Consultant shall furnish a Construction Schedule on receipt of LOI or Work Order whichever is earlier, in quadruplicate, indicating the date of start, the monthly progress expected to be achieved & anticipated completion of each major items of the work under this contract & procurement of equipment, machinery & other materials. The schedule should be such as is practicable of achievement the whole work in the time limit & of the particular items on due date specified in the contract & shall have the approval of the Corporation's Engineers. Detailed schedules for each working season showing the progress month by month to be achieved is to be submitted to the Corporation. The Corporation is empowered to ask for more detailed progress schedule week by week for any item or for all items & the Consultant shall comply when asked for.

19.2:The Corporation shall have, at all times the right without in any way violating this contract, or forming grounds for claim to alter the order of the works or any part thereof & the Consultant shall after receiving such direction proceed in the order directed. The Consultant shall revise the progress schedule accordingly & submit to the Corporation in four copies.

19.3: The Consultant shall furnish sufficient machinery, equipment, labourers & materials shall work for such hours & shifts as may be necessary to maintain/achieve the progress of the scheduled, after getting written permission of Engineer In Charge.

19.4 The progress schedules shall be in the form of bar charts, statements &/or reports as may be necessary & directed by the Corporation's representatives.

19.5.1 Unsatisfactory Progress: In the case of unsatisfactory progress by the Consultant not proceeding as per the Scheduled Programme approved by the Corporation, suitable actions shall be taken in accordance with Clauses No. 3 & 4 of the booklet prescribed by the Corporation for ``Tender & Contract for Works''.

Recoveries:

Recoveries due from the Consultant, up to the end of the month previous to the one in which the bill is prepared shall be made from bills approved for payment every month or at other periods when the bills are prepared, for the enlisted, but not limited to, in the order of priorities & extents. (a) Penalty, if Leviable,

Expenditure, in full, incurred by the Corporation on Consultant's behalf in labour, machinery, equipment etc.,

(c) Charges for services such as water & power supply, etc. in full,

(d) Hire charges for Corporation's or Government machinery if any,

(e) Other recoveries not specifically mentioned but recoverable.

(f) GST as applicable on recoveries due from the Consultant enlisted as above.

20.0 Date of completion:

The Consultant shall complete the whole work & hand over to the Corporation on or before the date specified in the work order. Provided always that if in the opinion of the Corporation the completion of the works shall be delayed by any change of original design or by the order of the Corporation, of any altered, modified substituted or additional works or materials omitted or by strikes, lock outs or stoppages of labour, or revolution, riots, civil or political disturbance or by the Consultant not being given possession of the site or by the Corporation taking possession of & using the site or part thereof or the works or part thereof or any part of the work or delayed supply of material by the Corporation or by the not receiving any orders, drawings, instructions or directions in time or by the suspensions if the works or by fire, flood exceptionally bad weather tempest , storm or by from unforeseen circumstances(& whether the same shall be due to any act or omission of the Corporation or its representatives) the Corporation may in the unfettered discretion thinks fit either forthwith or at a later time & from time to time not withstanding that the prescribed or extended time for completion has expired or work have been completed, extend the date for the completion of the works to such a date as deemed fit as practical & acceptable.

21.0 Subletting of contract

There will be generally no objection on the component parts if the work, being given over to responsible subConsultants but Corporation shall under no circumstances recognize this subConsultants & the responsibility of executing the work in the accordance with the conditions of contract will entirely rest on the main Consultant. However written consent of EIC shall be obtained before subletting. The main Consultant will therefore always have the very responsible

member, preferably a technical hand present on the works with power to sign all work orders issued on the site of work & to take requisite actions in the interest of efficient execution of work.

