GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
[Govt. of Gujarat Undertaking]
Circle Office, Post. Dabhan, Nadiad, Dist. Kheda, Gujarat, Pin- 387 230
E-mail: - setrnadiad.getco@gebmail.com

Corporate Identity No.U40100GJ1999SGC036018

E-TENDER FOR THE WORK OF

"Outsourcing of Comprehensive day to day House Keeping for office Premises, residential colony premises, Associated Building and Garden area of Circle Office Nadiad."

Index

Sr. No.	Document
1.	Tender Notice
2	Integrity Pact
3	Instructions to Tenderers
4	Qualification Requirement
5	General Conditions of Contract
6	Special Conditions of Contract with Declaration Form
7	Scope Of Work
8	APPENDICES
9	Schedule-B

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
[Govt. of Gujarat Undertaking]
GETCO
Circle Office, Post. Dabhan, Nadiad, Dist. Kheda, Gujarat, Pin- 387 230
E-mail: - setrnadiad.getco@gebmail.com

E - TENDER NOTICE

SE, NADIAD invites "On line Tenders" (e-tendering) for the mentioned in below table from registered Contractors in appropriate class with GETCO / Central / State Government / Railway/Semi. Govt. and who has executed housekeeping works successfully as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfill the all the qualification criteria. Otherwise, their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration.

Tender Papers & Specifications may be downloaded from Web site as https://getcotender.nprocure.com (For view, download and on-line submission).

All tender documents are to be upload (Notarized / self-attested copies of original – as specified in tender document) including scanned copy of duly attested Tender fee receipt, EMD receipt, Integrity Pact, attested tender documents with technical specification & other mentioned documents in qualification requirement through online only (mandatory) on (n) procure portal.

NO PHYSICAL DOCUMENTS TO BE SUBMITTED BY BIDDER

1	Tender Notice No.:	NTC/HOUSEKEEPING/NOV26/226
2	Name of work	"Outsourcing of Comprehensive day to day House Keeping for office Premises, residential colony premises, Associated Building and Garden area of Circle Office Nadiad."
3	Tender Fee (non-refundable)	₹ 1,770.00 (Including GST @ 18%) (1500+270) Payment of Tender fee will be accepted through RTGS / NEFT mode only)
4	Estimated cost Including GST	₹ 30,69,718.08
5	Earnest Money Deposit (EMD) amount	₹ 30,698.00 Payment of EMD will be accepted through RTGS / NEFT mode only)
6	Time Limit	24 (Twenty-Four) Calendar Months
7	Type of Tender (Works)	Percentage Basis on FIRM PRICE
8	On line (E-tendering) tender/ offer submission last date and time up to (This is mandatory)	As per Tender Notice Schedule
9	Date of opening of Preliminary & Technical stage (on-line Opening)	As per Tender Notice Schedule
10	Tentative Date of on – line opening of Price bid, (if possible),	Shall be intimated separately

IMPORTANT:

2. All the online Annexures and price bid, other tender documents must be submitted/attached through online form only.
3. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and no physical documents to be submitted by bidder except Tender fee, EMD and Integrity pact.
4. All such documents should be strictly submitted through online uploading. Otherwise, the offer will not be considered and no any further communication in the matter will be entertained on or before due date of submission. However, of anywhere in tender documents submission of other than this document or physical submission mentioned to be overlooked.
5. Tender fees & EMD amount should be paid by Online-payment mode only. Payment of Tender Fees & EMD by RTGS/NEFT shall be encouraged. After the payment through RTGS/NEFT bidder has to mail following details:

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

To:

a. setrnadiad.getco@gebmail.com
b. decivil2nadcir.getco@gebmail.com
c. aotrnadiad@gebmail.com

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

❖ GETCO Beneficiary Bank detail is as under:

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	02900200000624
3	Name of Bank	Bank of Baroda
4	Address of Bank	Main Branch, Basudiwala Tarrace, Santram Road, Nadiad
5	IFSC Code	BARBONADIAD
6	PAN No	AABCG4029R
7	TAN No	BRDG01028G
8	GST No	24AABCG4029R2ZC

The transection slip of payment made by RTGS/NEFT is to be uploaded in N-procure with tender documents

6. 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.
7. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.
8. 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.
9. Tender will be evaluated on basis of Data / Details / Documents submitted by online form only.
10. It is mandatory for all the bidders to upload their tender documents by on line only (E-tendering) in scheduled time. No documents shall be considered physically which are mentioned for on-

line submission only.

11. The bidders are required to fill up all the online annexure / forms (word file attached) and shall be uploaded invariably. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
12. Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or extension of due date etc
13. The Earnest Money Deposit and tender fee will be accepted through online payment mode NEFT/RTGS only and Tender Fee payment through NEFT/RTGS with different purchaser or agency shall not be accepted. Tender without EMD and tender fee shall be rejected. Two separate transection for Tender fee and EMD should be submitted.
14. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to: The Superintending Engineer, Gujarat Energy Transmission Corporation Limited, Circle Office, Opp. Collector office, P.O. Dabhan, Nadiad, Dist. Kheda, Gujarat, Pin – 387320.
GETCO reserves the right to reject any OR all tenders without assigning any reasons thereof.

Yours faithfully,
Superintending Engineer
Nadiad

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

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
NADIAD Date:

INTEGRITY PACT

OUR ENEAVOUR

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

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

_____ _____

Seal & Signature
(GETCO Authorized Signatory)

Name:
Designation:

Seal & Signature
(Party's Authorized Person)

(A) INSTRUCTIONS TO THE BIDDERS

A. INTRODUCTION

1.0 General Particulars

1.1 The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for erection of structures and all equipments including earthing installation as detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Qualification Requirements of Bidders

