GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
Gujarat Energy Transmission Corporation Ltd.
ગુજરાત સરકારનું સાહસ Government of Gujarat Undertaking
CIRCLE OFFICE JUNAGADH
Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.
E-mail: setrjunagadh.getco@gebmail.com

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE JUNAGADH
Tender Notice No. TCJND/2026-27/N-95

TENDER SPECIFICATION

FOR

NAME OF WORK: Bi annual up keeping & housekeeping of Control Room, Switch Yard & adjoin office area at 220 kV Motipaneli Sub Station and 132kV Bhayavadar Sub Station of Dhoraji AM Division under Junagadh Circle.

Technical Bid (All relevant documents) and Price Bid both must be submitted online only. No physical bid accepted. Payment of Tender Fees/E.M.D. can be accepted by RTGS/NEFT/Online Only.

IMPORTANT NOTE:

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

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

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

બિડરે જરૂરી તમામ ડોક્યુમેન્ટ સર્ટિફિકેટ ડિકલેરે શનસ્ટેટમેન્ટ અને અન્ય માહિતી તેની મૂળ ઓનલાઇન બિડ સાથે , બિડ રજૂ કરવાની નિર્ધારિત તારીખ અને સમયની અંદર સબમિટ/અપલોડ કરવાની રહેશે.

બિડર આવા તમામ દસ્તાવેજોની સંપૂર્ણતા , ચોકસાઈ , વાંચી શકાય તેવા સ્વરૂપ અને માન્યતાની ખાતરી કરવા માટે સંપૂર્ણપણે જવાબદાર રહેશે. બિડનું ટેકનિકલ/ક્વોલિફિકેશન રિક્વાયરમેન્ટ (મૂલ્યાંકન માત્ર બિડ સબમિટ કરવાની નિર્ધારિત છેલ્લી તારીખ અને સમય પર અથવા તે પહેલાં , બિડર દ્વારા તેની મૂળ ઓનલાઇન ઓફરના ભાગ રૂપે સબમિટ/અપલોડ કરાયેલા ડેટા / વિગતો / દસ્તાવેજોના આધારે જ હાથ ધરવામાં આવશે.

બિડ સબમિટ કરવાની નિર્ધારિત છેલ્લી તારીખ અને સમય પછી , બિડરની પાત્રતા ક્વોલિફિકેશન રિક્વાયરમેન્ટ (ટેકનિકલ લાયકાત અથવા અનુભવ સ્થાપિત કરવા કે સુધારવા માટે કોઈ નવો વધારાનો સબસ્ટીટ્યુટ કે રિપ્લેસમેન્ટ ડોકયુમેંટ સ્વીકારવામાં કે ધ્યાનમાં લેવામાં આવશે નહીં.

GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
Gujarat Energy Transmission Corporation Ltd.
ગુજરાત સરકારનું સાહસ Government of Gujarat Undertaking
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PART – I

GENERAL TERMS & CONDITIONS

Tender Notice No. TCJND/2026-27/N-95

INDEX

Sr. No.	Document	Document Code
1.	Name of work, Qualifying Requirements	QR
2.	Terms & Conditions	
	Special Condition Of Contract	SC
	Scope of Work	SOW
	Instruction to Bidder	ITB
	General Conditions of Contract	GCC
	Additional General Conditions	AGC
	Labour, Safety & other Conditions	LSC
3.	Annexure & Performa	
4.	Schedule B	SCH

GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
Gujarat Energy Transmission Corporation Ltd.
ગુજરાત સરકારનું સાહસ Government of Gujarat Undertaking

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E-mail: setrjunagadh.getco@gebmail.com

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, JUNAGADH

TENDER NOTICE No: _ **TCJND/2026-27/N-95**

Superintending Engineer, Junagadh invites for the work "from "**Bi annual up keeping & housekeeping of Control Room, Switch Yard & adjoin office area at 220 kV Motipaneli Sub Station and 132kV Bhayavadar Sub Station of Dhoraji AM Division under Junagadh Circle" registered Contractors in appropriate class with GETCO/ State Govt. / Central Govt. / Railway / Semi Govt. in E2 or above class** and who had carried out similar work & 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.

The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, 66kV Zanzarada SS Compound, opp. Nandbava Gaushala, Dhandhusar Road, - Zanzarada (Junagadh)

"NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

Sr. No.	Tender Notice No.	Name of work	Estimated Cost (Rs.)	Time Limit	Tender Fee amount Rs.	EMD amount Rs.	Appropriate Class
1.	TCJND/2026-27/N-95	**Bi annual up keeping & housekeeping of Control Room, Switch Yard & adjoin office area at 220 kV Motipaneli Sub Station and 132kV Bhayavadar Sub Station of Dhoraji AM Division under Junagadh Circle**	**1360112.00** +18.0% GST **244820.16** = **1604932.16**	2 Year	1000.00+ 18%GST 180= 1180.00	20000.00	E2 & Above
	In Words: Rs. Ten Lacs Eighty-Four Thousand Seven Hundred Fifty-Six Rs. And Eleven Paise Only						

1	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory) Technical Bid and Price Bid	09.12.2026
2	Date of opening of Tender fee, EMD, and technical bid online opening at 16.30 Hours.(if Possible)	09.12.2026
3	Tentative Date of on – line opening of Price bid	Will be inform later

EMD shall be accepted through RTGS/NEFT/Online in favour of "GETCO, Junagadh" forwarded with the tender. Tender shall not be considered without EMD/tender fee and uncompleted in any respect. Any legal dispute subjected to the jurisdiction of Junagadh Court only. Undersigned reserves the rights to reject any one or all tenders without assigning any reason whatsoever.

The tender will be downloaded from n-procure web site.

SPECIAL IMPORTANT INSTRUCTION TO THE TENDERER:

1. All the relevant documents as per requirement of the tender to be submitted online i.e. Technical bid, Qualification requirement data, detail specification except Tender Fee plus GST as applicable, EMD Otherwise the offer will not be considered and no any further communication in the matter will be entertained.
2. Any deviation found in Data/Details/Documents in on line offer (e-tendering) submitted documents (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.
3. It is mandatory for all the bidders to submit their tender documents by on-line (e-tendering) in schedule time.
4. Bidders are requested to remain in touch with the web site for any amendment/ corrigendum or extension of due date etc.
5. The Earnest Money Deposit and tender fee plus GST as applicable will be accepted by NEFT/RTGS/Online payable at Junagadh drawn in favor of "**GUJARAT ENERGY TRANSMISSION CORPORATION LTD.**" Tender without EMD and tender fee plus GST as applicable shall be rejected.
6. 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.
7. **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.

8. Evaluation of Online Offer:

"Tender shall be evaluated on the basis of the Data / Details / Documents forming part of the original online offer submitted/uploaded by the Bidder on or before the stipulated last date and time for submission of the bid.

No new, additional, substitute or replacement document submitted after the stipulated last date and time for submission of the bid shall be considered for establishing or improving the eligibility, Qualification Requirement (QR), technical qualification or experience of the Bidder.

Clarification, if any, shall be governed strictly by Clause No. 6 of the Tender Document and shall not result in any change or improvement in the substance of the original bid."

9. **Online Annexures and Supporting Documents:**
"Bidders shall fill all online Annexures, wherever required, and shall upload all supporting authentic documents as specified in the Tender Document.

The Bidder shall ensure that all documents required for establishing eligibility, Qualification Requirement (QR), technical qualification and experience are duly uploaded/submitted along with the original online bid within the stipulated date and time for submission of the bid.
The responsibility for submission/uploading of complete and valid documents required under the Tender Document shall rest solely with the Bidder.

In case any required Data / Details / Documents are not submitted/uploaded with the original online bid, the same shall not subsequently be accepted or considered for establishing or improving the eligibility/QR, except for clarification strictly within the scope permitted under Clause No.7

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."

