Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

CIN U40100GJ1999SGC036018 | An ISO 9001:2015 Certified Company

Tel. (0288) 2551229 Fax: (0288) 2554403 | E-mail: setrjmn.getco@gebmail.com

TENDER NOTICE: Tender No: TCJ/26-27/98 **Date- 18.11.2026**

SE (TR), Jamnagar invites "On line Tenders" (e-tendering) for the **Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle**. Tender Papers & Specifications may be down loaded from Web site https://getco.nprocure.com **(For view, down load and online submission)** and GUVNL/GETCO web site www.gseb.com & www. Getcogujarat.com (For View & down load and only). **All tender documents are to be uploaded through online only (mandatory) (**બધા ટેંડર ડોક્યુમેંટ ઓનલાઇન અપ્લોડ કરવા(**on (n) Procure portal** Including Tender fee, EMD.

Tender fee and EMD are to be submitted through RTGS/NEFT/ONLINE Only.

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

Sr. No.	Description	
1	Tender No.:	**TCJ/26-27/98**
2	Purchase of	**Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle**
3	Tender Fee with GST (nonrefundable)	**Rs. 1180.00**
4	Estimated cost with GST in Rs.	**Rs. 15,13,386.00**
5	Earnest Money Deposit amount in Rs.	**Rs. 20,000.00**
6	Time limit	**2 Year**
7	On line (E-tendering) tender/ offer submission/ EMD AND TENDER FEE SUBMISSION last date up to 16.00 hours only (This is mandatory)	**09.12.2026**
8	Tentative Date of opening of TECH bid online opening at 16.30 Hours. (if possible)	**09.12.2026**
9	Tentative Date of on – line opening of Price bid, (if possible), at 17.00 Hours	**09.12.2026**
10	Prices	Firm

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

IMPORTANT:

1. Bidder has to upload scanned copies of original (Notarized/self-attested copies of original – as specified in tender documents) document with bid and no physical documents to be submitted by bidder Including Tender fee, EMD.
2. **Bidder has to submit Tender Fee, EMD in form of RTGS/NEFT/ONLINE Only form as per date shown in table.**
3. In case short submission of documents with bid and / or clarification if any required from the bidder, the required details/documents may be asked from bidder in physical form.
4. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.

5. All the relevant scanned documents as per requirement of the tender are to be upload through online only on (n) Procure portal Including Tender Fee, EMD and Integrity Pact. All tender documents including Price bid, Tender fee, EMD and Integrity Pact are not to be submitted physically.
6. Tender will be evaluated on Data / Details / Documents of the online offer only.
7. It is mandatory for all the bidders to upload their tender documents and Receipts of Tender fee and EMD payment by online (e-tendering) in scheduled time.
8. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the GETCO has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/ONLINE ONLY.

ટેંડર ફી અને ઇએમડી RTGS/NEFT/ONLINE માર્ફતે જ ભરવાના રેહ્શે.

- Tender without EMD and tender fee plus GST as applicable shall be rejected.
- **Details of RTGS/NEFT:**

Sr.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Branch	Jamnagar L.B.
3	Branch Code	60119
4	IFSC Code	SBIN0060119
5	Name of Account	The Superintending Engineer, TR GETCO
6	Account No.	031132304770

In case of payment through RTGS/NEFT bidder has to mail following details:

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

ટેંડર ફી અને ઇએમડી RTGS/NEFT/ONLINE માર્ફતે ભર્યા બાદ નીચે ના ઇ મેઈલ પર ઉપરોક્ત વિગત ભરી જાણ ફરજિયાત કરવી .

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To:

a. setrjmn.getco@gebmail.com
b. decmcjam1.getco@gebmail.com
c. aotrjam.getco@gebmail.com
d. cashierjam.getco@gebmail.com

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

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

No bid, EMD and Tender fee shall be accepted in physical form.
Technical and post qualification bid details specification will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.
The price bid of those tenderers shall only be opened which are found technically acceptable and satisfying the requisite qualification & parameters.

The GETCO reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

Yours faithfully,

SUPERINTENDING ENGINEER (TR)
GETCO, JAMNAGAR

Download Tender Documents in (PDF Format) which consists of:
Part – I: Commercial Terms & Conditions
Part – II: Technical Specifications & GTP'S, Schedule "A" indicating the quantities & items, drawing 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

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TECHNICAL BID

Tender No.: - TCJ/26-27/98

Submit through N-Procure Only

NAME OF WORK: Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle.

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DATE :

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

OUR ENEAVOUR

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

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

Qualification requirement (List of Documents to be submitted online with technical Bid)

(A) Technical

1. Driver having appropriate driving license.
2. Vehicle having comprehensive risk insurance policy of occupant's risks in case of old vehicle.
3. One certified Xerox copy of RC book in case of old vehicle.
4. Fitness of driver and vehicle in case of old vehicle.
5. Vehicle Taxi/Maxi Passing registration.
6. Seal & Signature of contractor must be required on all document of technical bid.
7. All appropriate documents in case of old Vehicles. (like PUC, RC book, RTO passing, fitness certificate etc.)

(B) Financial Qualification requirement:

1. Copy of PAN card.
2. Copy of GST registration with active status.
3. Copy of power of attorney as the case may be.
4. Copy of partnership deed if any along with Form G or Proprietorship Affidavit.
5. receipt for payment of EMD & tender fee.
6. Copy of PF registration OR P.F. under taking on stamp paper of Rs. 300.00 (Form attached) along with notarized.
7. MSME registration (if applicable).
8. Declaration of Relationship with Employee.

- ALL DOCUMENTS MUST BE SELF-ATTESTED AND Seal & Signature of contractor must be required.
- Any documents demanded will be submit by Tenderer within time limit, while asking by Getco.