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

a) Registration: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / Private Limited Company (registered under the Companies Act. 1956/2013) or proprietorship firms /partnership firms registered with relevant authorities viz. For partnership concerns, registered partnership deed copy duly attested and for Proprietorship Company, in addition to copies of PAN card. Aadhar Card, it should have Shop and Establishment licence under the act.
b) Technical Criteria: Bidder shall have experience for similar type of jobs / nature of work (i.e., top-class housekeeping service) and satisfactory completion certificate from respective department should be submitted.
c) He has adequate financial capability and stability to meet the financial obligations arising out of the scope of works.
d) Provident Fund Code: Separate provident fund code number towards firm registered with Regional P. F. Commissioner.
e) Profit & Loss Account Statement: The Bidder should submit certified Xerox audited copy of the Balance sheet with profit and loss account of last three Years ITR.
f) Solvency: Latest bank solvency certificate from any Nationalized/Scheduled Bank of a sum of minimum 20 % of the estimated cost shown in the tender. The solvency should be in the name of "To Whomsoever it may concern" or "GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED (GETCO)". (Not old more than one year)
g) GST Registration Number
h) The bidder should submit the attested Xerox copy of PAN Card of their firm.
i) Nature of Firm: Attested copy of Partnership Deed with recent Form-G obtained from Registrar of firms for the current year, Power of Attorney, if any, for signing the bid documents in case of partnership firm & self-affidavit for proprietorship firm. In case the Form-G is not available for current year Affidavit cum Undertaking of the firm, declaring no change in Form-G is to be submitted. However this affidavit cum undertaking should be executed only by partnership firm. The party shall be liable to give fresh affidavit cum undertaking, after completion of its one year. All such documents shall have to be NOTARISED
j) Bidder shall have to submit partnership deed/company registration.
k) All the documents to be submitted in soft copy shall be self-attested.

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

3.0 Bidding Costs

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

B. BID DOCUMENTS

4.0 Details of Documents

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

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

5.0 Knowing the Bid Documents

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

6.0 Clarifications on Bid Documents

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

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

7.0 Amendment of bidding document:

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

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

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

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

C. PREPARATION OF BIDS

8.0 Language of Bid:

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

8.2 Bid Format

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

9.0 Local Conditions:

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

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

10.0 Documents comprising the Bid:

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

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

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

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

11.0 Scope of the proposal

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

a) Receipt of equipment's and material from GETCO Nadiad const Store and transportation, storage, preservation and conservation of equipment at the Site.
b) Pre-assembly, if any, erection, testing and commissioning of all the equipments.

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

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

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

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

12.0 Bid Price:

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

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

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

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

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

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

13.0 Price Basis:

13.1 The Price shall be quoted on percentage basis.

13.2 The Price quoted by the bidder shall remain firm during the bidder's performance of the contract.

14.0 Taxes and Duties:

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

14.2 Notwithstanding the tax liabilities as per the sub-clause14.1 to14.4 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

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

0

14.4 The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 14.7 supra.

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

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

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

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

14.8 The validity of tender is 180 days from the date of opening of technical bid.

14.9 GST Would be payable on production of proof of payment/challan & as extra CA certificate to be provided in case of credit utilization.

14.10 Income tax & Welfare Cess will be applicable as per rules and will be reimbursed on production of proof/challan.

14.11 Penalty for delay contract-maximum 10% of contract value subject to maximum 10% and 0.5% for delay amount & time period for work.

15.0 Time Schedule:

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

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

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

16.0 Contract Quality assurance:

16.1 The Bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

16.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed program shall form a part of the Contract.

16.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought-out items are being supplied wherever specifically indicated in the tender document shall supply only from those vendors. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor-supplied materials.

17.0 Insurance:

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

18.0 Erection Tools and Tackles:

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

19.0 Brand Names:

19.1 The specific reference in these specifications and documents to any material/equipment by brand name makes or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternatively material/equipment.

19.2 The bidder shall note that standards for workmanship material and equipment, and reference to brand name of catalogue numbers designed by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specification.

20.0 Bid Security/EMD:

20.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of estimated cost to be paid as under:
a) In the form of crossed DD drawn in favor of Gujarat Energy Transmission Corporation Limited payable at Nadiad.

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

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

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

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

20.6 The bid guarantee may be forfeited.

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

21.0 Format of Bid:

21.1 The Bidder shall prepare one copies of the bid, clearly marking each "Original bid" as appropriate.

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

21.3 The Bidders must submit the qualifying data in one original as Required in this Instructions to Bidders in separate envelopes sealed and enclosed in the Envelope submitting proposals, super scribed as under: QUALIFYING DATA FOR THE WORK The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

Signature of Bids:

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

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

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

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

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

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

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

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

24.0 Deadline for submission of bids:

24.1 The Bidders have the option of sending the bid by online only. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

24.2 Bids must be received by the Owner at the address specified under Para 24.1, not later than the time & date mentioned in the Invitation to Bid.

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

25.0 Late Bids

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

26.0 Modification and withdrawal of bids:

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

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

27.0 Information required with the proposal:

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

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

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

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

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

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

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

E. BID OPENING AND EVALUATION

28.0 Opening of bids by owner:

28.1 The Owner will open the technical bids in the n-Procure on due date mention in Tender Notice representatives who want to remain present during technical bid opening remain present as per date mention on tender notice. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

28.3 Price bid will be open 'online' only through n-code after technical scrutiny of tender.

29.0 Purpose of evaluation of bids:

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

30.0 Policy for bids under consideration:

30.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

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

31.0 Preliminary Examination:

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

31.2 Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

31.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

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

32.0 Evaluation of Price Bids:

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

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

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

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

33.0 Calculation of differential Price & Cost Compensation for Deviations.

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

Differential Price (DP)=n1F1+n2F2...+nnFn, where F1, F2...Fn are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: n1, n2...nn are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's proposal. The above factors and corresponding units of parameter differential are derived from the Technical Specifications, Data sheets and/or Special Conditions of Contract.

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

33.1 Comparison of Bids

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

For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:

W = Q + DP + D

Where

W = Total Comparison Price

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

DP = Different price in Indian Rupees calculated as above

D = Cost compensation for deviations calculated as above.

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

F. AWARD OF CONTRACT

34.0 Award Criteria

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

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

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

36.0 Notification of award:

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

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

37.0 Signing of contract:

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

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

37.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within 15 (Fifteen) days of notification of Award.

38.0 Contract Performance Guarantee:

38.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished. The guarantee amount shall be equal to Five percent (5%) of the Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. the guarantee shall be valid up to 365 days after the end of Warranty Period.

38.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:

a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.
b) The successful Bidder further guarantees that the equipment provided by him/his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in the Part-I/Special Conditions of Contract.

38.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications, Part-II and damages stipulated in other clauses in the Bid documents.

38.4 The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in Special Conditions of Contract.

(C) GENERAL CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

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

1.2 'Owner' shall mean the SE GETCO Nadiad or any of its subsidiaries and shall include its legal representatives, successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.18 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.

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

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

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

a) Indian Electricity Act, 1905 and Rules and Regulations made there under.

b) Electricity Act 2003 and Rules & Regulations made there under.

c) Indian Factory Act, 1948 and Rules and Regulations made there under.

d) Indian Explosives Act, 1884 and Rules and Regulations made there under.

e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.

f) A.S.M.E. Test Codes.

g) A.I.E.E. Test Codes.

h) American Society of Materials Testing Codes.

i) Standards of the Indian Standards Institution.

j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.