22.0 Other contracts for the suspension stoppage or curtailments of work:

If during the tendency of the contract the Engineer shall for any reason (which shall be unquestioned) whatsoever require the whole or any part of the work as specified in the contract to be suspended for any period or shall not require the whole or any part of the work as specified in the contract to be carried out at all by the Consultant, he shall give notice in writing of the fact to the Consultant who shall thereupon suspend or stop the work totally or partially as the case may be. In any case except as provided hereunder, the Consultant shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but he did not so derive in consequence of the full amount of the work not having being carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation but reason of any alterations having been made in the original specifications, drawings, designs & instructions that may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the Consultant, before receipt of the aforesaid notice, the Consultant shall be paid for such materials at the rate determined by the Corporation, provided they would have been useful for the work curtailed or stopped are not in excess of requirements are of approved quality & cannot be used on other contract works or otherwise by the Consultant &/or shall be compensated for the loss if any, that he may put to, on respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Corporation, whose decision shall be final. The Corporation may order the Consultant to suspend any work on account of bad weather; rain or storm & such other adverse climate conditions & the Consultant shall comply with the same. The Consultant shall not be entitled to any compensation for such suspensions of work.

23.0 Other Consultants:

Apart from this work, the other works connected with this work will be simultaneously going on either departmentally or through any other Consultants. The Consultants shall co-operate with others to their fullest extent & shall allow each other every facility & coordination for the execution of their works simultaneously & satisfactorily, during their action of machinery or execution of any other co-ordination works, the Consultant will have to co-operate as directed buy the Corporation's Engineers in the charge of the works. In such cases the Consultant shall not be entitled for any compensation on account of reduction or stoppage of labour force/machinery/equipment etc. In the matter of dumps, haul, roads, drainage, diversion & the like, each Consultant shall take into considerations the needs & the requirements of the other Consultants if any working in the vicinity. Further no Consultant shall take or cause to be taken any stops or action that may cause disruption, discontent or disturbance to the work, labour arrangements etc. to other Consultants. Any action, by any Consultant, which the Corporation in the unquestioned discretion may consider as infringement of the above code, would be

considered as a breach of the contract conditions & the Corporation may take such action as may deem fit against the Consultant & the action taken shall be considered as final & binding.

24.0 Speed of work:

The Consultant shall at all times maintain the speed of work to confirm to the latest operative progress schedule but the Corporation may at any time with sufficient notice in writing direct the Consultant to slow down or to accelerate any part or the whole work for any reason (which shall not be questioned whatsoever) & the Consultant shall comply with such orders of the Corporation. The compliance of such orders shall not entitle the Consultant to any claim or compensation.

25.0 Contract document & matters to be treated as confidential:

All documents, correspondence, decision & other matters concerning the contract shall be considered as of confident & restricted nature by the Consultant & he shall not divulge or allow access there to any unauthorized persons of any kind.

26.0 Access to the Consultant's book:

Whenever it is considered necessary by the Corporation to ascertain the actual cost for execution of any particular item of work, the Corporation may do so by directing the Consultant to produce the original invoices.

27.0 Interest on money due to the Consultant:

The Consultant shall not be entitled to receive the interest on the payment due to him upon measurements or otherwise or on any balance payable to the Consultant. Also, Consultant shall not be allowed to relate it with the progress of work at site in any case.

28.0 Measurements to be provisional & subject to correction:

Every measurement for running payment on account of work done shall be subject to adjustment or final measurements. In case there is disagreement between such intermediate & final measurements, the latter shall prevail.

29.0 R. A Bills:

The Consultant shall submit his R/A bill every month, which shall be processed in reasonable time after checking and recording the MB. The Consultant shall be responsible to submit R/A bills well in time and shall depute his representative for joint checking of the measurements; so that the bills can be processed in time. The Consultant shall take due care in this regard, failing to which consequences will be up to him.

30.0 Breach on part of Corporation not to annul contract:

No breach or non-observance on the part of the Corporation of any the agreements contained

herein, shall annul this contract of discharge the Consultant from the observance & performance

thereof, or of any part thereof, but on application by the Consultant & in the unfettered discretion of the Corporation an extension of time may be given to the Consultant in respect of such breach or non-observance by the Corporation.

31.0 Labour conditions:

31.1 The contactor shall comply with the labour laws laid as may be current & shall furnish the returns & information as may be specified from time to time.