NOTE:

- IF BIDDER FAILED TO SUBMIT ONE OF THE ABOVE DOCUEMNTS ALONG WITH THE TECHNICAL BID, THE TENDER WILL BE REJECTED WITHOUT INTIMATION TO CONTRACTOR. THEIR PRICE BID WILL BE NOT OPEN IF FOUND MISSING OF DOCUMENTS. PRICE BID OF ONLY THOSE BIDDERS WILL BE OPEN WHO WILL 100% TECHNICALLY QUALIFIED AS PER OUR TERMS AND CONDITIONS. HENCE BEFORE QUOTE THE BID, BIDDER HAVE TO ENSURE THAT ALL THE DOCUMENTS ARE SUBMITTED OR NOT ALONG WITH TECHNICAL BID, OTHERWISE HE WILL BE RESPONSIBLE FOR NOT OPEN THE PRICE BID.

- Above technical criteria are for technical scrutiny after opening the technical bid. However, the GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Remarks: (OLD OR NEW Any Vehicle Quote by Party, have Airbag Facility (shall be fitted air bag for the person occupying the front seat other than the driver and the requirement for such airbag shall be as per AIS 145)).

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SPECIAL INSTRUCTION TO THE TENDERER.

1. **The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/ONLINE ONLY**

2. **The Tenderers shall specifically note that the Tenders are invited on percentage rate on first item of schedule B only.**

3. The price bid of only those Bidders will be **opened online** who are considered technically acceptable.

4. The tenderers will ensure submission of the Tenders documents **online** before the due date and time.

5. The price bid of those tenderers shall only be opened which are found technically acceptable and satisfying the requisite qualification & parameters.

6. The Getco can delete any item in schedule of the tender, at the time of placing of work order.

7. In case of OLD Vehicle Only after Physical verification of the Vehicle (if required), bidder will be Qualify for Further Process.

8. **Submission and Evaluation of Documents / Clarification ...**

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

h. 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.

i. 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.

j. 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.

k. 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.

l. 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…

a. "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 land time for submission of the bid.

b. 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.

c. Clarification, if any, shall be governed strictly by Clause No. 8 above 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…

a. "Bidders shall fill all online Annexures, wherever required, and shall upload all supporting authentic documents as specified in the Tender Document.

b. 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.

c. The responsibility for submission/uploading of complete and valid documents required under the Tender Document shall rest solely with the Bidder.

d. 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. 9 above.

e. The Owner reserves the right to evaluate the bid on the basis of the Data / Details / Documents available in the original online offer and in accordance with the provisions of the Tender Document."

The tenderer should have to submit with tender attested copies of following

The GETCO reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

TECHNICAL TERMS AND CONDITIONS

1. **Type of vehicle**:

You will have to provide standard make vehicle as mentioned above. offered Vehicle Model shall not have registered before 3 years as on the date of tender opening or New Vehicle as per specification.

Vehicle Specification
Tenders invited for Hiring of Vehicle with following Specification-

- **Type of Vehicle**: - As per Tender subject
- **Registration**- offered Vehicle Model shall not have registered before 3 years as on the date of tender opening or New Vehicle as per specification
- **Working** - 12 Hrs./Day & 3000 Km/Month
- **Contract Period**- 24 Months (Extended further for 12 +12 months as per clause and Extension of Vehicle depends on Approval from Competent authority)
- **Location**- OFFICE OF **DE Hot Line Porbandar** (utilized anywhere in Gujarat)
- **Other Facility**- Safety Fire Extinguisher, First aid kit, Water Jug, Mobile Charger, Torch etc.

2. **Area of traveling**:
Anywhere in Gujarat.

3. During a day vehicle can be called at any time and for any number of times as per requirement.

4. Before starting journey, taxi driver must be in the position to have the log book of journey of the registered taxi and it must be filled up by the vehicle user officer by mentioning opening and closing Kms. of the journey.

5. Log Book of the vehicle is also to be filled up day to day by the user/officers mentioning the place visited by him along with the duration of journey, traveled and duly signed.

6. The vehicle to be deployed shall be inspected by authorized representative of GETCO at any time during period of contract and if any defect is noticed, it should be rectified by the contractor immediately. GETCO shall have right to reject vehicle if condition of vehicle is not satisfactory.

7. **DRIVERS / UNIFORM**:

a. The contractor shall employ qualified and well behaved driver having valid permanent license for driving vehicle as per RTO and insurance rules. 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 driver should behave courteously and respectfully with traveling officers. He should be free from habits of smoking/drinking intoxicant liquors. No any allowance shall be paid by the GETCO to the driver. Any misbehavior of the driver will be reported to vehicle owner and if vehicle owner fails to provide new driver within 24 hrs. GETCO reserves the right to terminate the contract or hire vehicle from open market at the risk and cost of the contractor. Driver should wear a uniform supplied by contractor.

8. In case of breakdown of vehicle or in case of a vehicle not acceptable to GETCO under clause mentioned above the contractor will immediately replace the same by good vehicle within shortest time (say within 1 hour only). Failure to replace the vehicle will entitle GETCO to impose penalty equivalent to the average daily hiring charges

for that period or actual expenditure done whichever is higher for the period, for which vehicle is under break down and not been accepted by GETCO.

9. **ACCIDENT LIABILIATY**:

1.The contractor shall at all-time indemnities GETCO and its officers, servants and agent against all third party claims, what so ever (Including but not limited to) property losses/damages, personal accident, injury or death of persons of any sub-contractor, and/or agents of the contractor and/or of GETCO, damage to the property of GETCO, arising out by the Hired vehicle, the contractor shall bare at his own cost and initiative at all times till the successful completion of the contract period. Contractor shall have to maintain comprehensive insurance policy in respect of all insurable liabilities, under Motor Vehicle Act, workman's compensation act. Personal injuries act, Emergency risk insurance act, Approved by Secretary/GETCO.

2. If due to any reason what so ever, the GETCO has to make any payment, for vehicle or driver etc, the amount so paid by GETCO payable by the contractor to GETCO and all such payment shall be recovered by GETCO from the dues payable to the contractor and/or from the security deposit of the contractor. Balance amount if any is still payable by contractor; it has to be paid immediately to GETCO.