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

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

1.24 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

Or

1.25 In addition to the above the following definitions shall also apply.

a) 'All equipment and materials' to be supplied shall also mean 'Goods'.

b) 'Constructed' shall also mean 'erected and installed'.

c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

2.0 APPLICATION

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

3.0 STANDARDS

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

4.0 LANGUAGE AND MEASURES

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

5.0 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

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

7.0 CONSTRUCTION OF THE CONTRACT

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

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

7.2 In case erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favor of the Owner in the form acceptable to the SE, GETCO Nadiad for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of Performa for the Indemnity Bond will be furnished during award of Contract.

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

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

8.0 JURISDICTION OF CONTRACT

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

9.0 EXECUTION OF CONTRACT:

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

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

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

9.4 The Contractor shall provide free of cost to the Owner all the Engineering data, drawings, and descriptive materials submitted with the bid, to form a part of the Contract immediately after issue of Letter of Award

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

10.0 ENFORCEMENT OF TERMS

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

11.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

12.0 TIME – THE ESSENCE OF CONTRACT

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

12.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as field erection activities within five (5) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance

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

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

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

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

13.0 EFFECTIVENESS OF CONTRACT

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

14.0 PENALTY FOR DELAY

The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commerce the work is given to the contractor .The work shall throughout the stipulated period of contract the proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contract shall pay compensation ,an amount equal to half percent per one week for the contract amount of work or such smaller amount as per the decision of the competent authority of the GETCO plus GST as applicable.

However, the total amount of compensation to be paid by the contractor, under the provision of the clauses shall not exceed 10 percent (Plus GST) of the amount of contract value ad decided by the competent authority of the GETCO. The penalty will be invariably deducted from the bills of the contract and no refund will be given unless the competent authorities approves the reduction the reason the delay attributable to GETCO as well as to party will be brought out clearly while putting the proposal for waiver reduction in penalty

15.0 GUARANTEE

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

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

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

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

15.6 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 15.1 through 15.5 above shall remain till the end of 6 months from the date of completion of guarantee period.

16.0 TAXES, PERMITS & LICENCES

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

18.0 DEFENCE OF SUITS

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

20.0 LIMITATION OF LIABILITIES

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

21.0 ENGINEER'S DECISION

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

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

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

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

22.0 POWER TO VARY OR OMIT WORK

22.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

22.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

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

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

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

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

23.0 ASSIGNMENT AND SUB-LE TTING OF CONTRACT:
No subletting of contract is allowed. Contractor should carry out work on his own under his or his authorized supervisor and by labours employed by him.

24.0 CHANGE OF QUANTITY

24.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and/or Technical Specifications, shall not be subjected to any

limitation for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the Special Conditions of Contract.

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

26.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

27.0 NO WAIVER OF RIGHTS

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

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

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

29.0 PROGRESS REPORTS

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

30.0 TAKING OVER

Upon successful completion of work of erection of tower line by the Contractor, the Engineer shall issue to the Contractor a completion Certificate as a proof of the final acceptance of the erected line. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the erected line. Such certificate shall

not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

C. CONTRACT SECURITY AND PAYMENTS

31.0 CONTRACT PERFORMANCE GUARANTEE

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

32.0 PAYMENT

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

32.2 Currency of Payment

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

32.3 Terms.

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

33.1 Application for Payment

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

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

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

34.3 Mode of Payment

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

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

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

35.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the

Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

D. RISK DISTRIBUTION

37.0 INSURANCE

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

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

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

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

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

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

38.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

39.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

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

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

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

40.0 DEMURRAGE, WHARFAGE, ETC.

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

41.0 FORCE MAJEURE

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

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

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

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

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

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

42.0 SUSPENSION OF WORK

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

time for completion of the works will be extended for a period equal to duration of the suspension.

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

43.0 CONTRACTOR`S DEFAULT

43.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

43.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in Clause 14.0 of this Section.

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

44.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

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

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

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

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

45.0 FRUSTRATION OF CONTRACT

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

45.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended.

Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

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

46.0 GRAFTS AND COMMISSIONS ETC.

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

E. RESOLUTION OF DISPUTES

47.0 SETTLEMENT OF DISPUTES

47.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

47.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

47.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

47.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

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

48.0 ARBITRATION

48.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

48.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

48.1.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Nadiad.

48.2 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

48.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

48.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

48.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

49.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-a-vis the works executed, for reconciliation of accounts with the Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed & finalized with the Owner before the award of Contract.

Welfare Cess

- As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects and civil works.
- Contractor shall get registered under Welfare Cess Act before commencement of work. Office of the Factory Inspector is authorized at present as a registering authority.
- The welfare cess@1% is considered in the price schedules so; the bidders are requested to quote accordingly.
- GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
- The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

The modality of payment/ reimbursement of welfare cess will be as under.

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

Note: welfare tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.

Date:
(Signature of Contractor)
Address:
Seal:

The Superintending Engineer (TR)
GETCO, C.O., Nadiad

PART-I SCC
SPECIAL CONDITIONS OF CONTRACT

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

2.0 Tender Fee:
The tender fee plus applicable GST specified in notice inviting tender is payable by Demand Draft (DD) at Nadiad drawn on any Nationalized/Scheduled Bank in favor of GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED.

3.0 Earnest Money Deposit (EMD):

3.1 100% of EMD by DD in favor of GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED on any Nationalized/Scheduled Bank in Nadiad. Payment by Cheque/Co-op Bank Guarantee/ Company Guarantee is not permissible.

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

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

5.0 Scope of work to be included:

"Bidder shall be note that material/equipment shall be issued from GETCO store and Bidder shall arrange loading, unloading, transportation from GETCO store to work site".

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

1. GST Registration No. date / issuing authority.
2. Details of Partners/Directors of the Firm/Company.
3. Experience Record and details of orders pending / executed for GETCO
4. PF registration along with proof of challan etc.
5. Latest Solvency certificate from Bank (up to 20 % of Bid value).
6. Registration of Worker welfare cess.
7. Pan Card Copy
8. GETCO Vendor Registration Copy if available.
9. Last 3 years Audited Financial Record.

7.0 Price Inclusions (including Taxes & Duties):
7.2 The prices quoted shall be all inclusive of freight, octroi, transportation, loading, –unloading & stacking at site of tower and line materials received from construction store GETCO after observing all store formalities of GETCO.
7.3 No extra payment toward any type of templates and erection tools /materials will be made.
7.4 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 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.