31.2 The Consultant shall as far as possible obtain his requirements of labour, skilled & unskilled from the local areas.

31.3 The Consultant shall pay wages as per the latest circulars applicable at the times for the minimum wages to be paid to unskilled, semiskilled & skilled labour prescribed by the Govt. of Gujarat.

31.4 The Corporation shall have the authority to remove from the work site any person, who may be considered unfit or undesirable & no responsibility shall be accepted by the Corporation for any delay or extra expense caused towards the completion of the work by such removal.

31.5 If Govt. declares a state of scarcity or famine to exist in any village situated within 10 Km. of the work site then the piece worker or Consultant shall employ upon such parts of work, as are suitable for unskilled labour any person certified by the Corporation or by any person to whom the Corporation has authorized, & shall pay the minimum wages as fixed by the Govt. of Gujarat in this behalf. Any dispute that may arise in the implementation of the clause the decision of the Supdt. Engineer (civil) shall be final & binding.

31.6 The Consultant shall provide reasonable facilities to the labour employed by him. The usual facilities are weather proof shelter for rest & meal, supply of whole some drinking water, facilities for obtaining food, reasonable washing & sanitary facilities, special facilities for women workers, suitable residential accommodation, general sanitation & health measures etc.

31.7 The implementation of any & all provisions of this clause in no way entitles the Consultant to claim in this contract.

32. Local Laws:

31.1 All local laws in force at the time entering into the contract & those enacted there after shall be binding on the Consultant & he shall abide by the same.

All import duties, sales tax & other local taxes shall be borne by the Consultant & they shall be deemed to have covered by this quoted rate.

33. Performa returns:

The Consultant shall maintain proforma, charts & details regarding machinery, equipment, materials labour, personnel & other matters as may be specified by the Corporation time to time.

34. Maintenance:

The Consultant shall maintain the works under contract for a period of one year from actual date of completion and during this period all maintenance expenditure incurred shall be borne by the Consultant.

35. Insurance:

The Consultant shall procure, or arrange for the Sub Consultant to procure insurance coverage in amounts approved by the Corporation & sufficient to protect against the following risks arising out of the work. Accidents & professional & non-professional sickness of all labourers & personnel engaged in the work as required by Law pursuant to Workmen's Compensation Act, 1923 or Revised version thereof. Injury or death to third parties including without limitation injury or death caused by any of the construction aids or vehicles or rented machinery, equipment used by the Consultant or subConsultant whether at the site or elsewhere. Damage to Consultants tools machinery construction equipment form works, scaffolding materials etc. due to floods, earthquake or any such cause. Damage to the existing permanent structures of the Corporation & nearby villages, equipment of the Corporation or of the co-Consultants working in the area for other works.

All the above conditions referred for the insurance cover, shall be in effect from the date of commencement of the work until the Corporation has accepted the work. In the policies covering the insurances referred to above, the Corporation, Consultant & the subConsultant shall be as co-ensured where possible.

The cost of insurance shall be borne by the Consultant.

36. Liens:

Final payment to the Consultant shall not be made until the Consultant shall deliver to the Corporation receipts in full in lieu thereof, & in either case, an affidavit that so far he has knowledge or information the releases & materials for which in lien could be filed. If any lien remains unsatisfied after all the payments are made, the Consultant shall refund to the Corporation all money that the latter may be compelled to pay in discharging such a lien, including all costs & a reasonable attorney.

37. 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 Consultant, the Owner shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Consultant 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 heave o 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 Consultant 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 Consultant (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 Consultant with the owner or GUVNL or any of its subsidiary companies.

b) It is an agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the owner till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator or competent court, as the case may be, and the Consultant 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 moy be duly notified to the Consultant."

38. Relationship with employee: -

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

“If any bidder company/firm, the interest (i.e., Shareholding in Company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in Section 2(77) of the Company’s act 2013 is 10% or more, the tendering Company will not deal with such Company/Firm at all.