10. The Performance Certificate / Certificate of Satisfactory Completion submitted against the qualifying work experience shall be issued by the competent authority of the organization for which the work was executed, as under:
    a. 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.
    b. 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.
    c. 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.
    d. 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.
    e. The Tender inviting authority reserves the right to verify the authenticity of the Performance Certificate / Certificate of Satisfactory Completion and the particulars stated therein from the concerned client organization.
    f. Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc.

11. **Suitable payment option can be selected for Tender Fee & EMD. Amount should be paid either by RTGS/NEFT/Online.**
payment through RTGS/NEFT/Online bidder has to mail following details:

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

Mail To,

1. aojunagadh.getco@gebmail.com
2. cashierjunagadh.getco@gebmail.com
3. cashier.junagadhcircle@gebmail.com

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

Any technical questions, information and clarification that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer, Gujarat Energy Transmission Corporation Limited. Circle office Junagadh.**
GETCO reserves the right to reject any OR all tenders without assigning any reasons thereof.
Yours faithfully,

Superintending Engineer
Circle office GETCO Junagadh
To view the PDF file please use "Acrobat Reader" software which can be downloaded from 'Adobe" website.

Download Tender Documents in (PDF Format) which consists of:
Part-I: Commercial Terms & conditions
Part-II: Technical specifications & GTP'S, Schedule "A" indicating the quantity & drawings if any.
To view the PDF file please use "Acrobat reader" software which can be downloaded from "Adobe" website.
Note:
In case bidder needs any difficulty in accessing/submission of on line bid/ clarification or if training required for participating in online tender, they can contact the following office:
(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Infotower, S.G.Road,
Bodakdev Ahmedabad-380054 (Gujarat)
Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525),
Phone No. 079-26857315/316/317,
Fax: 079-26857321/ 40007533, Email: nprocure@gnvfc.net

GETCO Junagadh Circle Beneficiary Bank Detail Is As Under

1	Name of Account Holder	THE SUP ENG (TRANS) GETCO TR CIRCLE NON OPERATIVE A/C
2	Account Number	66000382476
3	Name Of Bank	STATE BANK OF INDIA
4	Branch Code	60445
5	Address Of Bank	ZANZARDA ROAD - JUNAGADH
6	IFSC Code	SBIN0060445
7	PAN No.	AABCG4029R
8	TAN No.	RKTG00895G
9	GST No.	24AABCG4029R2ZC

Payment of Earnest Money Deposit (EMD) and Tender Fee should be accepted by RTGS/NEFT/Online only along with Tender. Also submit bank payment proof i.e. Bank statement. If possible, please inform to our Account Department for the said payment through phone/email for verification.

1. **Payment of Tender Fee**
   - Payment of Tender Fees can be accepted by RTGS/NEFT/Online.
2. **Payment of Earnest Money Deposit (EMD)**
   - Payment of Earnest Money Deposit (EMD) can be accepted by RTGS/NEFT/Online.
3. **Documents with Bid submission**
   - **Bidder has to upload scanned copies of original (Notarized/ Self attested copies of original – as specified in tender documents) documents with bid and no physical documents to be called from bidder.**

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

GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
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E-mail: setrjunagadh.getco@gebmail.com

Qualifying Requirement

Bidder has to upload scanned copies of original (Notarized/ Self attested copies of original – as specified in tender documents)

(Technical Bid) Following documents to be submitted On-line

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

2 **Solvency:**
Latest bank solvency certificate from any Nationalized/Scheduled Bank of a sum of minimum 20 % of the estimated cost shown in the tender.

3 **Provident Fund Code:**
The bidder should submit the certified copy of provident fund code number towards firm registered with Regional P. F. Commissioner.

4 **PAN CARD:**
The bidder should submit the attested Xerox copy of PAN Card of their firm.

5 **GST registration:**
The bidder should submit the GST registration.

6 **Partnership deed / Company registration :**
The Bidder should submit partnership deed/ company registration of their firm.

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

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

9 E-2 Class agencies shall be allowed to participate in up keeping tender for amounting beyond 15.0 lacs also & to be qualified subject to other tender terms & conditions.

10 **Experience :**
Bidder shall have experience for similar type of jobs / nature of work or shall have experience to work in live switchyard and satisfactory completion certificate from respective department should be submitted. **(New agencies must submit to qualify)**

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

12 **Performance: Tender technical bid will be not open of contractor which have poor performance for work order of "Bi annual up keeping & house keeping" given in past by Circle Office Junagadh.**

13. **Last Two-Year Income Tax Return Copy.**
14. **List of Tools tackles.**
15. **Declaration for Relationship with employee.**
16. **Under taking in respect of reference to NCLT under Insolvency & Bankruptcy Code. The undertaking is to be furnished by the bidder in its bid as per the format attached and shall be deemed to be part of the bidding schedule and submitted along with QR Bid**
17. **ANNEXURE- 1 to 10 (All Declaration should be submitted as duly signed copy instead of just fixing image of signature on all the declaration.)**
18. **Technical bid (All pages of TENDER i.e. technical specification & condition etc. of TENDER with stamp & signature. Also, all the annexure must duly have filled by bidder/'s)**
    - All documents should be self-attested.

Superintending Engineer,
GETCO, CO-Junagadh

Terms & Conditions

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

SPECIAL CONDITIONS OF CONTRACT

1. Work shall not be started without work permit.
2. Work permit will be given to the authorized electrical supervisor of the agency on daily basis.
3. Electrical supervisor must have minimum qualification of Diploma Electrical / ITI Technician / 2^{nd} class wireman / wireman.
4. Electrical supervisor with working experience of live switchyard of substations is preferable.
5. Tools & tackles, which are to be use should not come in the induction zone in live switch yard. Moreover, tools and tackles handles are preferably non-conductive type.
6. Excavated grass has to be removed on daily basis from GETCO premises.
7. Your vehicle will be allowed up to approach road only as per instruction of Engineer in Charge.
8. Agency is excluded from doing any work related to electrical equipment / installation, none of their workers will even touch such equipments.
9. The height of the vehicle shall not be more than 3 mtrs, while it is loaded with grass.
10. Chemical use for Anti-weed shall be approved by concerned Executive Engineer in writing before purchasing and execution of work.
11. Electrical supply and water will be provided by GETCO at free of cost for anti-weed treatment only.
12. To meet with statutory requirement, if any license is required for purchase or handling of chemical use for anti weeding treatment, the contractor/ agency shall have to be followed the rules and regulations.

13. Contractor shall have to keep all precautionary measures at site required for handling of chemicals use in anti weeding treatment.
14. Any injury / accident to manpower of agency / contractor during any work or anti weeding treat ment, required medical treatment shall be provided by the contractor on his own risk & cost.
15. Terms and conditions regarding Industrial laws minimum wages act PF and other statutory rules to be followed strictly.
16. Labour laws are to be followed strictly – labour registration workmen compensation.
17. GETCO's safety policy to be implemented strictly
18. JCB's and tractor shall not be allowed to remove the grass in live switchyard.
19. Contractor shall have to give all required medical treatment due to snake bite / insect bite to any manpower of agency.
20. Children are not allowed in live switchyard.
21. Labour camps shall not be allowed within GETCO premises.
22. Cattles shall not be allowed in GETCO premises.
23. Agency shall have to provide proof of labour/supervisor payment and PF record, along with bill.
24. Work to be carried out as per Instruction of Engineer incharge.
25. The contractor should not engage any person less than 18 years of age.
26. The contractor shall be responsible for the proper behaviors and the persons employed by him and exertions control over then. He should also be bound to presidia and prevent his employers from taking any direct or indirect interest.
27. The contractor should instruct the persons to work as per the instruction of Engineer-in-charge.
28. If contractor fails to carry out the work then board will employees the sweeper and carryout the work at the risk and cost of contractor.
29. **Recoveries: (I)** In case of any damage to equipment/machinery or structure/building of GETCO or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of E.I.C. regarding the amount of recovery shall be final and binding.
(II) If the contractor 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 contractor and the cost of execution of such work along with 15% overhead charges shall be recovered from contractor.
30. All materials, tools, tackle accessories etc. will be brought by the contractor at his own cost for above required items.
31. The Contractor shall at his own expenses extend insurance, coverage to all his employees as may be required.
32. Any damage to the sanitary voesaela property etc. will be recovered from the bill.
33. The decision of E.I.C. is final & binding to all the parties.
34. The Contractor have to work depending upon the requirement arises on account of maintenance work therefore irrespective of average quantities or requirement. In this connection no compensation is admissible on account of less quantity executed under over all period of contract of per month - less execution of quantities.
35. All the required tools and tackles are to be arranged by the contractor at his cost.
36. All the work should be carried out as per GETCO'S standard FQP and instruction of engineer in charge.