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.

7.5 Goods and Service Tax Compliances (GST):

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

Sec. 171 of CGST/SGST Act contains provisions related to anti-profiteering. On the basis of same on introduction of GST, the Vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government.

Contractor required to submit the invoice as per the standard formats/contents of GST laws including invoice ruling. GST will be reimbursed subject to proper/ valid matching of transactions/invoices on GSTN (GST network).

The contractor is abiding by the all rules and regulations of corporation and amendments, which may publish subsequently for compliance by field offices with respect to GST Laws.

7.6 As per GETCO Circular no. GM (F&A)/WELFARE CESS/3554 dtd.3.12.2012, Contractor has to pay welfare Cess as per prevailing rate of 1% of estimated cost & same shall be reimbursed to Contractor on production of documentary evidence of payment.

7.7 Statutory Variations:

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

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

7.8 Income Tax

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

8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT

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

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

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

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

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

8.6 Corporate Guarantees are not admissible.

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

8.8 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.

9.0 GUARANTEE PERIOD:

Total work executed shall be covered under guarantee period against any defect in materials, poor workmanship or defect/ wrong design etc. for a period of one year from the date of commissioning of transmission line.

9.0A BAR CHARTS

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

10.0 COMPLETION PERIOD

11.1 Overall Completion period for this Contract will be 24 months from the date of commencement for Transmission lines work.

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

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

12.0 Presentation of Bills

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

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

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

a) Item wise work done during billing period.
b) Item wise cumulative work done.
c) Account for material consumed and balance stock.

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

13.0 Terms of Payment

The payment for work done shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of transmission line work.

13.2 For erection works.

(i) 90% payment of amount claimed covering various activity such as erection of towers-frame, earthing, stringing of conductor and earth wire including insulator hoisting, etc. works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.

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

14.0 TAKING DELIVERY AND INSURANCE

14.1 The contractor has to take delivery from construction store of Tower material, H-frame structure material, conductor & line material keep S/S materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection or taking over of the line by GETCO.

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

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

It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the GETCO.

14.4 STORAGE-CUM-ERECTION INSURANCE: -

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

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

GETCO has to indicate approximate amount of the material required for erection to complete the scope of work is to be mentioned in tender document.

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

15.0 LABOUR LAWS:

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

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

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

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

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

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

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

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

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

vii) Payment of compensation in case of accidental injury.

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

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

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

15.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

15.2 DEPOSIT LINKED INSURANCE SCHEME

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

15.3 ADMINISTRATIVE CHARGES:

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

15.4 PAID LEAVE FACILITY:

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

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

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

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

15.7 CONTRCTOR TO INDEMNIFY THE GETCO:

The Contractor shall Indemnify the GETCO and every member officer and employees of the GETCO also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the GETCO or Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for or in respect of or in

consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the contractor shall indemnify and keep indemnified the GETCO against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

15.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

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

15.10 REGISTRATION WITH PROVIDENT FUND OFFICE

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

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

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

15.11 Termination of Contract:

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

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

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

15.12 To cancel the contract.

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

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

15.12.1 MATCHING OF END COST:

In case the GETCO decides to award contract on matching end-cost basis, the bidder has to reduce all the quoted rates proportionately. The reduction on overall basis will not be accepted (i.e. all unit rates of erection schedule shall be reduced proportionately by difference in percentage). The confirmation for matching end cost shall be given within7 (seven) days from the letter from GETCO.

16.0 REGISTRATION AS A CONTRACTOR:

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

ACCEPTANCE LETTER

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

To,

The Superintending Engineer

Gujarat Energy Transmission Corporation Ltd,

Circle Office, Nadiad.

Sub: _____

Reference LOI Number: - _____

We hereby acknowledge, agree and accept your LOI of GETCO under reference above with rate, terms and conditions mentioned therein.

(Signature)

Designation _____

GENERAL TERMS & CONDITIONS OF TENDER

1.0 DEFINITION OF TERMS

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

2.0 CONTRACTOR'S DEFAULT

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 completing the works, exceeds the Contract Price or the entire works if entire works have been completed or the price for part of the works if part of the works have been completed, the Contractor shall be liable for such excess.

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

SPECIAL CONDITIONS OF CONTRACT

1.0 Penalty for Delay

1.1 The parties agree that delay in completion of contract will result into loss of revenue and consequently loss of profit to the Owner. However, the amount of loss of revenue on account of delay in commissioning the works cannot be calculated accurately at this stage. The parties, therefore, agree that the Penalty stipulated above is a genuine pre-estimate of the loss/damage which will be suffered on account of delay and/or breach on the part of the contractor and the said amount will be payable by the contractor on demand.

1.2 In event of failure of the contractor to pay the amount of Penalty as demanded, the Owner shall be entitled to deduct the amount of penalty for delay from the amounts payable to the contractors under any bills raised under this contract or any other 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.

Separate Clause to be incorporated in Special Conditions of Contract:

"Rights of the Owner:

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

Lien in respect of claims in other contracts:

A) Any sum of money due and payable, to the contractor (including the security deposit) under the contract may be withheld or retained by way of lien by the Owner against any of its claim in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Owner or GUVNL or any of its subsidiary companies.
B) It is an agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the Owner till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator or competent court, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and as may be duly notified to the contractor.

PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at Nadiad the_____ day of _____ in the Christian Year Two thousand twenty one 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 390 007 (hereinafter called "The GETCO" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

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

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

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

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms and conditions and stipulations contained in this contract, and in consideration of the due provision, executions, supply and completion of the works agreed to by the contractor as aforesaid the Board doth hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order

No. _____
_____.