Tendered therefore, must specifically disclose this fact in his technical bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company.

39. Conflict of Interest among Bidders/ Agents

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

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of

them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder;

e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/ foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders, as above.

_____SECTION –D

TECHNICAL & SCOPE OF WORK :

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THESE PRESENTS that we,_____By this SAFETY CUM INDEMNITY BOND Executed on this____Day of_____.I/We Having Registered Office Gondal (herein after called "THE CONSULTANT" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no. __Dated_made between__GETCO 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT do hereby undertake to follow the guidelines as per Annexure-A prepared by the GETCO.

Further we the CONSULTANT 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 CONSULTANT 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 CONSULTANT further agrees to the given terms and conditions:

a. That the CONSULTANT 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. CONSULTANT.

b. That the CONSULTANT 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 CONSULTANT 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 CONSULTANT is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONSULTANT .

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 CONSULTANT 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 CONSULTANT to the OBLIGEE.

e. That the CONSULTANT 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 CONSULTANT .

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, Consultant / agency is hereby agreed to pay the penalty amount as given below:

a. 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, Consultant / agency is hereby agreed to pay the penalty amount as given below:

Sr.No	Amount of Contract in Rs.	Penalty amount
1	Up to 1Lac	Rs.5000/- plus GST as applicable
2	Above1Lac to 10Lacs	Rs.40000/-plus GST as applicable
3	10 to 100 Lacs	Rs.100,000/- plus GST as applicable
4	>100Lacs	1.0%of contract value plus GST as applicable

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

c. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the CONSULTANT's application after the Consultant 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).

d. 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 CONSULTANT 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.

e. GST as applicable on Penalty amount shall be borne by the Consultant and the Consultant agrees to pay/ reimburse the same. (TO BE INCORPORATED IN SAFETY CUMINDEMNITY BOND)

(Signature with seal of The CONSULTANT)

In the presence of:

1.

2.

CONTRACT AGREEMENT

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

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

WHEREAS the aforesaid GETCO has accepted the tender of the aforesaid Consultants 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 Consultants 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 Consultants 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 Consultants 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 Consultant as aforesaid the Board doth hereby covenant with the Consultant to pay all the sums of moneys as and when they become due and payable to the Consultants 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 Consultant of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order No. _____ _____.

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

and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and Consultant's offer opened on dated ___/___138/2026
2. GETCO order No. Dtd. ____ / _____/ 2026
3. Consultant's acceptance of order vide letter no. _____.
4. Consultant's Partnership Deed Dtd. _____.
5. Consultant's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

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

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

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

_____

Address: _____

_____

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

i) _____ (Signature)

_____

_____

ii) _____ (Signature)

_____

_____

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

For and on behalf of Gujarat Energy Transmission Corporation Ltd., Gondal

In the presence of name, Full address and Signature:

(1)_____

_____

(2)_____

_____

ON RECENT STAMP PAPER OF RS. 300/-

To,
The Superintending Engineer
Gujarat Energy Transmission Corporation Ltd
Transmission Circle Office,
Power House Compound
Gondal-360311

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

FORM OF BANKER'S UNDERTAKING

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

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

L.O.I No._____ dated _____

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

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Gujarat Energy Transmission Corporation Limited. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs._____. (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee), all

rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of the Bank's Authorized Signatory with Official Round Seal

NAME OF DESIGNATED BANKS:

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

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. Bank Guarantee number and date to be written on every page of Bank Guarantee & its extension.

2. If B/G amount is more than Rs. 50,000/-, kindly take sign of Two Bank Officer with their respective Employee Code No.

3. Valid confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.

4. Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.

5. Round seal and signature of two Bank Officers with name & sign code should be affixed on every B/G paper.

(E) APPENDICES

Gujarat Energy Transmission Corporation Ltd.

APPENDIX –I
TENDERER'S EXPERIENCE

A List of Similar jobs executed by the Consultant &Name with address of a Person whom reference can be made, by the Corporation, if required necessary.