10. **COMPUTATION OF KILOMETERS**:

The starting and closing kilometers will be admissible from the point of first pick up for starting and point of last drop for closing of journey.

a. **MAINTENANCE OF LOG BOOK**

The contractor will be required to maintain Log Book as per the standard format which will record the journeys performed by the GETCO officer. The Log book when closed or at the end of the contract, should be handed over to the GETCO for its record.

13. **MAINATENANCE OF SPEEDOMETERS**

The speedometers recording the kilometers by the vehicle should always be maintained in working conditions. If at any time, the speedometer goes out of order, the kilometer traveled will be admissible according to route kilometers till the speedometer is brought back in to working condition. No average shall be admissible based on the earlier journeys to the same places.

14. Drivers which are provided by contractor must be fully conversant with the routes of Gujarat state and he must be having valid driving license and vehicle's another necessary documents with him.

15. When day to day, vehicle reports for its duty on specific time given by GETCO, at that time driver must be fully equipped i.e. including required Money to keep the Car running in fully tip top condition. He should not demand money from the officer traveling for repairing the vehicle on road etc.

16. As and when the driver report with the vehicle, it should be duly topped up with fuel, oil lubricants etc. and no extra time will be allowed for such work after he report on duty.

17. The vehicle shall have to be properly insured so as to cover the risk of the lives of the officers and staff of the GETCO traveling by the same, with their property.

18. The vehicle SHOULD BE AVAILABLE FOR 12 HOURS x 6 DAYS (Generally Sunday is W/off), if require, in case of emergency, contractor will be informed to make arrangement of vehicle even on Sunday or in odd hours. **On Sunday, if vehicle is provided than nothing will be paid extra/ overtime on account of salary and wages of drive/ vehicle**

SPECIAL TERMS AND CONDITION

1. **All road tolls/bridge tolls shall be reimbursed on production of proof of payment along with monthly RA bills.**
2. The vehicle to be offered for hiring shall be in up-to-date condition including its tubes, tires, engine as well as conditions of its outside body.

3. **The period of the contract shall be for TWO years. The period can be further extended by one year on mutual agreement as per same rates, Terms and condition for maximum two times. i.e. Total extension can be given of two years in two segment of one year each, if required. However, in case of poor service provided by the contractor, circle head shall be empowered to terminate the contract after one year of commencement of contract.**
4. Vehicle will have to be sent along with well-experienced, driver having good manners with necessary tools and tackles to meet the normal breakdown while on road. The driver sent with the vehicle shall have valid license for driving and Taxi badge. The driver shall be well versed with R.T.O. rules. The driver shall be preferably below the age of 40 yrs. & never above 55 yrs. The lodging and boarding of driver shall born by contractor.

5. The vehicle is to be hired for the maximum of 3000 km.
6. Rates for excess km travelled by hired vehicle, beyond 3000km per month is admissible occasionally, with permission of circle head.

7. **Any excess travel of vehicle beyond 3000 km by the officer in-charge of the vehicle shall be under the written/verbal approval of circle head and the same shall be regularized by an office note giving clear reasons for travelling beyond stipulated km.**

8. **The vehicle to be offered for hiring shall be in up-to-date condition including the tubes, tyres, engine as well as condition of outside body.** The vehicle to be offered shall not have been registered before more than 03 years as on the date of tender opening. However, in case of a very poor response or to break off the likely cartel, a relaxation can be granted for one year with the permission of circle head. However, the officers placing an order should ensure that condition of such vehicle is tiptop.

9. The vehicle should have good upholstery covered with clean covers, comfortable seating arrangement and shall be washed/service at regular intervals of a week. Vehicle shall always be kept neat and clean.

10. The driver should provide with enough money to cover the cost of diesel, repairs and incidental expenditure while in journey. Driver should provide mobile phone facility for communication. Driver should always keep all documents relating to vehicle such as R.C. Books, insurance, valid license and PUC certificate or any other important documents in original copy with vehicle.
11. When day to day, vehicle for its duty on specific time given by GETCO, at that time driver must be fully equipped i.e. including required Money to keep the Car running in full condition. He should not demand money from the officer traveling for repairing the vehicle on road etc.
12. The contractor shall also make his own arrangements for refueling, repairs and maintenance of his vehicle and provide other vehicle during maintenance or repair period with all above-mentioned conditions.
13. Contractor should appoint a driver with valid license according to vehicle. Driver must not be addicted of any habits. Changing of driver shall be intimated by contractor to concern user of vehicle in prior.
14. Vehicle hired should be displayed board in paint with words “ON GETCO DUTY”.
15. If the vehicle sent by the contractor is not as per the specification, charges will not be paid though the vehicle is used because of emergency.
16. RTO rules, insurance rules & safety rules are to be complied by contractor and Driver. Also labour and P.F. laws are to be strictly compiled.
17. Vehicle shall be called by GETCO officer at any place for receiving and drop of staff at any time.

18. The driver sent with the vehicle shall have valid license for driving and Taxi badge or as per latest RTO/Govt. rules. No any allowance shall be paid by GETCO to the driver. Any misbehavior of the driver will be reported to vehicle owner and if vehicle owner fails to provide new driver within 24 hrs. GETCO reserves the right to terminate the contract or hire vehicle from open market at risk and cost of the contractor. Driver should wear a uniform supplied by contractor, well-dressed driver having good manners with necessary tools and tackles and Contact facility (Mobile-Phone) to meet the normal breakdown while on road. The lodging and boarding of driver shall born by contractor.

19. The vehicle to be deployed shall be inspected by authorized representative of GETCO at any time during period of contract & if any defect is noticed, it should be rectified by the contractor. GETCO shall have right to reject vehicle if condition of vehicle is not satisfactory.
20. Any change in drivers and Vehicles due to unavoidable circumstances shall be immediately intimated to EIC and DE(T-2 Construction) Jamnagar Construction Division with reasons for the change
21. **Successful bidder has to provide vehicle for work under police protection at ROW prone area in any village at any time in case of emergency without claiming any kind of extra charges or without any excuse.**
22. If vehicle is hired for 12 Hrs. then one weekly off is admissible.
23. There is no need of vender Registration.
24. The engaged driver by successful bidder has not to talk on the mobile cell phone while driving for safety purpose.
25. All the guidelines/instructions/circulars issued by Government / GUVNL/GETCO time to time regarding precautions to be taken while working at site due to COVID-19 Pandemic to be strictly followed.