The contract value, extent of supply & erection works, delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and contractor's offer opened on dated ____/____/2021
2. GETCO order No. Dtd. _____ / _____/ 2021
3. Contractor's acceptance of order vide letter no. _____.
4. Contractor's Partnership Deed dtd. _____.
5. Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

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

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

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

_____

Address: _____

_____

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

i) _____ (Signature)

_____

_____

ii) _____ (Signature)

_____

_____

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

for and on behalf of Gujarat Energy Transmission Corporation Ltd Const Divi. Nadiad

In the presence of name, Full address and Signature:

(1)_____

_____

(2)_____

_____

Gujarat Energy Transmission Corporation Ltd.,
Circle Office, Nadiad

SPECIAL CONDITIONS OF CONTRACT

1. Work shall not be started without work permit.
2. Work permit will be given to the authorized electrical supervisor of the agency on daily basis.
3. Electrical supervisor must have minimum qualification of Diploma Electrical / ITI Technician / 2nd class wireman / wireman.
4. Electrical supervisor with working experience of live switchyard of substations is preferable.
5. Tools & tackles, which are to be use should not come in the induction zone in live switch yard. Moreover, tools and tackles handles are preferably non-conductive type.
6. Excavated grass has to be removed on daily basis from GETCO premises.
7. Your vehicle will be allowed up to approach road only as per instruction of Engineer in Charge.
8. Agency is excluded from doing any work related to electrical equipment / installation, none of their workers will even touch such equipments.
9. The height of the vehicle shall not be more than 3 mtrs, while it is loaded with grass.
10. Chemical use for Anti-weed shall be approved by concerned Executive Engineer in writing before purchasing and execution of work.
11. Electrical supply and water will be provided by GETCO at free of cost for anti-weed treatment only.
12. To meet with statutory requirement, if any license is required for purchase or handling of chemical use for anti-weeding treatment, the contractor/ agency shall have to be followed the rules and regulations.
13. Contractor shall have to keep all precautionary measures at site required for handling of chemicals use in anti-weeding treatment.
14. Any injury / accident to manpower of agency / contractor during any work or anti weeding treat ment, required medical treatment shall be provided by the contractor on his own risk & cost.
15. Terms and conditions regarding Industrial laws minimum wages act PF and other statutory rules to be followed strictly.
16. Labour laws are to be followed strictly – labour registration workmen compensation.
17. GETCO's safety policy to be implemented strictly
18. JCB's and tractor shall not be allowed to remove the grass in live switchyard.
19. Contractor shall have to give all required medical treatment due to snake bite / insect bite to any manpower of agency.
20. Children are not allowed in live switchyard.
21. Labour camps shall not be allowed within GETCO premises.
22. Cattles shall not be allowed in GETCO premises.

23. Agency shall have to provide proof of labour/supervisor payment and PF record, along with bill.

SCOPE OF WORK

General Conditions

1. Contractor is advised to visit the site before quoting the rates to get acquainted with the area, services, and installations, condition of quarters and overall scope of the work.
2. The installation, services, buildings and equipment mentioned in the tender document shall be handed over on, 'as is where is basis 'and nothing extra shall be paid toward pre-maintenance as they are in running condition.
3. No advance payment will be made to the contractor. Running payment shall be made on the basis of services rendered by the contractor as per the terms and conditions of contract.
4. The contractor or his staff should not remove/disturb/dislocate the existing equipment and its parts from its position until and unless it is authorized by the Engineer-in-charge. The entire installation should be intact at any time of inspection & as handed over to him at the time of initial taking over for its maintenance & operation. Care should also be taken to prevent damage or theft.
5. The contractor shall employ qualified/ trained persons for operation/maintenance/ housekeeping of the entire building and equipment's system & shall be fully responsible to obtain such licenses for taking up the above work as prescribed by the State/Local bodies/ GETCO both for execution & operating staff. He shall also be responsible for any periodic statutory inspection to be carried out on the equipments payment of fees, rectification of defects pointed out during such inspection etc., A failure to comply with this clause by the contractor will render him liable for payment of all penalties imposed by the state/local bodies & the inspection and / of subsequent rectification will be carried out by the department at his risk & cost besides recovering the penalty amounts imposed by the state/local bodies.
6. The Contractor shall employ their regular staff in the works and related names of employees shall have to be given by the contractor.
7. The contractor shall depute required supervisor for housekeeping and landscape works and project manager who shall remain present at GETCO service centre from 10:00 A.M. to 6:00 P.M. on all days excluding Sundays and National Holidays. On Sunday and National holidays, Supervisor shall be present at service centres.
8. Service centre will operate in full from 10:15 AM to 6:15 PM on all days except National Holidays. Additional arrangements shall be made for registration and attending emergent complaints related to housekeeping from 6:00 A.M to 10:00 PM on all day's i/c Sundays & National Holidays.
9. The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Deputy Engineer/Executive Engineer-in- charge of the work.
10. The Contractor will have to arrange all registers/stationery etc. These registers will be issued by Engineer-in-charge duly marked in chronological order. Nothing extra shall be paid on this account.
11. Complaint register, Attendance registers and other records will have to be produced either daily according to the requirement or when asked to do so by the Engineer-in-charge or his authorized representative.
12. When a register is filled up completely, it will be handed over to the concerned J.E. / D.E. It will not be returned to the contractor and the same will become the property of the department.
13. Each worker shall maintain a complaint diary and get the feedback recorded from the allottees regarding attending the complaints. In case, it is found that the complaint has been

attended unsatisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the JE /DE in-Charge or his representative on daily basis.

14. The Contractor or his Engineer at the service centre shall also maintain complaint register for recording the complaints.
15. The Contractor will have to arrange all the required Computer, furniture etc. in fulfilling his obligations of the contract at his own cost and will take them back only after the expiry of the contract for which nothing extra shall be paid. The Engineers and Supervisor shall carry mobile telephone(s) to enable the Engineer- in-Charge to have easy and quick communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation.
16. Police verification of regular staff deployed by the contractor shall be got done by the contractor compulsorily and a copy of police verification shall be provided to Engineer-in-Charge after which an identity card duly countersigned by Engineer- in-Charge or his representative shall be issued to each employee of the contractor for proper identification.
17. On duty workers should be in neat and clean uniform,

    Engineers / Supervisors: Light orange – Shirt and black pant, with orange cap with black colour shoes and white socks with an engraved name plate on the pocket of the shirt.

    Office cleaners / housekeepers: Light Blue – T-Shirt and Dark Blue pant, with blue cap with black colour shoes and white socks with an engraved name plate on the pocket of the shirt.

    Gardner / campus cleaners: Green –T- Shirt and dark blue pant, with orange cap with black colour shoes and white socks with an engraved name plate on the pocket of the shirt.

    Office attendee / pantry serving staff: Grey – T-Shirt and Dark Black pant, with blue cap with black colour shoes and white socks with an engraved name plate on the pocket of the shirt.

    Note: Female can wear above uniform or can wear dress / sari according to above colour code.