[Tenderers shall submit the information in the Format detailed here under]

Sr. No	Description of Work	Value Of Work Executed Rs.	Construction Period as per Contract	Actual Construction Period for the Completion of the work	Date Of Completion	Client	Persons to whom Reference may be made	Principal Features
1	2	3	4	5	6	7	8	9

Consultant's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place:

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – II
WORKS TENDERED / IN HAND

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

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

Consultant's Representative legible signature: _____

Name of the person: _____

Seal of the company Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

GETCO
APPENDIX-III
TENDERER'S DETAILS OF PERSONNEL

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

[Tenderers shall submit in the Format detailed here under]

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

Consultant's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-IV
TENDERER'S DETAILS OF MACHINERY

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

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

Consultant's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-V

PERFORMA, SHOWING THE DETAILS OF SITE VISIT DONE BY AGENCY BEFORE QUOTING THE TENDER.

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

Consultant's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – VI

Qualification Requirement.

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

Sr No:	List of Documents	
1	Registration	Class – with valid up to
2	P.F. No.	GJ/
3	Partnership deed/Proprietor (Notarized copy)	
4	Power of Attorney (Notarized copy)	
5	Bl. Sheet / P&L A/C, Statement of last three years.	
6	Latest Solvency certificate.	Rs. Lacs issued by Bank, branch dtd.
7	**GST Registration No.**	
8	PAN NO	
9	Experience certificate – form 3A of last 5 years (minimum value of similar work done should be equal to or more than 50% of estimated cost	

Signature of Tenderer Company's Round Seal

Date:

Place

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – VII
Qualification Requirement.

Consultant must fill up below details

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

Signature of Tenderer Company's Round Seal

Date:

Place

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-VIII

Bio-data of key personnel proposed to be deployed for the Assignment

Sr. No.	Category	Name of Persons with Designation with proposed area of involvement	Qualification	Experience in Consultancy	Total Experience in Power sector	Major Projects handled in past with responsibility
1	Team Leader					
2	Expert in legal matter					
3	Environment expert					
4	Other Support staff					

Consultant's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

On the letter head of the firm/company)

ANNEXURE-14

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

Sub: Undertaking in regard to Stop Deal/ Banned for Business dealing/ Black List thereof

Ref: Tender Notice No -

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

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

Seal of the Firm Signature of the Tenderer

Application for refund of EMD

(TO BE SUBMITED ON FIRM'S LETTER HEAD IN PHYSICAL)

APPENDIX - IX

To,
Superintending Engineer (TR),
Transmission Circle,
GETCO, Gondal.

Sub :- Application for refund of EMD.

Respected sir,

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

Tender No.	
Tender ID	
Name of work / Subject	
EMD mount	
EMD DD No., Date & Name of Bank	
Name of bidder	
Contact No	
E mail Address	
Bank detail for RTGS into which EMD is required tobe refunded.	

Thanking You,

Faithfully Yours,

(Name and Seal of bidder)

Format for LOI Letter of Acceptance

APPENDIX - X

(To be submitted on firm's letter-head. Duly stamped & signed)

Ref. No. Date :

To,
Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd
Circle Office, **Gondal**
Gondal – 360311

Sub: **Latter of acceptance of LOI**

Ref: AT/LOI No: _____ , dated _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the **Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle**.'' We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,
Yours faithfully,

for _____

(Authorized Signature)
Designation _____
(Official Stamp)

APPENDIX – XI

Sub. : **Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle**

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

a) I/ we, the undersigned, have read and understand the Tender Specification No. **138/2026** for Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle Complete with the entire Tender Terms and Conditions.

b) The price in the bid is firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.

c) I/We declares that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

d) GETCO may use your submitted documents in future tender work within GETCO as per document validation for which I/We have no any objection.

Signature of Authorized representative
of Company / Agency NAME: _____
STATUS: _____
Name of BIDDER

APPENDIX - XII

Tender for Work of _____

Tender No.138/2026 Due On:

CERTIFICATE – "A"

I / We_____ authorized signatory of M/s._____hereby Certify that M/s._____ is not related with other firms who have submitted tenders for the same work under this inquiry / Tender.