SCOPE OF WORK

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

1. Zadu, coco broom, pota (wiper) or any materials for sweeping, cleaning or long bamboo with broom for cleaning spider web from wall are to be arranged.
2. Acid, Phenyl, brushes etc. for toilet or floor cleaning are to be arranged.
3. BHC power is to be arranged to spread near to dustbin.

4. Hand cart is to be arranged for disposal of any swept material from yard to outside premises.
5. Sickle, pruning knife, billhook, scythe (Dharia) or Axe to be arranged to remove grass, Ankads, nagtalls, unwanted plants & trees from s/s or colony premises.
6. Vehicle is to be arranged for disposal of cut grass shrubs, & unwanted plants & trees from s/s or colony premises.
7. Hedge shears is to be arranged for trimming of decorative plants like mehandi.
8. First aid medical treatment due to snake bite / insect bite to any manpower of agency at site, is to be arranged.
9. Tents/camps, Water, Electrical power supply facility for labours under contractors are to be arranged by contractor outside the premises as GETCO will not allow in premises.
10. Identity card for supervisor// labours under contractor are to be arranged to enter in premises of GETCO.
11. Uniform or radium highlighted apparent is to be issued to supervisor / labours for identification.
12. Safety shoes, helmets for engaged labours are to be issued by contractors.
13. Qualification certificate of supervisor is to be submitted before commence the work.

Remark : Water will be provided by GETCO at free of cost for anti-weed treatment only.

Special Instruction to the successful bidder:

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

1) 01MAN/DAY will be counted as to engage unskilled/skilled labour for 8 hrs.
2) Contractor should check past history of supervisor / labours before engage in work. They should not have any criminal record & suffering from any serious / allergenic disease.
3) Engaged supervisor / labours should be age between 18years to 60years.
4) All supervisor / labours are to be entered in premises of getco, should made entry in security register at Entrance / Gate daily.
5) Only authorized supervisor / labours will be allowed in premises as per contractor's authorization letter & identity card.
6) Work shall not be started without work permit.
7) **Work permit will be given to the authorized electrical supervisor of the agency on daily basis.**
8) Work of grass cutting will not be allowed in any case without Electrical supervisor.
9) Safety helmets & shoes are mandatory to wear for labours / supervisors while grass cutting.
10) Contractor has to maintain muster of his labours & staff at site & any activity related to MANDAYS should be regularly maintained in it & signed by Engineer in Charge daily.
11) Contractor has to maintain daily progress register at site, progress should be invariable entered on daily basis & signed by Engineer in Charge.
12) Up keeping contract of Switch Yard, office, colony etc. area of EHV S/S, separate work permit will be issued From C/R.
13) For up keeping contract of Switch Yard, office, colony etc. area of EHV S/S, nominated engineer by Executive Engineer will be solely responsible to supervise the activity & record the bill, progress register & muster will be invariable signed daily by contractor's supervisor & EIC.
14) All the persons engaged by the contractor shall be on his pay roll and be paid by him and corporation will have no any liability in this regard.
15) The contractor shall be responsible for the proper behaviors of the persons employed. He should also be bound to prohibit & prevent his employees from taking any direct or indirect interest.
16) The contractor should instruct the persons to work as per the instruction of E.I.C.

17) Either the contractor or his authorized representative or his supervisor shall invariably remain present on the site of work when work in progress. In absence of labour/sweeper at site, a token penalty of **Rs.300/- per day** shall be levied to the contractor. For the planned work of grass cutting, no labours should allowed to work without his presence.

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

ANNEXURE FOR GRASS CUTTING & ANTI WEEDING TREATMENT

For Grass Cutting

SR.NO.	SUB STATION VOLTAGE CLASS	MAX. TIME LIMIT FOR EACH FREQUENCY OF GRASS CUTTING	FREQUENCY PER YEAR FOR GRASS CUTTING
	S/S & COLONY		
01	400KV	04 WEEKS	02 TIMES PER YEAR
02	220KV	03 WEEKS	02 TIMES PER YEAR
03	132KV	02 WEEKS	02 TIMES PER YEAR
04	66KV	01 WEEKS	02 TIMES PER YEAR

For Anti weed Treatment

SR.NO.	SUB STATION VOLTAGE CLASS	MAX. TIME LIMIT FOR EACH FREQUENCY OF GRASS CUTTING	FREQUENCY PER YEAR FOR GRASS CUTTING
	S/S & COLONY		
01	400KV	03 WEEKS	02 TIMES PER YEAR
02	220KV	02 WEEKS	02 TIMES PER YEAR
03	132KV	01 WEEKS	02 TIMES PER YEAR
04	66KV	3 days	02 TIMES PER YEAR

Contractor should deploy required man power // labours to complete the job of grass cutting & anti weeding in stipulated time period in each frequency as mentioned above as & when required. After getting instruction / intimation from Executive Engineer or Engineer in charge, contractor should deploy the man power within one week.

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

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

22) If multiple colonies are included in one tender, contractor should deploy separate man power /sweeper for each S/S or arrange on half day basis as per requirement or as per EIC. (Transportation of man, materials from one S/S or premises to other S/S will be born by contractor.)

23) The contractor shall employ well behaving supervisor having valid qualifications as per special instruction of this tender. This shall be subjected to scrutiny and checks by the officer in charge handling the execution of the contract from time to time. If any legal liability occurs on account of any lapse in this regards, the same will be at contractor's

account. The supervisor/labours should behave courteously and respectfully with officers/staff. They should be free from habits of smoking/drinking intoxicant liquors. The driver sent with the vehicle shall have valid license for driving & no any allowance shall be paid by GETCO to the driver. Any misbehavior of the supervisor / labours will not be tolerated. GETCO reserves the right to terminate the contract at risk and cost of the contractor. All labours/supervisor should wear a uniform/apparent supplied by contractor, having good manners with necessary tools and tackles and Contact facility to meet the requirement of work.

24) NO SUPERVISOR, NO WORK
25) Mobile usage is prohibited by labours at work site.

PART-I - ITB INSTRUCTIONS TO BIDDERS

A. **INTRODUCTION**

1.0 General Particulars

1.1 The Gujarat Energy Transmission Corporation Ltd., Junagadh hereinafter called 'OWNER' intends to receive bids for up keeping, housekeeping, removal of grass by cutting & anti weeding treatment at 66/132/220 Kv sub stations in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Qualification Requirements of Bidders

2.1 [A] Registration:

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

[B] Technical requirements:

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

[C] Financial Criteria

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

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

3.0 Bidding Costs

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

B. BID DOCUMENTS

4.0 Details of Documents

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

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

h. Labour, Safety & other Conditions (LSC-Part I)
i. Various Performa (Part II)
j. Price Schedules

5.0 Knowing the Bid Documents

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

6.0 Submission and Evaluation of Documents / Clarification

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

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

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

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

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

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

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

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

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

extent permissible under the Tender Conditions.

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

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

7.0 Amendment of bidding document:

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

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

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

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

C. PREPARATION OF BIDS

8.0 Language of Bid:

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

8.2 Bid Format

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

9.0 Local Conditions:

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

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

10.0 Documents comprising the Bid:

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

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

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

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

11.0 Scope of the proposal

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

a) Receipt of equipments and material from GETCO construction store and transportation, storage, preservation and conservation of equipment at the Site.
b) Pre-assembly, if any, erection, testing and commissioning of all the equipments.
c) Reliability tests and performance and guarantee tests on completion of commissioning.