    The recovery shall be made as Rs. 100/- per person / per shift for not wearing the uniform and shoes. The contractor shall provide uniform along with Badge and shoes within 15 days of start of work.
18. The agency shall furnish the following details of workers / staff before commencement of work:
    a. Passport size photographs.
    b. Aadhaar card details.
    c. Election card
    d. Police verification (if asked)

19. In case of any accident during the operation / Maintenance / cleaning of the equipment leading to injuries/damages to human being, equipment or loss of life, the contractor shall be fully responsible for settling all claims & indemnify the department against any claims arising out of such accidents.
20. Recoveries in case of absence shall be as per table below. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behaviour should be taken very seriously and such staff should be removed by the contractor immediately from the site and arrange replacement. If replacement is not done then for the same the Engineer-in-Charge shall make the same recovery similar to the case of absence from duty.

Sr No	Description	Recovery for absence	Unit of recovery
1	Supervisor	₹900.00	Per Day per person
2	Enquiry Clerk/ Computer Operator / receptionist	₹700.00	Per Day per person
3	Unskilled labour (Housekeeper / cleaner / khalasi etc)	₹600.00	Per Day per person

21. The labour employed by the firm shall be their own employees. Any labour claims such as their permanency etc. raised by the workers engaged for this work is to be settled by the contractor itself and department shall not be responsible for the same. In case of any accident or fatal cases the department is not held responsible for the same. The contractor should have proper insurance for the workers against such exigencies.
22. Safety of the staff employed will be the responsibility of the contractor. GETCO will not be responsible for any mishap, injury/accident or death of the staff. No. claim in this regard shall be entertained/ accepted by the department. In case of any non - fulfilment of obligation, necessary recovery shall be made from his bill / security deposit / performance guarantee. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
23. No claims of the labors shall be entertained by the Department including that of providing employment, regularization of services etc.
24. The contractor shall comply properly with legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges of which he may be liable.
25. This contract includes the emergency services whenever required after working hours; no extra charge will be made for that.
26. The contractor shall arrange to render efficient service as outlined above. However, in case he fails to maintain the service to the satisfaction of the Engineer-in-charge and the department has to incur any expenditure to maintain the installation / service by alternate arrangement, the expenditure thus incurred will be recovered from the contractor, for which Engineer-in-change decision shall be final and binding.
27. The department reserves the right to terminate this contract, at any time if the performance of the contractor is found unsatisfactory.
28. The contractor shall give due notices to Municipality, Police and/ or other authorities under intimation to the Engineer in Charge that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be liveable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
29. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
30. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contactor shall be bound to follow all such restrictions and adjust the programme for execution accordingly.
31. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. / State Govt.
32. All the garbage / malba or rubbish obtained from housekeeping or otherwise during the execution of the work shall be brought down through the stair case / garbage suite and shall not be thrown to the ground directly from upper floors etc.

33. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall also not be allowed to erect any temporary set up for staff in the campus.
34. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by him or his Labour in carrying out the work and shall be rectified by the contractor at his own cost.
35. The contractor shall have to carry out the work other than day to day housekeeping according to program given by the Executive Engineer / Deputy Engineer / Junior Engineer-in-charge. The contract shall not carry out any work in any building without permission of Engineer-in-charge or his authorized representatives. The contractor shall have to adhere to this program failing which he shall be wholly responsible for any inconvenience caused to the occupants. No claim for idle Labour on any account shall be entertained. The contractor shall depute his representative daily to the site of work. His name and Signature shall be attested by the contractor for record in the department.
36. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
37. The Engineer-in-Charge shall be at liberty to take respective sample(s) of each item of SCHEDULE OF QUANTITIES and get it tested in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. All expenditure required to be incurred for taking sample, conveyance and packing & testing charges etc. shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specification and the rejected lot shall be returned to the contractor only after fresh lot is supplied.
38. Rejected materials shall have to be removed by the contractor at his own cost immediately of the instructions of doing so.
39. In case of any dispute regarding rejection of quality of materials the decision of the Engineer-in-Charge shall be final and binding upon the contractor.
40. Royalty octroi terminal, GST tax etc. at applicable rates shall have to paid by the contractor himself.
41. If due to exigency of work, the work is required to be carried out in more than one shift or during night then Contractor will be bound to execute the work accordingly and arrange the Tools & Plants and Labour etc. No extra claim on this account shall be entertained.
42. No Labour huts shall be Kept at the site of work. Tenderers shall quote their rates accordingly and nothing extra shall be paid on this account.
43. The Contractor shall take all necessary measures for the safety of traffic during housekeeping and provide, erect and maintain such barricades, including signs, marking, flags lights and flagman as necessary, at such intermediate points as directed by Engineer -in -charge for the proper identification of cleaning area. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be paid on this account.
44. The Contractor shall also provide the basic PPEs (Personal Protection Equipments)/ Safety equipments like Helmet, Safety belt/harness, Safety Shoes, Gloves etc. to each worker and supervisor, whosoever is directly connected with the work.
45. All T&P including aluminum Ladder's, telescoping ladders double legged (8 ft, 12 ft, 18ft, 25 ft and up to 40ft), aluminum working platform, double scaffolding system up to 40ft height and 20m length, Wire drawing equipment, Chase cutting equipment for gardening, drilling machine Megger insulation, Earth resistance testing equipment etc. required for the work shall have to be arranged by the Contractor and no extra payment shall be made on account of this.
46. The worker will clean the place/site thoroughly before leaving the site while attending the complaints.

47. It is mandatory on the part of Contractor to update the position of complaint assigned to worker with Name, Monitoring of the complaint and final disposal.
48. No vegetation shall be allowed to grow on walls, roofs, staircase, Chhajjah, berms, roads etc.
49. All the roofs, sunshades and Chhajjah etc. shall be kept clean all the time to prevent water stagnation and seepage in the buildings.
50. The Contractor shall take immediate action to attend to any complaint assigned to him through site order book/ verbal instructions from Engineer-in-Charge or on telephones/ Internet/ ERP Portal from occupants. In all cases, he shall attend the complaint in the specified duration as mentioned below: -
    a. No delay/emergent complaints – Complaints of emergent nature such as electricity not being available, Plumbing or sewerage systems not working etc. are to be attended to immediately
51. Necessary registers/complaint- attendance books duly machine numbered and authenticated by Engineer-in-Charge shall be maintained by the Contractor for each Service Centre in respect of complaints received and shall be got signed by the allottees, after attendance.
52. The Contractor shall be provided with an inventory list of items in campus to be maintained. The Contractor shall be responsible for watch and ward of such items. The loss, if any shall be made good by the Contractor at his cost. The decision of Engineer-in- Charge in this respect shall be final and binding on the Contractor.
53. The Contractor shall provide his mobile number or the mobile number of his representative to the Engineer-in-Charge for ease of communication with the controlling staff.
54. The labour deployed for attending complaints should carry necessary tool kit, container, required for mixing any cement sand or other material and should carry with them water bottle and waste bag for collection of minor rubbish material if received during attending the complaints, so that the site of work shall remain neat and clean.
55. The Contractor shall have registration with EPFO and ESIC for safeguarding interest of his workmen. The Contractor shall make deduction on account of E.P.F & E.S.I to labour / staff deployed by him on the work and will furnish detail of each worker at division office every month. The Contractor shall have to follow all statutory rules and regulations.
56. Payment of bonus to labour shall be governed by the payment of bonus Act 1965. Agency shall comply with the provisions of this Act and nothing extra shall be payable to the agency by the department on this account. Agency may quote rates accordingly.
57. All doors, windows, façade, floors, furniture, electrical fittings and other articles shall be protected from dust, splashes & damage Splashes
58. The Contractor will be required to shift the existing furniture such as Sofa, Tables, Chairs, Carpets, Glasses and other items for cleaning and as per requirement, whenever required, as per direction of Engineer-in-Charge and make necessary arrangements to protect the furniture, carpets, floors etc. from any damage during the housekeeping and deep cleaning. Also the said shifted items will be required to be placed again by the Contractor as per direction of Engineer-in-Charge. Nothing extra will be paid in this regard. Any damage if done, shall be made good by the Contractor at his own cost and nothing shall be paid extra in this regard.
59. The Contractor shall provide mask to every worker working and involved heavy dusting work, also in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
60. The Contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