26. **The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. The Superintending Engineer (TR), Jamnagar reserves the right to reject any or all tender without signing any reasons whatsoever and decision of The Superintending Engineer (TR), Jamnagar will be final and unchallengeable.**

27. **The Head Quarter of Vehicle at Office of DE Hot line Office Porbandar . However, it may be changed if required for administrative point of view and the successful tenderer shall have make arrangement accordingly.**

28. Formula for considering price variation – No price variation will be payable on cost of Oil/tires, Tubes etc. Only charges in price of Diesel/Petrol will be adjustable. You must quote prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer.

29. **For Every Ten Paisa Increase in price of fuel(Diesel/Petrol), price of one paisa per KM shall be payable and for every Ten paisa decrease in prices of fuel (Diesel/Petrol), price of one paise per KM shall be deductible. This will be applicable to the actual Km traveled during the month.**

30. The general use of vehicle is for Line Patrolling work, line maintenance work to transport man & material etc. used on Kaccha/Pakka road/Bullock cart way where vehicle approach is possible.

32. **Conditional tender will not be accepted and straight away be rejected.**

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

32. Contractor should appoint a driver with valid license according to vehicle. Driver must not be addicted of any habits. Changing of driver shall be intimated by contractor to concern user of vehicle in prior.

33. The contractor shall make his own arrangement for the Boarding and lodging of his Drivers, Agents and Servants.

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

35. All road tolls/bridge tolls shall be reimbursed on production of proof of payment along with monthly bills.
36. The Contractor shall immunize company's personal against any claim arising out of accident or misbehavior of the drivers. The vehicle shall be kept properly insured all the time to cover the comprehensive risk and simultaneously immunized company on account of likely claims from public, police dept. etc.

37. If contractor fails to provide the vehicle on any day, as per contract, penalty of Rs .2000/- per day plus Applicable taxes if any per Vehicle will be recovered from the current R.A. Bill and also vehicle will be hired from other agency and if required by paying higher rate, in that case, difference of rates plus applicable taxes if any will be recovered from the contractor

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

39. The bills for travelling of the vehicle shall be paid on monthly basis.

40. The Vehicle must have the full size strong carrier on Top of Body of Vehicle for proper stacking of miscellaneous tools-tackles, SS& Line maintenance materials etc. as per instruction of Engineer in-charge.

41. Bidders must quote prices on the basis of current rate of Diesel and Petrol I.e. Petrol/Diesel rate of IOCL / BPCL or any other petrol company undertaking of Government prevailing on the date of tender opening, also during claim price variation on Petrol/Diesel only IOCL / BPCL or any other petrol company's (undertaking of Government) bill or invoice is valid.

42. In case of poor services provided by the contractor, superintending engineer, Jamnagar shall be empowered to terminate the contract any time during contract period and security deposit plus taxes if applicable will be forfeited.

43. If the vehicle is released or used at or after 01.00 AM (Midnight), It will be considered as night halt and paid accordingly and overtime charges will not be payable. **(This will applicable only for vehicle which is hired for 12 Hrs. service per day)**

44. Tools-Tackles, SS & Line maintenance materials, testing kits etc. will be loaded inside the vehicle as per requirement.
45. Vehicle utilized anywhere in Jamnagar TR Circle and Anywhere in Gujarat
46. **Vehicle should be run on route and timing which will be decide by Engineer in-charge.**

I HAVE READ ALL THE TERMS AND CONDITION AND THAT ARE BINDING TO ME.

COMMERCIAL TERMS AND CONDITIONS

1. AGREEMENT & COMPENSATION BOND:

The successful tenderers will have to execute Agreement & compensation bond each on stamp paper of value Rs. 300/- at our Transmission Circle Office, Jamnagar before Commencement of works as per GETCO's prescribed Performa.

2. INCOME-TAX :-

Income tax as per rules will be deducted from the bills.

3. Security deposit: As per prevailing rules of the Corporation, 5% of the contract value shall be paid as 'Security Deposit'. Out of this, 100 % of SD shall be paid at Transmission Circle Office Jamnagar .

a) In form of DD for any amount of Security Deposit OR
b) In form of Bank Guarantee as per the approved format of the Corporation when amount of Security Deposit exceeds Rs. 100000.00 (in words Rupees One Lac Only).

The EMD **plus** **Applicable taxes** 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.
c) If fails to submit SD.

Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by following banks will be valid/considered.

A) Guarantee issued by following banks will be accepted as SD/EMD on permanent basis.
1. All nationalized Banks.

B) Guarantees issued by following banks will be accepted as SD/EMD. March 31, 2027. The validity cut-off date IN GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee

Sr No	Name of Bank	Sr No	Name of Bank
1	AXIS Bank	23	South Indian Bank
2	AU Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnad Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	YES Bank
6	DBS Bank India Limited	28	Ahmedabad Mercantile Co-Op Bank
7	DCB Bank	29	Nutan Nagrik Sahkari Bank Ltd.
8	Dhanlaxmi Bank	30	Rajkot Nagrik Sahkari Bank Ltd
9	Equitas Small Finance Bank	31	Saraswat Co-Operative Bank Ltd
10	FEDERAL Bank	32	SBPP Co-Operative Bank Ltd.
11	HDFC Bank	33	SVC Co-Operative Bank Ltd.
12	HSBC Bank	34	The Cosmo Co-Op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-Operative Bank

14	IDBI Bank	36	The Surat District Co-Operative Bank
15	IDFC First Bank	37	The Surat People's Co-Op. Bank
16	Induslnd Bank	38	The Kalupur Commercial Co-Op. Bank
17	Jammu and Kashmir Bank	39	The Baroda Central Co-Operative Bank
18	Jana Small Finance Bank	40	The Panchmahal District Co-Op. Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-operative Bank
20	Karur Vysya Bank	42	The Banaskantha Mercanttile Co-op. Bank
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

Bank Guarantee of other than above mentioned banks towards Security Deposit Performance Bank Guarantee & Warranty will not be acceptable The security deposit will be refunded only after the completion of Contract period.