11.2 As specified in the Special Conditions of Contract, no deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.

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

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

12.0 Bid Price:

12.1 The Bidder shall indicate percentage above/below of total bid price indicated in the appropriate price schedules, enclosed in bid proposal sheets for and other services it proposes to furnish under the contract. The % above/below indicated shall be inclusive of all taxes and duties applicable inclusive of GST tax applicable on required inputs and services.

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

13.0 Price Basis:

13.1 **The Price shall be quoted on percentage basis.**

13.2 The Price quoted by the bidder shall remain variable during the bidder's performance of the contract and price variation (PV) consider based on labour index as per following formula with revision.

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

Where,

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

P0 = Price quoted / Accepted.

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

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

Remark : Price variation clause apply on labour portion only. It is not apply on material/supply

14.0 Taxes and Duties:

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

14.2 Notwithstanding the tax liabilities as per the sub-clause14.1 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

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

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

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

14.5 No claim for any increase towards the statutory variation regarding enhancement of

existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the contractor.

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

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

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

15.0 Time Schedule:

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

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

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

16.0 Insurance:

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

17.0 Tools and Tackles:

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

18.0 Bid Security/EMD:

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

a) In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Junagadh.

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

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

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

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

18.6 The bid guarantee may be forfeited.

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

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

19.0 Format of Bid:

19.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them the original shall govern. All the documents furnished in original document shall be furnished in other copies of Bids.

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

19.3 The Bidders must submit the qualifying data in one original and one duplicate copy as Required in this Instructions to Bidders in online.

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

19.5 Bidders should attached all documents in online bid:

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

Technical Bid (PART-I & II)

Must contain attested copy of Technical data, conditions and schedules of Part-I & II **without prices**

22.0 Signature of Bids:

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

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

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

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

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

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

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

forfeited.

Price Bid: Price bid shall be submitted 'online' only through n-code.

24.0 Deadline for submission of bids:

24.1 Bids must be received by the Owner in online mode, not later than the time & date mentioned in the Invitation to Bid.

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

25.0 Late Bids

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

26.0 Modification and withdrawal of bids:

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

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

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

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

E. BID OPENING AND EVALUATION

27.0 Opening of bids by owner:

27.1 The Owner will open the technical bids in **n-Procure** on the date and time mentioned in tender notice. for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified in **n- Procure**. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

27.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in **n- Procure**. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by mail besides inviting final price bid if found appropriate after evaluation of Technical bids.

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

27.5 No electronic recording/transmitting devices will be permitted during Bid opening.

28.0 Purpose of evaluation of bids:

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

29.0 Policy for bids under consideration:

Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are

advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

30.0 Clarification of bids:

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

31.0 Preliminary Examination:

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

31.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will

prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

31.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality,

quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in

these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

31.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.

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

32.0 Evaluation of Price Bids:

32.1 Definitions and Meanings:

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

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

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

33.0 Calculation of differential Price & Cost Compensation for Deviations.

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

Differential Price (DP)=n1F1+n2F2…..+nn Fn, where F1, F2…..Fn are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: n1, n2…nn are the respective parameter differential or deficiency

in the corresponding units to be determined from the Bidder's proposal. The above factors and corresponding units of parameter differential are derived from the Technical Specifications, Data sheets and/or Special Conditions of Contract.

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

33.1 Comparison of Bids

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

For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under: W = Q + DP + D

Where

W = Total Comparison Price

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

DP = Different price in Indian Rupees calculated as above

D = Cost compensation for deviations calculated as above.

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

F. AWARD OF CONTRACT

34.0 Award Criteria

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

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

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

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

36.0 Notification of award:

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

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

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

37.0 Signing of contract:

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

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

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

38.0 **RIGHTS OF THE OWNER**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Owner shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the Owner shall be entitled to 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 theclaimed amount or amounts, the Owner shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Owner or GUVNL or its subsidiary companies pending finalization or adjudication of any such claim.

Lien in respect of Claims in other Contracts:

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

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

PAYMENT TERMS UNDER MSME ACT:

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

(2) The payment will be made within 45 days from the ***date of acceptance** or the ****date of 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) Wrhre 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 of the delivery of the goods or the rendering of services, the day of the actual delivery of goods or the rendering of services;

GENERAL CONDITIONS OF CONTRACT A.

INTRODUCTION

1.0 **DEFINITION OF TERMS**

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

1.2 'Owner' shall mean the Superintending Engineer **Junagadh** or any of its subsidiaries and shall include its legal representatives, successors and assigns.

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

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

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

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

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

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

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

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

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

1.12 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

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

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

1.15 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A 'Week' shall mean continuous period of seven (7) days.

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

1.17 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

1.18 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.

1.19 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine

and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.

1.20 The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.

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

1.22 'Codes' shall mean the following including the latest amendments and/or replacements, if any :

a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
b) Electricity Act 2003 and Rules & Regulations made there under.
c) Indian Factory Act, 1948 and Rules and Regulations made there under.
d) Indian Explosives Act, 1884 and Rules and Regulations made there under. e) Indian Petroleum Act, 1934 and Rules and Regulations made there under. f) A.S.M.E. Test Codes.
g) A.I.E.E. Test Codes.
h) American Society of Materials Testing Codes.
i) Standards of the Indian Standards Institution.
j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.

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

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

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

2.0 APPLICATION

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

3.0 CONTRACT DOCUMENTS

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

a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, the Special Conditions of Contract. and all other documents included under Part-I, Part-II and Part-III .
b) Specifications of the erection of the equipments and other technical services to be provided under the Contract as brought out in the accompanying Technical Specifications.
c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
d) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

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

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or

on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

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

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

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

5.0 CONSTRUCTION OF THE CONTRACT

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

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

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

6.0 JURISDICTION OF CONTRACT

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

7.0 EXECUTION OF CONTRACT:

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

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

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

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

8.0 ENFORCEMENT OF TERMS

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

9.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

10.0 TIME – THE ESSENCE OF CONTRACT

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

10.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work activities within seven (7) days of the date of LOI.

10.3 The above bar chart shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

11.0 EFFECTIVENESS OF CONTRACT

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

12.0 PENALTY FOR DELAY

1. You shall note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply & erection beyond Contractual period stated shall be subject to the penalty at the rate of ½% per week or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value.

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

3. If you fail to successfully complete the commissioning within the time fixed under the contract, you shall pay to penalty to GETCO.

4.For the purpose of penalty, contractual obligation shall be completion of all the supply and erection contracts as per time schedule & value of these contracts shall be "Total contract value".

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

13.0 GUARANTEE

13.1 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

13.2 If it becomes necessary for the Contractor to rectify or renew any defective portions of the works the provision of this clause shall apply to portion of the works so rectified or corrected until the expiry of six (6) months from the date of such rectification or correction. If any defects are not rectified within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

13.3 The rectification or correction of the work will be carried out free of cost by the Contractor. If any rectification or correction is carried out on his behalf at the site, the Contractor shall bear the cost of such rectification or correction.

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

14.0 TAXES, PERMITS & LICENCES

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

15.0 DEFENCE OF SUITS

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

16.0 LIMITATION OF LIABILITIES

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period or after finalization of material account and final bill and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

17.0 ENGINEER'S DECISION

17.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

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

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

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

18.0 POWER TO VARY OR OMIT WORK

18.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer

thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

18.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or

materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

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

18.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

18.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.

18.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC of this Volume-I. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

19.0 CHANGE OF QUANTITY

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

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

20.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

21.0 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

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

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

23.0 PROGRESS REPORTS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as, charts, net-works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer.

24.0 TAKING OVER

Upon successful completion of all the tests to be performed at Site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

25.0 PAYMENT

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

25.2 Currency of Payment

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

25.3 Terms.

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

26.0 Payment Schedule

26.1 Application for Payment

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

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

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

34.3 Mode of Payment

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

34.5 The payment of test charges, if any, payment, taxes and duties (whenever admissible) inland

transportation (including port handling), insurance and the portion of the Works shall be made direct to the Contractor by the Owner.