61. During pandemics all safety measures shall be taken by the contractor during the execution of work as per Govt. guidelines and as directed by Engineer-in-Charge & nothing extra will be paid on this account.
62. All samples of Sanitary, Water supply and Fittings cleaning agent and machinery required shall be got approved from Engineer-in-Charge and shall be displayed on board in each Enquiry office.
63. After use, the empty container shall have to be returned to the Department and shall be preserved by JE In charge and will be disposed of after getting of written approval of Engineer in Charge of respective discipline.
64. The site for the collection and stacking of the dirt material shall be got approved from the Engineer- In-charge.
65. The tenderer shall study carefully, the site, the materials, chemicals, machines, equipment, specifications, schedule of quantities, the frequencies of different operations and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.
66. The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account
67. The contractor shall execute his work in such a manner that no damage is made to the existing structures. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damage by the contractor.
68. The Junior Engineer/Contractor shall maintain registers for materials and chemicals brought at site for the use of work. These registers shall be signed by the contractor or by his authorized representative and the Junior Engineer/ Assistant Engineer-in-charge of the work. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
69. The contractor shall be responsible for the watch and ward of the material provided by him against pilferage and breakage during the period of execution and thereafter till the work is physically handed over to the department.
70. Samples of all materials required for execution of work shall be got approved from Engineer-in-charge. Material manufactured by the firm of repute and approved by the Engineer-in-charge shall only be used.
71. The work is required to be executed at GETCO office where both speed and quality of execution are to be maintained by the contractor.
72. The contractor shall ensure quality work in a planned and time bound manner. Any sub-standard material/ work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-charge.
73. Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-charge besides testing of other materials as per the specifications described for the item/ material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate that the material procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and / or the work done.
74. The contractor shall arrange transportation of all tests samples including materials required for testing under the agreement to the laboratory as approved by the Engineer-in-charge for which nothing extra shall be paid. In all cases, cost of samples, to & fro carriage and testing charges shall be borne by the contractor.
75. Department shall not be responsible for any loss of material used by the contractor at site.
76. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully

responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk the cost.

77. Tendered rates shall be for completed work covering all materials, labour, carriage, machinery & equipment, royalties fees, rent, custom duty, CGST ,SGST etc, wages, tools and plants, transportation, risks, overhead, general and special liabilities/ obligations as mentioned and profits etc. all complete. Contractor shall pay necessary taxes, custom duty, CGST ,SGST etc. as above to relevant authorities.
78. Materials and chemicals required shall have to be brought by the contractor in advance each month at his own cost. It may be noted that the material and chemicals required shall have to be brought at site and shall be kept in the safe custody of Junior Engineer.
79. Agency, as and when additional manpower required or required to be discontinued, you have to provide/discontinued the same with the same rate & terms of tender mentioned in schedule-B above.
80. The Contractor shall arrange closed metalled trolley of sizes (as per opening of garbage chutes) for taking out the garbage from chutes to nearby authorized municipal dumping ground.
81. The Contractor shall arrange minimum list of machinery (T&P) required for moping/sweeping/cleaning/garbage chute cleaning.
    a. Double bucket trolley (Wringer trolley with wheels) with two buckets system of 25 litre each – 01 Nos each floor
    b. High pressure water jet machine mounted on wheels – 01 Nos
    c. Air blower / Dry Vacuum cleaner – If required.
82. Supervisor, who will supervise the moping / cleaning/sweeping work, shall have a mobile phone facility and display his mobile number at the Service Centre so that tenants / GETCO officers can contact him at any time.
83. First Cleaning activity shall start at 8:00 AM and shall be completed it not later than 10:00 AM.
84. Cleaning of office working area, pantry, Glass Doors, Main door, Furniture, Fixtures, Telephone, cupboard, Office table, computer, drawer, chair, removing stains shall be done daily with wet and dry duster and as and when required.
85. Cleaning of washroom unit shall be done daily thrice at 9AM, 3PM, 5PM and maintain the toilet floors dry during office hours.
86. Cleaning of Washbasin, Water Closet (WC), Urinal, Urinal partition shall be done with suitable cleaning agent.
87. Flushing systems of all the toilets are to be checked at regular interval daily and should be maintained in working condition daily.
88. Soap dispenser, Air freshener, Naphthalene, liquid, soap, paper roll shall be checked at regular interval daily.
89. Frequency as mentioned shall be maintained for cleaning, scrubbing of sanitary ware without damaging the shine.
90. Scrubbing, polishing and buffing shall be maintained for floor and wall as mentioned in frequency.
91. Agency have to maintain chart and register for daily work carried out as directed by EIC.
92. Clearing of any choking, clogging, in the pipes, drainage, manholes, or sanitary disposal system to be carried out by agency as and when required by EIC.
93. Agency shall be responsible for pest control in office, wash room, units, cabinets monthly and as and when required.
94. The insecticides and pesticides shall be sufficient to control mosquito, cockroaches, flies, roaches, ants, rats, silver fish, crawling insects, at all office building, washroom, premises.
95. Removal of beehives, cobwebs and honey web from the office premises and building.