4. **SETTLEMENT OF DISPUTE:** -

In case of any dispute, the decision of the Superintending Engineer (TR), of Circle Office, GETCO, Jamnagar will be final and binding to the tenderer.

4.1 **PAYMENT:**

Payment will be made every month on actual work executed for which contractor has to submit the bill in triplicate along with the logbook to E.E. Transmission DIVISION Office, GETCO-Ranavav. The payment will be made by RTGS.

5. Rates for excess KMs traveled by hired vehicle beyond 3000 KMs. per month shall be paid extra as per actual extra running Km. at the rate mentioned in Schedule-'B'.

6. **The contractor shall immunize company's personnel against any claim arising out of accidents or misbehavior of the drivers. The vehicle shall be kept properly insured all time to cover the 3rd party risk and Simultaneously immunized company on account of likely claims from Public, police dept. etc.**

7. The 100% bills for traveling of the vehicle shall be paid on monthly basis.

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

9. **If contractor fail to execute the order fully or partially, the order will be got completed through other agency and if required to pay higher rates, in that case, total expenditure that will be recovered from agency who fail to execute the order fully or partly or If successful bidder fails to execute the work fully or partially,, then EMD & SD plus applicable taxes if any paid by such party to Getco will be forfeited and may Jamnagar circle office not work with such bidder for period of one year.**

10. The contractor will have to fulfill the condition of contract labour regulation abolition Act-1970 and furnish the records failing which payment will not be made.

13.Contractor must have P. F. number and letter of registration with PF authority, if Applicable.

14.Any legal disputes subject to Jamnagar jurisdiction only.

The payment of the above work will be processed through VMS portal of GUVNL, hence you are required to get yourself registered on https://vms.guvnl.com and submit the digitally signed Invoices, GST CA Certificates, and other supporting documents to Consignee Location/ Ranavav Division office using your login ID and Password on the VMS portal of GUVNL.

15. **Statutory variations: -**Any statutory increase or decrease in the taxes and duties including GST subsequent to offer if it takes place within the original contractual delivery date will be to the GETCO's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the GETCO. However, such statutory variation is applicable to only direct supply or services. No statutory variation shall be admitted, if the excise duty becomes payable because of exceeding the prescribed limits for turn over or for any such other reason.

16. Relationship with employee:

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

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

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

GENERAL TERMS AND CONDITIONS OF TENDER

2.0 DEFINITION OF TERMS

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

2.1 CONTRACTOR'S DE FAULT

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

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

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

- **RIGHTS OF THE OWNER**:

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

Lien in respect of Claims in other Contracts:

- 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.
- 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.

1. **Goods and service Tax (GST):-**
   The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017and all related ancillary legislations). Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 18.00 % 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.

1.00 % TDS SGST and 1.00 % TDS CGST or 2.00 % TDS IGST on principal amount is applicable with effect from 01.10.2018

GST :-

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

(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) Contractor has to submit Notarized Undertaking in GETCO Specified Format for Applicability of Provision of e-invoice and if Provision of e-invoice will be applicable to the contractor then payment will be made to the contractor only on submission of e-invoice. Copy of the format is attached for ready reference.

(v) Contractor has to submit C A Certificate and undertaking for GST in GETCO in specified format at the time of final bill.

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.

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 service tax GST payable by service provider and service receiver. Contractor has to also submit tax invoice along with e-way bill generated at their end as described under GST rules and Regulation indicating GSTIN No

Goods and Service Tax (GST) :

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

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

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

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

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.
Contractor has to submit C A Certificate and undertaking for GST in GETCO in specified format at the time of final bill.

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Creditand / 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.

3.If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if COMPANY suffers any financial loss due to this, then COMPANY will be at liberty to adjust the amount plus GST as applicable from other orders of the same firm or by encashing the Bank Guarantee

3.0 ARBITRATION: All question, disputes differences whatsoever which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to the "Gujarat public works contracts disputes arbitration tribunal" as per the provision of the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992.
The reference to arbitration proceeding under this clause shall not:

1) Affect the right of the E.I.C to take possession of all or any tools, plants, materials and stores in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.

2) Preclude the E.I.C. from utilizing the materials purchased by the contractor in any work from remaining such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under general conditions.

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

4) Preclude the Board from getting the work done by another agency.
5) Neither party is entitled to bring a claim to arbitration tribunal latest by thirty days (30) days after the expiration of the defects liability period.
6) The provisions of the Arbitration and Conciliation Act 1996, Gujarat Public Works contract Disputes Arbitration Tribunal Act 1992 and rules made there under shall apply to the arbitration proceeding under this clause.

For Works Contracts and Composite Contracts, the following Arbitration clauses are required to be inserted in the respective agreements:

(1) Amicable Settlement

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

(2) Arbitration

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

For Procurement of Goods or Services and Non- Works Contracts, the following Arbitration clauses are required to be inserted in the respective agreements:

(1) Amicable Settlement

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

(2) **Arbitration**

If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad ("the Centre" for short), currently functioning in the High Court Complex, Sola, Ahmedabad for appointment of arbitrator and thereupon, the Centre shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. If the parties unanimously agree to appoint three arbitrators, then in that case, each party shall appoint one arbitrator from the panel of arbitrators of the Centre, and the Centre shall appoint the third arbitrator, who will act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties for all disputes arising under or in connection with this agreement. The arbitration shall take place at the Arbitration Centre, Ahmedabad, High Court Complex, Sola, Ahmedabad, Gujarat, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the proceedings shall be conducted in English. The arbitration award shall be final and binding on the parties.

TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

a. The contractor shall pay minimum prevailing rates per day or as may be specified hereafter or rates fixed under the minimum wages Act. Whichever is higher. The wages or very contract labour employed by him under this contact shall be paid by him before the expiry of 7th day of the month in respective of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in the presence of management representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the representative of the GETCO. Any default will result in cancellation of contract forthwith or also the contractor shall be paid punishable to the extent of Rs.100/- plus **Applicable taxes if any** fine per each day.

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

2) Labour Laws

(A) Person below the age of 18 years shall not be employed for the work.

(B) No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m. (C) Contractor shall maintain a valid labor license under the contract labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.

(D) The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respective thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under :-

(i) Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.

(ii) Payment of deposit in respect of each contract labour at the rate as per admissible with the office of commissioner of Labour as per the contract Labour (Regulation and abolition Act.).

(iii) License fee as prescribed under the contract labour (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.

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

(v) Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labour laws.

(vi) Payment of compensation in case accidental inury.

(vii) Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

3) Provident fund & Family pension Scheme:-

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

4) Deposit Linked Insurance Scheme :-

The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit. Linked insurance Scheme with concern regional Provident Fund Commissioner office.

(5) Administrative Charges:-

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

(6) Paid Leave Facility: -

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

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

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

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

(9) Contractor to Identify the GETCO:-

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

(10) **The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.**

- **Deduction of TDS under GST:**

(11) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses

(12) "TDS under GST @ 2 % (1 % CGST & 1 % SGST or 2 % IGST, as applicable) or at the applicable rate from time to time, will be deducted from the bill of the Suppliers / Contractors at the time of credit or payment. TDS certificates in the prescribed format will be issued as per prescribed rules under GST."

13) As per Purchase Policy Amendment no. (9) dt.03/08/2019 regarding Conflict of Interest among Bidders/Agents clause No.4.23 as under:

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

d) They have relationship with each other, directly or through common third parties, they put 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 manufacture in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufactures, one agent cannot represent two manufacturer or quote on their one behalf in a particular tender enquiry.

One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following;

1. The Principal manufacturer directly or through one Indian agent on his behalf; and
2 .Indian/Foreign agent on behalf of only one principal.

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

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

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

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

Note: Kindly submit authority letter of your representative in tender document
(i.e. in EMD Cover).

16) As per Purchase Policy Amendment No. (10) dtd.14.11.2019 (Addition of new clause no. 4.17.5 in Purchase Policy – 2016 for procurement of material) as under:

- The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee/Warrantee period, equivalent to higher of two Bank Guarantees I.e. Security Deposit and Performance Guarantee as mentioned in Clause No. 4.17.5 to 4.17.7.
- It should be valid till completion of Guarantee/Warrantee period including additional one month.

However, in case of the delay in execution/delivery extension of Purchase Order, the supplier shall have to extend such Bank Guarantee accordingly.

17) The New Special conditions of contract shall be considered as below: Owner shall mean the Gujarat Energy Transmission Corporation Limited, Vadodara or any of its group companies i.e. GUVNL, GSECL, MGVCL, DGVCL, PGVCL, UGVCL and shall include its legal representatives, successors and assigns. "In event of failure of the contractor to pay the amount of penalty as demanded, the owner shall be entitled to deduct the amount of penalty for delay from the amounts payable to the contractors under any bills raised under this contract or any other amount 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."

- **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) Where any objection is made in writing by the buyer regarding acceptance of goods
Or services, the day on which such objection is removed by the supplier.

****" Date of deemed acceptance"**

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

I HAVE READ ALL THE TERMS AND CONDITION AND THAT ARE BINDING TO ME.

BIDDER'S DETAILS OF PERSONNEL

1	Firm Name	
2	Firm Address	
3	Firm Type (Proprietary/ Partnership)	
4	Contact Person Name and Designation	
5	Qualification	
6	PAN No	
7	Contract Details	
	Mobile No	
	E-Mail ID	
	Note: All the correspondence, queries etc., will be asked on above E-Mail only. Bidder is responsible to check and operation of e-mail ID.	

Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

CIN U40100GJ1999SGC036018 | An ISO 9001:2015 Certified Company

Tel. (0288) 2551229 Fax: (0288) 2554403 | E-mail: setrjmn.getco@gebmail.com

UNDERTAKING

Sub. : Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle

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

a) I/ we, the undersigned, have read and understand the Tender Specification No. TCJ/26-27/98 __For Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle Complete with the entire Tender Terms and Conditions.

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

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

d) I/We accept tender TCJ/26-27/98 UNCONDITIONALLY.

I, We here by visit the site and confirmed regarding site situation and herewith ready for work.

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

ANNEXURE I

DECLARATION

(Strike off whichever is not applicable)

This is to declare that, the quoted vehicle No _____ in this tender is not allotted/ utilized by me/ anybody or put on contract to any office/ company/ agency be me.

In our Quoted vehicle -- fitted **Air bag** for the person occupying the front seat other than the driver and the requirement for such airbag shall be as per AIS 145 is Available / Not Available. (STRIK OUT WHICH IS NOT APPLICABLE)

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ANNEXURE -2

Format for LOI Letter of Acceptance

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

Ref. No. Date :

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

Sub: **Latter of acceptance of LOI**

Ref: AT/LOI No: _____ , dated _____

Tender no:- TCJ/26-27/98

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle. '' We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,
Yours faithfully,

for _____

(Authorized Signature)
Designation _____
(Official Stamp)

Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

CIN U40100GJ1999SGC036018 | An ISO 9001:2015 Certified Company

Tel. (0288) 2551229 Fax: (0288) 2554403 | E-mail: setrjmn.getco@gebmail.com

ANNEXURE -3

A/T ACCEPTANCE LETTER: -

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,

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

Sub: _____

Reference :

1. Letter of intent No.: - _____

2. Tender No. _ TCJ/26-27/98_

We hereby acknowledge, agree and accept your Tender No. TCJ/26-27/98_ and letter of intent No. under reference above with terms and conditions mentioned therein.