34.6 All payments under the Contract shall be made as stipulated in the Special Conditions of Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as specified in the relevant Contract conditions which will interalia include the Material Inspection Clearance Certificate issued by the Owner. Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.

35.0 DEDUCTIONS FROM CONTRACT PRICE

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

D. RISK DISTRIBUTION

36.0 INSURANCE

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

36.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

36.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods

and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

36.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premia, which may be available for higher volume or for reason of financing arrangement of the project.

36.5 The clause entitled 'Insurance' under the section ECC of this Volume-I, covers the additional insurance requirements for the portion of the works to be performed at the site.

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

37.0 Any legal matter subject to Junaagdh jurisdiction only.

38.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

39.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

39.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

39.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Owner shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

40.0 All general terms & condition of GETCO will be applicabe to the contractor.

41.0 FORCE MAJEURE

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

a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;

b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

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

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

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

42.0 SUSPENSION OF WORK

42.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

42.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub- Contractor.

43.0 CONTRACTOR`S DE FAULT

43.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith to execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and If the sum thot the Contractor is entitled to be paid plus the costs incurred by the Owner in completing the works, exceeds the Contract Price or the entire works if entire works have been completed or the price for port of the works if part of the works have been completed. the Contractor shall be liable for such excess.

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

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

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

44.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

44.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

44.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

44.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then

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

45.0 FRUSTRATION OF CONTRACT

45.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 45.3 below.

45.2 In the event of non-availability or suspension of funds for any reasons, whatsoever(except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended. Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

45.3 In the event referred to in sub-clauses 45.1 & 45.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit_ basis, which shall be determined by mutual agreement between the parties.

46.0 GRAFTS AND COMMISSIONS ETC.

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

47.0 DISPUTE RESOLUTION MECHANISM:

1. Amicable settlements

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

2. ARBITRATION

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of **Clause 47.0** arising under or in connection with the present works contacts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act,1992.

48.0 Relationship with employee: -

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

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

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

49. Conflict of Interest among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.**

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/ agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
    1. The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/ foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

50.0 Use of Call before you dig (CBUD) App

All the excavators/excavating agencies engaged by "GETCO (Gujarat Energy Transmission Corporation Limited) must self-register "Call Before you Dig (CBUD) " app as excavator.

All digging agencies/Contractors must be mandated to do any type of digging/excavation only after prior intimation through CBUD Mobile app.

Responsibility for correctness of the information submitted in the bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, GETCO reserve right to reject the bid and the bid will not only be rejected but the bidder will be BLACKLISTED as per GUVNL Policy

PART-I

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL

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

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 ACCESS TO SITE AND WORKS ON SITE

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

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

the works.

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

5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

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

9.0 PROGRESS REPORT

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

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by

the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

12.0 EMPLOYMENT OF LABOUR

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

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

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

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space

Land for Contractor's Store, Workshop etc.

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

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

13.2 Electricity:

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

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

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

14.2 First-aid

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

14.3 Cleanliness

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

15.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in

advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

16.0 FIRE PROTECTION

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

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

17.0 SECURITY

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

18.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment erected by the Contractor shall be carried out in presence of contractor and is deemed considered as part of the work completion. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such tests and trials.

19.0 MATERIALS HANDLING AND STORAGE

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

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

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

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

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

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

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

19.8 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. The Engineer, in addition, may direct the Contractor to

move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

20.0 CONSTRUCTION MANAGEMENT

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

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

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

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

21.0 FIELD OFFICE RECORDS

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

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

24 INSURANCE

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

24.2 Workmen's Compensation Insurance

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

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

24.3 Comprehensive General Liability Insurance

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

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

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

25.0 UNFAVOURABLE WORKING CONDITIONS

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

26.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer.

Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

27.0 WORK & SAFETY REGULATIONS

27.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and

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

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

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

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

27.8 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

27.15 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about

the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of
stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

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

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

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

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

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

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

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

27.18 The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations.

In case of any discrepancy between statutory requirement and Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

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

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

28.0 CODE REQUIREMENTS

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

PART-I LSC

LABOUR, SAFETY & OTHER CONDITIONS OF CONTRACT

1.0 General Particulars:

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

2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by RTGS/NEFT/Online at Junagadh drawn on any Scheduled Bank in favor of "GETCO" Payable at Junagadh.

3.0 Earnest Money Deposit (EMD) :

a. Bidders are requested to pay an earnest money deposit by RTGS/NEFT/Online only on any Nationalized Bank at Junagadh for the amount as specified in the tender notice. Payment of EMD in form of Cheque or any other form shall not be accepted.

b. The EMD shall be submitted along with submission of Technical bid only. c. Tenders no accompanied by EMD shall be rejected.

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

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

4.0 Declaration by Bidder:

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

5.0 Qualifying Criteria:

5.1 TECHNICAL CRITERIA:

As per QR of the tender

5.2 FINANCIAL CRITERIA:

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

Registration of "E2" class with and validity of the registration should be furnished along with the technical bid. Latest Bank solvency certificate of 20% of the tender value is required to be furnished by the Tenderer along with the technical bid.

6.0 Additional Documents:

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

1. GST Registration.
2. Details of Partners/Directors of the Firm/Company.
3. Experience Record and details of orders pending / executed for various utilities
4. PF registration along with proof of challan etc.
5. Solvency certificate from Bank (**up to 20 % of Bid value**).
6. Pan Card.

7.0 Price Inclusions (including Taxes & Duties) :

7.1 The prices quoted shall be all inclusive of freight, octroi, transportation, loading, –unloading & stacking at site of materials re

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

7.3 Conditionally tender will not be accepted.

7.4 GST :-

(i) Contractor has to submit the GST Registration certificate

(ii) Contractor should be registered under GST laws which they shall pay the GST for this contract.

(iii) Contractor has to submit invoice/Challan as documentary proof with each RA bill & Final Bill and in which it shall be specifically mention the nature of service SAC code under which the amount of GST payable by contractor and payable by GETCO (if any)) without fail.

(iv) GETCO will withheld the GST x amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor

The Contractor has to submit invoice to GETCO indicating following.

Name, address and GST registration no. of the service provider Name and address of person receiving the service i.e. GETCO Description and value of taxable service provided. The total GST payable thereon with bifurcation of GST payable by service provider and service receiver.

- Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTINo.

PRICES:

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

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

The 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.

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

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

Goods and Service Tax (GST) :

The F.O.R. Destination prices are including GST and Cess as applicable which will be paid on a given taxable goods and/or services within the original contractual delivery period. The amount of GST, Percentage (%) 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 ancilliary 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.

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

Contractor has to provide Tax invoice in a standard format as per CGST act, CGST rules 2017 and GST invoicing rules containing all details as provided Act and rules. Contractor / Supplier has to mentioned GST no. of GETCO

24AABCG4029R2ZC in the invoice invariably failure of which payment will not be made.
GST at the applicable rate will be levied on the total of schedule B. GST will be subject to CGST, SGST, UTGST, IGST act and rules, regulation and notifications issued by government from time to time. Contractor has to classify the supply / services according to the HSN / SAC of CGST Act, 2017. GETCO also reserve the right of classification in case of any misclassification of goods / services.
Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.
The amount of GST in the invoice will be reimbursed subject to matching of transaction in GST return. In case of mismatch, amount of GST will be retained from the subsequent invoice of the contractor. For final bills, GST will be retained and reimbursed on matching the same in GST return and after receipt of request from the contractor.
Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.
In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

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.

Statutory Variations:

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

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

GST Registration on GETCO's web portal:

The Bidder should have to take registration under the "GOODS AND SERVICE TAX(GST)". Bidder has to register online in given link before bidding. Link for the same is **www.getcogujarat.com/gst**. The certified Xerox copy of such registration shall have to be submitted along with the bid by the bidder.

On forfeiture of EMD, SD or guarantee under the terms and conditions of this tender, applicable GST will also be recovered from the bidder / contractor and GETCO reserves all rights of such recovery of such forfeited amount along with GST.