Seal of the Firm **Signature of the Tenderer**
Place: **With Designation.**

Date:

APPENDIX - XIII
Declaration of Conflict on Interest

To
The Superintending Engineer,
Transmission Circle Office, Gondal
Power House Compound,
Station Plot,
Gondal – 360311.

Ref: Tender Notice No: 138/2026

With reference to above your tender Notice No. 138/2026
For the work of Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle

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

Yours Faithfully,

(Signature of the Tenderer)

APPENDIX - XIV

Declaration of Relationship with employee

To
The Superintending Engineer,
Transmission Circle Office, Gondal
Power House Compound,
Station Plot,
Gondal – 360311.

Ref: Tender Notice No: 138/2026

With reference to above your tender Notice No. 138/2026

For the work of Appointment of Land Valuers for Engagement of IBBI Empaneled Land Valuers for assessment of Fair Market value of land for erection of 66KV, 132 kV, 220 kV and 400 kV under construction transmission lines under Construction Division Rajkot under Gondal circle

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

Yours Faithfully,
(Signature of the Tenderer)

Price Bid

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Circle Gondal, Power House Comp, Station Plot, Gondal–360 311.
(CIN: U40100GJ1999SGC036018)
Phone No.(02825) 220121 (O)
Email: setrgondal.getco@gebmail.com
Web site: **www.getcogujarat.com**

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED					
CONSTRUCTION DIVISION RAJKOT					
NAME OF WORK: Engagement of Land Valuers for Assessment of fair market value of land in the line corridor (ROW) of GETCO's Transmission Lines under Construction Division Rajkot under Gondal Circle.					
SCHEDULE :B					
Sr. No	**Discription**	**Qty**	**Unit**	**Rates in Rs.**	**Amount**
1	**Carrying out valuation of land and preparing a detailed valuation report for land parcels situated in Various Talukas under Juridiction of Const Division Rajkot** **1) All taluka of Rajkot Dist.** **2) All taluka except Halavad of Morbi Dist** **3) Dhrol & Jodiya Taluka of Jamnagar Dist** **4) Babara Taluka of Amreli DIst** **5) Chotila & Sayala Taluka of Surendranagar Dist.**				
	66/132/220/400kV Lines	109	KM	8,500.0	926,500.00
				Add SGST 9%	83,385.00
				Add CGST 9%	83,385.00
				GRAND TOTAL	**1,093,270.00**

NOTES:

1) All rates are inclusive of scope mention in tender No extra will be paid for the same.

2) GST as per rules will be applied & same shall be reimbursed on production of proof of such payments made by the Consultant to the appropriate department.

3) Proof of payment of taxes made by the Consultant to the appropriate departments shall be produced to Gujarat Energy Transmission Corporation failing which appropriate amount shall be withheld on getting information / instruction from the concerned departments

SUPERINTENDING ENGINEER
GONDAL

Regd. Corporate Office: GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007
Corporate Identity No. (CIN): U40100GJ1999SGC036018 Phone: (0265) 2310582-86, Fax: (0265) 2337918, 2338164, Web site: www.getcogujarat.com