(Signature)

Designation _____

ANNEXURE-4

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

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

Ref:-Tender No. TCJ/26-27/98

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

I/We_____ _____Authorized signatory of M/s._____and thereby certified that M/s. _____ and their proprietor/any partner/any director of the firm is not stop deal and /or banned for business dealing and /or black listed by GUVNL/or their any subsidiary company viz. GSECL/GETCO/MGVCL/PGVCL/UGVCL/DGVCL/DISCOM.

Signature of tenderer

Seal of firm

Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

CIN U40100GJ1999SGC036018 | An ISO 9001:2015 Certified Company

Tel. (0288) 2551229 Fax: (0288) 2554403 | E-mail: setrjmn.getco@gebmail.com

Application for refund of EMD
(This Performa should be submitted by party
on letter Pad along with Tech. Bid)

To, Date:
The Superintending Engineer [TR)
Transmission Circle,
GETCO, Jamnagar

Sub: - Application for refund of EMD

Respected Sir,

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

Sr. No.	Description	Detail to be submitted by party.
1	Tender No.	
2	Tender ID	
3	Name of Work/Subject	
4	EMD Amount	
5	EMD DD No., Date of EMD & Name of Bank	
6	Name of Bidder	
7	Contact No.	
8	E-mail address	

Thanking you,

Faithfully yours,

(Name & Seal of Bidder)

Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

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Tel. (0288) 2551229 Fax: (0288) 2554403 | E-mail: setrjmn.getco@gebmail.com

PROFORMA FOR CONTRACT AGREEMENT
(Non Judicial Stamp Paper of Rs. 300/-)

This Agreement is made at BARODA the_____ day of _____ in the Christian Year Two thousand _____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 Vidyut Bhavan, Race Course, Baroda 390007 (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 GETCO do 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 GETCO 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 //

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 / GETCO Resolution authorising person to sign on behalf of Firm.

In witness whereof the parties hereto 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 Sardar Patel Vidyut Bhavan, Race Course, BARODA - 390 007.

In the presence of name, Full addressed and Signatue :
(1)_____
_____

(2)_____

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THESE PRESENTS that we, _____ by this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of _____ 2013. I/We Having Registered Office _____(herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO), 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:

g. I/We the CONTRACTOR hereby confirm that in any case of

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

UNDERTAKING CUM INDEMNITY BOND

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

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

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

(Signature of Contractor/POA HOLDER)

Witnesses:

1. _____

2. _____

ANNEXURE-5
OUR ENDEVOUR - Safety a habit

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

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

Indoor safety precaution	**Outdoor safety precaution**
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor‟s supervisor and gang leaders.	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor‟s supervisor and gang leaders.
Prior to execution of work a joint survey must be conducted by GETCO supervisor, and contractor‟s supervisor for risk assessment. • Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may be live. • Disconnect the equipment from supply. • Protect against other live parts. • Take special precautions when close to the bare conductors/bus bar	Prior to execution of work a joint survey must be conducted by GETCO supervisor, and contractor‟s supervisor and DISCOM line man in order to identify the following. a. HT/LT line or tap line crossing under each span of line of the work. b. Isolation point of each line crossing. c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch
Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works. 1. The contractors must provide advance planning of work to concerned in-charge of substation in writing. 2. Before starting any work whether switch yard, “permit to allow to work” must be taken from control room in-charge. 3. Utilizing Electrical / non-electrical equipments, safety rules must be implemented. 4. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. 5. Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area. 6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified electrician/wiremen with adequate size of wire through MCB as per I.E. Rule. - Live penal area / bus bar must be	Contractor’s supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthing technically prior to give clearance to gang leader for taking up job. While execution of stringing work, the identified line crossing must be isolated / de-energized and written clearance should be obtained from concerned DISCOM supervisor. The isolation of Tap line must be physically seen and verified by Contractor and GETCO supervisor. At D.O. fuse junction contractors person should be posted to ensure that no person restore D.O. supply while work is under execution Contractor’s supervisormust ensure that concern officer take LCP for EHV line and power line crossing.

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

પ્રોવિડન્ટ ફંડ માટેનું સોગદં નામું
(રૂ૩૦૦ ના સ્ટેમ્પ પેપર ઉપર)

આથી હું નીચે સહી કરનાર .....
ઉં. વ. ..... ગુજરાત એનર્જી ટ્રાન્સમિશન કોપાર્રેશન લિમિટેડના કોન્ટ્રાકટર તરીકે .....
સર્કલમાં કામ કરૂં છું. મારા કામનો પ્રકાર વાહન ભાડે રાખવાનો છે.

આથી હું સાગે દં નામા ઉપર જણાવું છું કે આ કામ હું માલિક કોન્ટ્રાકટર તરીકે પોતે કરૂં છું અને મેં કોઈપણ માણસને ડ્રાયવર તરીકે નોકરીમાં રાખ્યો નથી. અને તેને કોઈપણ જાતનો પગાર કે મહેનતાણું ચુકવતો નથી. આ બાબત હું સત્યતાપૂર્વક સોગંદ ઉપર જણાવું છું કે ઉપરોકત કામ અંગે મને ગજુ રાત એનર્જી ટ્રાન્સમિશન કોપાર્રેશન લિમિટેડમાથંી રૂા. ..... નો કોન્ટ્રાકટ મળેલ છે.

હું કોઈપણ સંજોગોમાં કર્મચારી કે ડ્રાયવર રાખીશ કે પગાર આપીશ તો તેવા સંજોગોમાં પ્રોવિડન્ટ ફંડનો નંબર લઈને ભરવાપાત્ર રકમ ભરી આપીશ, જેની આથી લેખિત ખાત્રી આપું છું. ઉપરોકત કામ બાબતે ભવિષ્યમાં પ્રોવિડન્ટ ફંડને લગતી કોઈપણ જાતની જવાબદારી મારી રહેશે.