PENALTY FOR DELAY/RECOVERY (if applicable)

The completion time allowed for carrying out the work should be strictly observed. For any delay, penalty will be levied at the rate of ½ % per week or part there of on delayed portion of the work subject to ceiling of 10% of **total contract value plus GST as applicable will be imposed.** If any recovery is applicable as per GETCO's rules and regulation, it will be deduct along with GST will be imposed (if applicable).

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

7.5 GST payment will be made as per circulars of GETCO, Govt. of India, Ministry of Finance (Department of Revenue) and notification thereof.

As per GETCO Circular no. GM (F&A)/WELFARE CESS/3554 dtd.3.12.2012, Contractor has to pay welfare Cess as per prevailing rate of 1% of Actual cost of project work & same shall be reimbursed to Contractor on production of documentary evidence of payment i.e. registration & payments chalan etc.(if applicable).

7.6 **Income Tax**

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

8.0 SECURITY DEPOSIT

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

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

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

8.4 The Security Deposit- total shall be kept deposited up to completion of work finalization of final bill. The same shall be return on receipt of N.O.C. by the concerned DE (S/S)/TR.

8.4 A The bidder must have to get himself /itself registered (each concerned site wise) under the building and other work welfare cess act (BOCW Act), The copy of Registration must be provided along with First R.A bill , in case of the material is supplied by GETCO as per terms of contract the fair cost of material will be included in the contract value for the purpose of calculation of applicable welfare.

8.4 B The applicable welfare will be reimbursed to the contactor on production of proof of payment.

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

8.6 Corporate Guarantees are not admissible.

The successful tenderer has to pay security deposit within **10** days of receipt of LOI.
The successful tenderer will be required to pay an amount equivalent to **5%** of the value of the order as a Security Deposit for satisfactory execution of the Contract. Such Security Deposit will be payable either in DD only. DD from Scheduled /Nationalized Banks will be acceptable if the amount of security deposit payable exceed Rs. 1,00,000/- BG will be accepted, they should have a clear one time validity till the completion of the order in all respect and up to the expiry of the Warrantee period from the date of completion of work.
The successful tenderer will be required to pay an amount equivalent to 5% of the order value as a Security Deposit upon placement of LOI within 10 Days.

1. GETCO will accept the BG issued by nationalized banks and renowned private sections banks i.e. ICICI bank, HDFC Bank and Kotak Mahindra Bank which shall also be in accordance with the circular issued by the finance department, Govt. of Gujarat from time to time.

2. The bank guarantee should have clear one-time validity till the completion of facilities in all respect. Bank guarantee for interim period will not be allowed. If for any reason, the contract period is extended, the contractor should undertake to renew the bank guarantee at least one month before the expiry of the validity, failing of which corporation is at liberty to redeem the same, without entering in to further correspondence in the matter.

3. There should be a “claim period’’ of at least one month after expiry of the Bank Guarantee.
4. For lodgment of claim for invocation of bank guarantee, the clause should specifically state that the said BG can be presented at the local branch of the issuing bank.
5. For Invocation of BGs, a written application from the GETCO should be sufficient for lodgment of concern office’s claim.

CORPORATE BANK GUARANTEES NOT ALLOWED & CHEQUES ARE NOT ACCEPTED.

9.0 The ‘Signing of Contract ‘and ‘Contract Agreements’ will be done as per prevalent Terms and Conditions.

10.0 BAR CHARTS

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

11.0 COMPLETION PERIOD

11.1 Overall Completion period for this Contract will be **24 Months** from the date of Commencement of Work.

11.2 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.

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

11.4 **Extension of contract will be granted for one year or part thereof or till finalization of new contract as per discretion of SE(Tr.),GETCO-Junagadh and during such extended period the rates will be payable at the existing contract rate or new rates, whichever are lower with same terms & condition of work order.**

12.0 Presentation of Bills

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

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

a) Item wise work done during billing period. b) Item wise cumulative work done.

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

13.0 Terms of Payment

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

13.2 Payment for executed works as per SCHEDULE-B against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.

14.0 TAKING DELIVERY AND INSURANCE:

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

14.2 The contractor has to manage from his one site store to any other S/S, switchyard at his own cost. He has to keep in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or utilization at other S/S

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

14.4 **1.0 TAKING DELIVARY AND INSURANCE:-**

The contractor has keep S/S materials in safe custody and transport to the respective sites and will be reasonable for any damages to or loss of all materials at any stage during transportation or work or taking over of the line by GETCO.

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

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

2.0 STORAGE-CUM-WORK-INSURANCE:-

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

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

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

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

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

3.0 INSURANCE

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

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

3.2 Any loss or damage to the material during handling, transportation, storage, work, and all activities to be performed till the successful completion of commissioning of the line/equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

3.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (work risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the

underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

3.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.

3.5 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

15.0 LABOUR LAWS:

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

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

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

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

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

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

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

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

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

vii) Payment of compensation in case of accidental injury.

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

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

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

15.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad.

15.2 DEPOSIT LINKED INSURANCE SCHEME

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

15.3 ADMINISTRATIVE CHARGES:

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

15.4 PAID LEAVE FACILITY:

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

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

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

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

15.7 CONTRCTOR TO INDEMNIFY THE:

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

15.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

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

15.10 REGISTRATION WITH PROVIDENT FUND OFFICE

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

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

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

15.11 Termination of Contract:

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

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

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

15.12 To cancel the contract.

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

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

15.12.1MATCHING OF END COST:

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

7 (seven) days from the letter from.

16.0 VENDOR REGISTRATION: REGISTRATION AS A CONTRACTOR:

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

17.0 TIME – THE ESSENCE OF CONTRACT

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

17.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field work, upkeeping activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer,

proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

17.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

17.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.

17.5 Any legal matter subject to Junagadh Jurisdiction only

17.6 The above bar charts / manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

17.7 After awarding the work but then after contractor not complete OR deny to carry out work, then same shall be completed from others on behalf of awardee contractor's risk & cost.

18.0 SAFETY CLAUSE

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

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

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

2. **Reporting**:-

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

3. Safety Requirement:

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

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

I. Safety equipment available and utilize.

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

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

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

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

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

Annexure-1 (to be upload online)		
Details of the Firm		
Name of the Firm		
A		
1	Address of registered office	
2	Contact personnel	
3	Designation	
4	Residential Address	
5	Phone No.	
	Office	
	Residential	
6	Fax No.	
7	Telegraphic code	
8	E-mail address	
B		
1	Address of WORK	
2	Contact personnel	
3	Designation	
4	Residential Address	
5	Phone No.	
	Office	
	Residential	
6	Fax No.	
7	Telegraphic code	
8	E-mail address	

Stamp & Signature of contractor

Annexure-2 (to be upload online)								
Details of experience in last two years from the due date of tender								
Sr. No.	Name of s/s	Order reference no. & Date	Order value	Nos. of sub-stations/feeder bays	Due date of completion	Actual Date of completion	Order fully executed Yes/No	Status if order under execution
A	Gujarat Energy Transmission Corporation Ltd.							
1								
2								
3								
4								
5								
B	Other state electricity board							
1								
2								
3								
4								
5								
C	Private Firms							
1								
2								
3								
4								
5								

Stamp & Signature of contractor

Annexure-3 (to be upload online)			
List of work completion certificate submitted with technical bid			
Sr.No.	Name of work	Name of the authority by whom the work completion certificate issued	Reference No. & Date
1			
2			
3			
4			
5			

Stamp & Signature of contractor

ANNEXURE-4 (to be upload online)

Qualification Requirement Terms.
Contractor must fill up below details
TENDER NOTICE No: TCJND/2026-27/N-95

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.	TENDER 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
Date :
Place:

Company's Round Seal

ANNEXURE-5 (to be upload online)
(On the letter pad of the company)

(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. **TCJND/2026-27/N-95**
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 is not stop deal and / or banned for business dealing and / or black listed by GUVNL and / or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL.