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED				
CONSTRUCTION DIVISION RAJKOT				
NAME OF WORK: Engagement of Land Valuers for Assessment of fair market value of land in the line corridor (ROW) of GETCO's Transmission Lines under Construction Division Rajkot under Gondal Circle.				
Sr No	**Name of line**	**Line Length in RKM**	**Taluka**	**Dist**
1	66KV D/C Kotda Sangani (220kV) - Ardoi Line	1.500	KotadaSangani	Rajkot
2	Conversion of 66KV S/C Kotdasangani - Sardhar	18.000	KotadaSangani, Rajkot	Rajkot
3	66KV LILO to Balsar from Exi 66KV Makhavad-Bediya Technocast line	2.250	Lodhika	Rajkot
4	66KV LILO Rajpipla S/S from Exi. 66KV Lodhida - Hodathali line	4.500	KotadaSangani, Rajkot	Rajkot
5	66KV LILO to 220KV Rangpar SS from Exi. 66KV S/C Khirai-Vaghpar line partly by D/C on M/C with panther Conductor & partly by 66KV D/C on M/C Tower hot line stringing work on Exi 66KV Rangapar-II - Gala line	6.100	Morbi	Morbi
6	220KV Both CKT LILO to 220 KV Rangpar SS from 220KV D/C Nichi Mandal (Vankda) - Bhimasar (ISTS) line	0.711	Morbi	Morbi
7	220KV LILO to 220 KV Kotada Sangani SS from 220KV S/C Gondal - Kamlapur line	0.979	Kotada Sangani	Rajkot
8	66KV LILO to Jayva S/S from exi. 66KV S/C Dhrol (132KV) - Liyara Dog line	0.500	Dhrol	Jamnagar
9	66KV S/C Hadmatiya - Bhutkotda line	13.250	Tankara	Morbi
10	Existing 66KV Sartanpar - Ratavirda LILO at Paneli, the LILO point is to be removed	1.150	Wankaner	Morbi
11	Prop. 66KV D/C Jetpar - Shapar II (Industrial) line	0.150	Morbi	Morbi
12	Prop. 66KV LILO to Haripar(Kerala) S/S from existing 66KV D/C on M/C Rangpar II - Galal line	0.500	Morbi	Morbi
13	Prop. 66KV LILO to Nasitpar (Bhimnath) S/S from existing 66KV S/C Lajai - Chachapar (DOG) line	0.400	Morbi, Tankara	Morbi
14	Approx 58.15 KM order is not given to Ronak Rangani IBBI Valuer. Hence, This Qty is considered.	59.010	Under Juridication of Const Div Rajkot	
	Total KM	109.00		
	Per KM Rate as per ZOL Approval Letter :- GETRZ/0029/08138/2026 Date: 06-08-26	8500.00		
	Total Amount	**926500.00**		

Add SGST 9%	83385.00	
Add CGST 9%	83385.00	
Total Amount	**1093270.00**	

Note:-

1) To ensure the expedited execution of the work across the districts and in recognition of the project's critical nature and exigency, the tender has been published in district wise to facilitate simultaneous implementation.

2) Detailed BOQ with the details of corridor width, voltage level and approximate number of surveys are attached under "Buyer uploaded Tender document".

3) It may be mentioned here that approximate number of surveys are being provided for reference only and no extra amount shall be payable in case of any change in number of surveys provided in this bid.

4) Modalities of preparation of details of land valuation to be submitted shall be in line with the requirements of MRC chairperson / Government of Gujrat & same will be informed to successful bidder after the award of contract.

5) Successful bidder has to determine the fair & just market price based on the standard methodology provided by IBBI as per best practices under national /international standards.

6) Successful bidder has to submit their independent valuation report in sealed envelope to District Collector with forwarding letter of GETCO in presence of GETCO representative.

7) GETCO representative shall accompany the valuer during the site survey.

8) In case of site/land is not accessible due to force majeure or ROW issue, details of such hindrance shall be duly recorded on hindrance register which shall be jointly signed by agency and GETCO representative.

9) Under the subject contract, bidders have to provide the market valuation of land only

10) Agency has to carry out site survey for the determination of market rate of land and shall provide geotagged photographs of site survey. Further agency shall also interact with local revenue authority as per requirement of work and shall keep the record of visits / discussions.

11) Successful bidder shall be provided the details of Land Plan Schedule, details of survey & kml file after the award of contract.

12) The appointed valuers shall submit their independent valuation reports directly to the District collector in a sealed cover within 21 days from the date of their appointment by the Committee. (As per GOG Tharav GR-dt-04.07.26)

SUPERINTENDING ENGINEER
GONDAL

CERTIFICATE

I/we am / are ready to carry out the above work …… % above/below, (In word …… % above/ below) of schedule rate of GETCO.

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