સ્થળ: સહી:
તારીખ: નામ અને સરનામું:

Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

CIN U40100GJ1999SGC036018 | An ISO 9001:2015 Certified Company

Tel. (0288) 2551229 Fax: (0288) 2554403 | E-mail: setrjmn.getco@gebmail.com

CA Certificate

To,
EE / SE
GETCO,
(Location Address)

Sub.: CA Certificate for payment of GST and uploading of the invoice details on GSTN portal during FY _____

This is to certify that M/s (Name of the Party and Address) have completed the work / supply of (Nature of Work) against (Work Order No. and date). It is further certified that the GST charged on the bills of the said work order are paid to Government and accurate & correct details of such invoices are also uploaded on the GSTN portal within the stipulated time. It is further certified that GST charged from GETCO has neither been refunded nor is refund claim pending with GST Department. The details of invoices are as under:

Sr. No.	*Order No.*	*Invoice No.*	*GST Paid*	*GST Paid in the month*	*Division Name and Circle Name*

Name of the Firm:

Name of the CA:

Designation:

Membership. No.:

Firm Registration No.

UDIN(Compulsory):

Date:

Place:

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Annexure- B

ON STAMP PAPER OF Rs. 300 (Duly Notarized)

(TO BE OBTAINED EACH CONTRACTWISE YEARWISE)

Date:

Addl. Chief Engineer (Proc.)/Superintending Engineer/Executive Engineer Corporate Office/ Circle Office / Division Office

Respected Sir,

I, _____ (Name of the Authorized Signatory) aged about_____ years, in _____ my capacity as_____(Designation)_____of M/S._____(Name of the Seller with address) having PAN_____ (10 Digits) do hereby state that GETCO has awarded the order of _____ (Description of Supply Order EPC order)_____ having _____ (Order No and Date)_____ and we hereby declare that we, M/S_____ have aggregate annual turnover of more than / less than (Strike out whichever is not applicable) Rs. 5.0 Crores in the current financial year and the provisions of e-invoicing under GST Acts are applicable/Not-applicable to M/s _____.

We hereby undertake to comply with all the applicable provisions of e-invoicing under GST Acts and indemnify GETCO for any financial / non-financial loss that GETCO may suffer due to non-compliance of e-invoicing provisions under GST Acts and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to GETCO within the prescribed time limit. (Strike Out if not applicable)

For,

(Name of Authorised Signatory)

Designation:

(On the letter pad of the company)

Date:

Declaration Of Relationship with employee

To,
The Superintending Engineer (AM),
GETCO, Transmission Circle,
Jamnagar

Ref: Tender Notice No……

With reference to above your tender Notice No……

For the work of …….....

.....

.....…

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

Yours Faithfully,

For,

(Name of Authorized Signatory)

Designation:

Gujarat Energy Transmission Corporation Limited

Transmission Circle Office, Sat Rasta, Indira Gandhi Marg, Jamnagar – 361006

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PRICE BID

TCJ/26-27/98

Submit through N-Procure Only

Gujarat Energy Transmission Corporation Limited

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SCHEDULE – B

Name of work: - Hiring of AC, Diesel/Petrol driven SUV/MUV with airbag and minimum 7+1 seating capacity for 12 Hrs. per day for Two Years, maximum 3000 km per month for DE (Hotline) Porbandar under Ranavav AM Division of Jamnagar TR Circle.

Sr. No.	Description	Quantity	Unit	Amount	Total Estimated Amount
1	Hiring charges per Month for the first 3000 Kms./Month (for 12 hours/DAY) (Monthly minimum charges)	24.00	Per Month	60,055.00	14,41,320.00
2	Hiring charges for additional KM run over 3000 Kms. per month per KM.	As per Actual	Per Km.	10.50	------
3	Extra hour charges for hiring of vehicle beyond 12 hours	As per Actual	Per Hour	100.00	-------
4	Rate of Night Halts per Night	As per Actual	Per Night	300.00	-------
				Subtotal amount in Rs.	14,41,320.00
				(GETCO will pay GST under RCM) GST@5.00% (Applicable Only for Proprietary firm)	72,066.00
				Total amount Rs.	**15,13,386.00**
Rs. Fifteen Lacs Thirteen Thousand Three Hundred Eighty Six Rupees Only					

I/We am/are willing to carry out the above work at _____% above/below than above than estimated rates hence amount per month for item No. 1 will be Rs. _____In word Rs._____.

Note: % above/bellow will be allowed for item No. 1 only.

- Payment of tall tax will be done by submitting original tall tax receipt with RA bill.
- Providing FASTTAG Facility: a. Contractor has to submit the statement with monthly RA bill for reimburse the FASTTAG Expenditure.
- Use of Mobile phone is strictly prohibited while driving, If Driver found to utilise Mobile phone while driving then Rs.500 /- per instance plus Applicable taxes if any will be recovered from the current R.A. Bill.
- If the vehicle is released or used at or after 01.00 AM (Midnight), It will be considered as night halt and paid accordingly and overtime charges will not be payable. **(This will applicable only for vehicle which is hired for 12 Hrs. service per day)**
- **Detailed Vehicle timing will be mentioned in commencement letter.**
- **If any Item among schedule B need to Execute except item -1 by the officer in-charge of the vehicle, then in charge shall be under the written/verbal approval of circle head and the same shall be regularized by an office note given clear reasons for travelling beyond stipulated Km's.**
- If due to not maintaining minimum balance or any other reason if the penalty is collected by toll booth, then only basic amount of toll-fee shall be reimbursed. Penalty/Higher rate amount is the responsibility of contractor
- Bidder has to submit copy of insurance of vehicle.
- Vehicle is required to be driven in jurisdiction of Jamnagar (TR) Circle and anywhere in Gujarat State.
- Charges in price of diesel/Petrol will be adjustable. Bidder must quote prices on the basis of prevailing 15 days before due date of tender.
- **Bidders must quote prices on the basis of current rate of Diesel and Petrol I.e. Petrol/Diesel rate of IOCL / BPCL or any other petrol company undertaking of Government prevailing on the date of tender opening, also during claim price variation on Petrol/Diesel only IOCL / BPCL or any other petrol company's (undertaking of Government) bill or invoice is valid**
- No any Religious or caste related sticker paste on vehicle.

SE(TR) JAMNAGAR GETCO