Seal of the Firm

Signature of the Tenderer

ANNEXURE-6 (to be upload online)
(On the letter pad of the company)

UNDERTAKING IN RESPECT OF REFERENCE TO NCLT UNDER INSOLVENCY & BANKRUPTCY CODE

Subject: - Undertaking in respect of reference to nclt under insolvency & bankruptcy code

Name of Work:

Tender No. TCJND/2026-27/N-95

In connection with above subject, I / We confirm that our firm is not declared in NCLT under Insolvency & Bankruptcy Code. Further, I / We also agree that, if any found NCLT under Insolvency & Bankruptcy Code, the offer shall be out rightly rejected without assigning any reason thereof.

_____
(Seal, Sign & Name of Authorized Signatory of Bidder)

ANNEXURE-7 (to be upload online)
Declaration Of Conflict On Interest
(On the letter pad of the company)

To
The Superintending Engineer
Gujarat Energy Transmission Corporation Limited.,
Circle Office, Dhandhusar road, Opp. Nandbava Gaushala,
66KV Zanzarda substation,
Junagadh – 362 015

Ref: Tender Notice No: **TCJND/2026-27/N-95**

With reference to above your tender Notice No……
For the work
of……
……

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

Yours Faithfully,
Stamp & Signature of contractor

ANNEXURE -8
No deviation certificate
(On the letter pad of the company)

Sub:

Reference: Tender Notice no. : TCJND/2026-27/N-95

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

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.
2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications.
3. Further, I /We also agree that additional conditions / deviations, if any, found in the commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm **Signature of the Authorized Representatives of the firm**

Date:

ANNEXURE -9
Declaration Relationship with employee
(On the letter pad of the company)

ANNEXURE -10
UNDERTAKING FOR LABOUR LAWS
(On the letter pad of the company)

CIRCLE OFFICE JUNAGADH
Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.
E-mail: setrjunagadh.getco@gebmail.com

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 ____2026. I/We Having Registered Office_____(herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO), 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 ____and_____ for the contract of the_____value of Rs. _____interalia on Production of Safety cum Indemnity Bond.

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

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

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

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

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

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

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

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.

b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.

c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the

work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .

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

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

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

Sr.No	Amount of Contract in Rs.	Penalty amount
1	Up to 1Lac	Rs.5000/- plus GST as applicable
2	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

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

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

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

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
Gujarat Energy Transmission Corporation Ltd.
ગુજરાત સરકારનું સાહસ Government of Gujarat Undertaking

CIRCLE OFFICE JUNAGADH

Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.

E-mail: setrjunagadh.getco@gebmail.com

INDEMNITY BOND

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

INDEMINITY BOND

KNOW ALL MEN BY THESE PRESENTS that we, Messer's _____ _____ (hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of A/T No. _____ _____ dated _____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of work) _____ and / or if any of the said materials, when inspected by any officer authorized by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnity and at all times keep indemnified the GETCO against all loss, damage and deterioration to the any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.

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

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

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

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

THE WITNESS WHERE OF: We the
Said M/S _____

(Signature of contractor)
(Seal of Firm)
hereto signed at _____
this day _____

In the presence of
1. _____ Name _____

_____address _____ (Signature)
2. _____Name _____

_____address _____ (Signature)

CIRCLE OFFICE JUNAGADH
Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.
E-mail: setrjunagadh.getco@gebmail.com

PROFORMA FOR CONTRACT AGREEMENT

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

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

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

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

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

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

1. Amicable settlements

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

2. Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause 3 arising under or in connection with the present works contacts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act,1992.

SCHEDULE

List of documents forming part of the contract:

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

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

1) Signed, sealed and delivered by
(Signature with name, Designation and official seal)
For and behalf of M/s. _____ (Signature)
_____
Address: _____
_____

In the presence of (Full Name, Address and Signatures)
i) _____ (Signature)
_____
_____
ii) _____ (Signature)
_____
_____

2) Signed, sealed and delivered by
(Signature with name, Designation and official seal)
for and on behalf of Gujarat Energy Transmission Corporation Ltd Circle office. **Junagadh**.
In the presence of name, Full address and Signature:
(1)_____
_____
(2)_____
_____

LETTER OF ACCEPTANCE

NAME OF WORK:

Tender Notice No.:

We confirm that we have submitted the documents in the tender as specified in the Tender Document.

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event of award of contract to us, the complete tender document shall be considered for constitution of Contract Agreement.

We _____ (Name of Tenderer) hereby certify that we have not tempered any documents of tender and understood the meaning of tempering of documents. We have read thoroughly special instructions to the bidder for participating in E-tender/Tender/Inquiry/Quotation given in tender documents.

SIGNED FOR AND ON BEHALF OF TENDERER(S)
Name of Tenderer(s)

Date: _ _/_ _/_ _

Place:

Seal & Signature of Tenderer

A/T ACCEPTANCE LETTER

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,

The Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Ltd,

66 Kv Zanzarada S/s Compound, Opp. Nand Bava Gaushala,

Dhandhusar Road,

Junagadh – 320 015

Sub: _____

Reference Order Number: - _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender. We hereby further agree to all the terms and condition mentioned in the A/T & Tender, accordingly.

Thanking you,

Yours faithfully

(Signature)

Designation _____

BANK GUARANTEE FORMAT

NON JUDICIAL STAMP PAPER OF RS. 300/ - (Stamp Paper Validity Six months)

FORM OF BANKER'S UNDERTAKING

[For Performing Guarantee (PBG) towards execution / supply Period

As per Commercial Terms and Condition of Tender]

To,
The Superintending Engineer
Gujarat Energy Transmission Corporation Ltd,
Circle office,
Junagadh.

BG. No._____
Issue Date_____
Expiry Date_____
Amount_____

We, _____ (Name of the Bank and Address of the parson giving the Bank Guarantee) having our registered office at _____(Address of Bank's registered office) hereby give this Bank Guarantee No._____ Dated_____and hereby agree Unequivocally and Unconditionally to pay immediately on demand on writing from the beneficiary Company **GETCO** or any officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of performance Guarantee toward execution / supply period), (Rupees_____ (in words)) to the said **GETCO** on behalf of M/s _____ who have entered into a contract for the supply/works specified below
LOA No _____dated_____
This agreement shall and valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations 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 Beneficiary **GETCO.** 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 Bank 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

CIRCLE OFFICE JUNAGADH
Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.
E-mail: setrjunagadh.getco@gebmail.com

INTEGRITY PACT

OUR ENDEAVOUR

To create an 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 and the nation.

	GETCO'S COMMITMENT		PARTY'S COMMITMENT
	To maintain the highest ethical standards in business and professions.		Not to bring pressure recommendations from outside GETCO to influence its decision.
	Ensure maximum transparency to the satisfaction of stakeholders.		Not to use intimidation, threat, inducement or pressure of any kind on GETCO OR ANY OF it's employees under
	To ensure to fulfill the terms of agreement/contract and to consider objectively the view point.		To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
	To ensure regular and timely release of payments on due dates for work done.		To provide goods and / or services timely as per agreed quality and specifications at minimum cost to GETCO.
	To ensure that no improper demand is made by employees or by anyone on our behalf.		To abide by the general discipline to be maintained in our dealings.
	To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and other to enable them to complete the contract in time		To be true and honest in furnishing information.
	To provide all information to suppliers/contractors relating to contract / job which facilitate him to complete the contract / job successfully in time.		Not to divulge any information, business details available during the course of business relationship to others without the written consent to GETCO.
	To ensure minimum hurdles to vendors / suppliers / contractors in completion of agreement / contract / work order.		Not to enter into carter / syndicate /understanding whether formal / non formal so as to influence the price.

Seal & Signature
(GETCO's Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
Gujarat Energy Transmission Corporation Ltd.
ગુજરાત સરકારનું સાહસ Government of Gujarat Undertaking

CIRCLE OFFICE JUNAGADH

Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.

E-mail: setrjunagadh.getco@gebmail.com

Application For Refund Of EMD

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

Sub:- Application For Refund Of EMD

Respected Sir,
I request your good self to refund my EMD for the tender mentioned blow as soon as the price bids are opened and if I/We am /are not the L1 for the same. The details are as under….

Tender No.	TCJND/2026-27/N-95
Tender ID	
Name of work/subject	Bi annual up keeping & housekeeping of Control Room, Switch Yard & adjoin office area at 220 kV Motipaneli Sub Station and 132kV Bhayavadar Sub Station of Dhoraji AM Division under Junagadh Circle
EMD Amount	20000.00
EMD Receipt No., Date & Name of Bank	
Name of Bidder	
Contact No.	
E-mail address	
Bank detail for RTGS into which EMD is required to be refunded	

Thanking You,
Faithfully Yours,
(Name & Seal of Bidder)

Advance Stamp Receipt with signature

Revenue Stamp

GETCO ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિ.
Gujarat Energy Transmission Corporation Ltd.
ગુજરાત સરકારનું સાહસ Government of Gujarat Undertaking

CIRCLE OFFICE JUNAGADH

Add: 1st Floor, Office Building, 66kV Zanzarda SS Compound, Opp. Nandbava Gaushala, Dhandhusar Road, Zanzarda, Junagadh-362015.

E-mail: setrjunagadh.getco@gebmail.com

GUJARAT ENERGY TRANSMISSION CORPORTATION LIMITED

DHORAJI AM DIVISION CIRCLE OFFICE JUNAGADH

SCHEDULE-B

Name of Work:- Bi annual up keeping & housekeeping of Control Room, Switch Yard & adjoin office area at 220 kV Motipaneli Sub Station and 132kV Bhayavadar Sub Station of Dhoraji AM Division under Junagadh Circle.

Sr. No.	Description of Works	Quantity	Rate	Unit	Amount
1	Work for the cutting & removing of grass shrubs with removing of unwanted plants like bordies, Ankads, nagtalls etc. from yard area along with disposal of cut grass shrubs & unwanted plants etc. outside the premises of 220kV Motipaneli & 132kV Bhayavadar s/s under Dhoraji AM division as per direction of EIC (The rate includes all tools & tackles required for above works) Two round in a year. One round should be completed within 03 Weeks in S/S after intimation & as per instruction of EIC. 1.220kV Motipaneli S/s – 44000 2.132kV Bhayavadar S/s – 8000 **52000 sq. mtr X 4 times (2 times in a year) = 208000 Total Sq.mtr**	208000.00	1.50	Sq.mtr.	312000.00
2	Supplying & spreading "Round Up" (Glyphosphate 41% SL) of approved ISI standard make or equivalent weedicide for weed control in propotion of 100ml weedicide & 250gram amonium sulphate, mixing with sticking agent mixed with 10ltr of cleaned fresh water & second spray with same treatment as stated above after 02 months & as per manufacturers specification and as directed by EIC. Required material for spreading i.e.spray pump/sprayer, nozzle etc will be arrange by contractor. (The rate includes all tools & tackles required for above work)Two round in a year as per EIC. One round should be completed within 02 Weeks in each S/S after intimation & as per instruction of EIC. 1.220kV Motipaneli S/s – 44000 2.132kV Bhayavadar S/s – 8000 **52000 sq. mtr X 4 times (2 times in a year) = Total 208000 Sq.mtr**	208000.00	2.69	Sq.mtr.	559520.00

3	Engaging un skilled person for cleaning road side or road side of shallow gutter brick pitching IPS open area, etc. from yard and colony area with Zadu or coco broom incl. collecting the swept material debris etc. and disposing off/away outside the Switch yard, C/R with necessary hand cart as directed. Also cleaning the dustbin during day hours located at different places in colony, C/R, Switch yard with loading, unloading, transportation and throwing away the waste outside the colony at KMC container using hand carts including spreading BHC powder 10% nearby dustbin etc. as directed. Dustbin provided by GETCO. Trimming of Mehandi or decorative plants & lawn as & when required as per EIC. Lawn cutter will be provided by GETCO. (Zadu, coco broom, hand cart, BHC powder etc. required will be brought by contractor at his own cost and shown to the EIC 1.220kV Motipaneli S/s – 312 2.132kV Bhayavadar S/s – 312 **TOTAL: 624 Man days** **624 Daysx0.50 Man=312 Man Days (Rate taken daily wage from Govt. Circular is attached h/w)** **Man will be engaged in S/S on daily basis as & when reqd. as per EIC) As per Minimum Wages in Gujarat w.e.f. 01-04-2026 To 30-09-2026**	624.00	513.50	man days	320424.00
4	Cleaning of(a)Staircase from ground floor first floor & terrace of CR(b)Floor of CR office door, windows, glasses, battery room, AC room, store room, division office etc. with broom & pota with phenyl(c)Drainage pipe line(d)cleaning of board for single line diagram, notice board, safety board, display board, board map, other walls & ceiling fixtures etc(e)Cleaning of furniture lighting and fans. 1.220kV Motipaneli S/s – 900 2.132kV Bhayavadar S/s – 400 **Total area is 1300 Sq. Mtr. (Ave.26 days' x 24 months= 624 days) The rates are Rs 13.00 for 100 Sq. Meter i.e. 624 days X (1300/100 sq.mt).=8112**	8112.00	13	100 Sq.mtr.	105456.00
5	Cleaning of masonry chamber/all pipe line up to next chamber manually including removing of the sludge outside the s/s premises. The rate is inclusive of tools, tackles, material and labour etc as directed for any size of chamber 1.220kV Motipaneli S/s – 2 2.132kV Bhayavadar S/s – 4 **Total : 6 Nos x 4 time (2 time in a year) =24 per two years 12**	24.00	263	Nos.	6312.00

6	Cleaning the existing CR main septic tank of appropriate size and removal of all deposited settled debris sludge, sewage thoroughly & disposing the same outside the substation area as directed and cleaning the tank neatly for reusing purpose including all tools, tackles, labours machinery if necessary, etc. complete as directed by EIC. 1.220kV Motipaneli S/s – 1 2.132kV Bhayavadar S/s – 1 **Total 02 Nos. x 02 (Once in a year) = 04 Nos per two year**	4.00	3000	Nos.	12000.00
7	Cleaning the water tank on terrace of the quarters/office at every three months as directed including dewatering and cleaning materials like bleaching powder/ cleaning agent including wire brushes and collecting and disposing off the dirty materials into dustbins as directed by Engineer in charge (The all required materials will have to be brought by contractor at his own cost. Due care should be taken or not breaking the ball cock etc). 1.220kV Motipaneli S/s – 1 2.132kV Bhayavadar S/s – 2 **TOTAL : 03 tanks × 06(3 time in a year) = 18 Nos. per two year**	18.00	300	Nos.	5400.00
8	Cleaning the toilet block of CR with cleaning the floor dedo WC Tub, Wash basin, urinal etc. with using necessary acid, phenyl, brushes, coco broom etc. complete as per the instruction of EIC. (Note: The materials such as brushed, brooms and phenyl, acid etc. required is to be brought by the contractor at his own cost.) 1.220kV Motipaneli S/s – 3 2.132kV Bhayavadar S/s – 2 **(Avg 26 daysx24 months x 5=3120)**	3120.00	12.50	No	39000.00
				Sub Total Rs.	**1360112.00**
				GST 18.00 % Rs.	**244820.16**
				Net Total Rs.	**1604932.16**

Note: GST retention will be paid only after submission of documentary evidence by the contractor for the amount which shall be lower of (1) the amount supported by the documentary proof of GST paid, (2) GST payable on the amount passed for payment as per terms & condition of the order of GOVT./GETCO's rules if applicable. GST TDS @ 2.0% OR prescribed by time to time by Govt. will be deducted from your bill w.e. from 01.10.2018.

Superintending Engineer
GETCO, CO- Junagadh

We agree & abide to all terms & conditions of GETCO and we agree to carry out above job at_____% above / below than schedule-"B" rates as stated i.e. at total cost Rs._____.

Place :- _____ Date:

sign & Seal of the Tenderer