96. Agency have to arrange for power extension board and equipment as mentioned herein to perform housekeeping operations.
97. The agency shall assess the quantity of consumable materials and supply then well in advance and store them in GETCO store.
98. The stores are to be replenished at least 5 days in advance.
99. The agency shall be responsible for proper segregation of waste and and appropriate disposal of the same.
100. The agency shall deploy adult and experienced manpower only.
101. Training for housekeeping staff shall be provided by agency.
102. Cleaning of window, Ventilator, doors shall be done with suitable cleaning agent.

Note:- The consumption of various chemicals shall be regulated as per the manufacturers specifications. The chemicals regarding toiletries etc. not mentioned above shall be from M/S Johnson and Diversy and/ or M/S ECO Lab-Henkel or as approved by the Engineer- in-charge.

103. Manpower and Machines proposed to be employed daily for Housekeeping:

a. MANPOWER: NOS OF WORKER

Sr No	Designation / nature of work	Area	Nos daily	Timing
1	Sweeping / brushing / Moping / Cleaning (unskilled)	Office including toilet area	2	9:00 AM to 5:00 PM
2	Sweeping / cleaning (unskilled)	open Parking, outside road, campus area	1	9:00 AM to 5:00 PM
4	Gardner for cutting trimming, maintaining, grass cutting, cleaning, sweeping, watering, manuring etc any work required for gardening (unskilled)	Outside and inside office, campus area	1	9:00 AM to 5:00 PM
5	Supervisor (Skilled)	Whole campus and buildings	1	General office timings

b. MACHINE AND EQUIPMENT

Sr No	Particulars	Nos
	• Below mentioned items shall be supplied by agency and no expense shall be Borne by GETCO. Same shall be kept in working condition and non-availability of any machine will impose penalty of ₹1000.00 on each machine per day. • After closing of contract below mentioned items will be property of the contractor.	
1	Double bucket trolley (Wringer trolley with wheels) with two buckets system of 25 litre each	01 Nos
2	High pressure water jet machine mounted on wheels	01 Nos
3	Wheel mounted dustbin closed trolley For disposal of garbage from chute or from building	02 Nos

4	Wet and Dry Vacuum cleaner with wiper for floor cleaning	If required
5	Wet and dry vacuum cleaner for carpet cleaning	If required

c. HOUSEKEEPING-FREQUENCY OF CLEANING

Sr No	Area	Job	Frequency	Machine to be deployed
1	Parking & Outside paved area	Sweeping	Daily	Walk behind sweeper
		Water jet	Weekly	High pressure water jet machine on wheels
2	Kota / Marble/Granite/ Mosaic / vitrified / Ceramic tile flooring	Wet & dry cleaning	Daily at 9:00 AM & as per site requirement	Manually
		Dry dusting	Continuous	Floor Dry Mop
3	Toilet area	Wet and Dry Cleaning moping, Fixtures cleaning, Door cleaning	Daily 3 times: 9:00 AM; 3:00 PM; 5:00 PM	Toilet kit, cleaning agent, scrubber, wipers, vacuum cleaner
		Scrubbing of floors	Weekly	Auto Scrubber Machine if required.
		Buffing of floors	Weekly	Single disc machine if required.
		Cleaning of Wall tiles	Daily	Manually
		Cleaning of Ceiling, Light, Exhaust Fan	Weekly	Manually
4	Internal wall/ Column surface with wall paneling/ cladding of stone, Wood, Marble slats, Stones jalis etc. (Granite/ RCC/	Dry dusting including spot cleaning upto 9ft. Height	Daily	Manually

	Plastered) in common areas.			
		Wet mopping signage's & display	Weekly	Manually
5	Staircases	Wet and Dry Cleaning moping	Daily	Manually
		Cleaning of railing	Weekly	Manually
		Scrubbing of steps & railings etc.	Monthly	Manually
6	Skirting	Dry and Wet moping	Daily	Manually
		Scrubbing and cleaning	Monthly	Manually
7	Dustbins inside and outside area	Emptying garbage bags	Daily or as & when required as per requirement	Manually
		Complete cleaning from inside & outside.	Weekly	Manually
		Vacuum Cleaning	Monthly	Dry Vacuum Cleaner if required.
8	Cobwebs (Spider webs)	Check for cobwebs & removal	Weekly	Manually
9	Door mats	Dusting & cleaning	Daily	Manually
10	Removal of Garbage	Collecting from small bins to big bins for Municipal collection	Daily	Manually
		removing by agency's vehicle to the dump yard	As and when required maximum weekly	Vehicular
11	Room freshener	Toilet area and Office area	Daily Continuous	Manually
12	Lawn / Parks	Sweeping	Daily	Manually
		Watering	Twice	Manually
		Cutting and reshaping, planting, maintain etc	As and when required	Manually
	Note:			

	• The above frequencies for cleaning, given are minimum, however, in addition to above other cleaning works such as cleaning of tree leaves from roads & pavements etc. shall be cleaned regularly. The campus is to be maintained neat & clean. • All machines proposed to be provided by agency will be exclusively for this work. • Waste collection Bags shall be provided by the contractor for transportation of the garbage.

(E) APPENDICES

Gujarat Energy Transmission Corporation Ltd.

APPENDIX –I

TENDERER'S EXPERIENCE

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

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

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place:

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – II

WORKS TENDERED / IN HAND

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

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company Date & place: _____

GETCO

APPENDIX-III

TENDERER'S DETAILS OF PERSONNEL

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

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

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

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-IV

TENDERER'S DETAILS OF MACHINERY

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

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-V

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

[Tenderers shall submit in the Format detailed here under]

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – VI
Qualification Requirement.

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

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

Signature of Tenderer
Date:
Place

Company's Round Seal

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – VII

Contractor must fill up below details

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

Signature of Tenderer Company's Round Seal
Date:
Place:

ANNEXURE-VIII

(TO BE SUBMITTED IN ONLINE / e-TENDERING FORMAT)

Ref.: *Date:*

"I / We declare that we are manufacturer for all the tendered items".

Confirm / Not Confirm: _____

Name of Bidder / Manufacturer: _____

Address of the works: _____
_____
_____

ANNEXURE-X

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

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Sub: Undertaking in regard Stop Deal/ Banned for Business Dealing/ Black List thereof.

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

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department, then I/we shall be debarred for bidding in GETCO in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in- charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

Signature of Bidder(s) or an authorized Officer of the firm with stamp
Signature of Notary with seal

(Scanned copy to be uploaded at the time of submission of Bid)

ANNEXURE-X

(UNDER TAKING IN REGARD WORK NOT BEEN GOT EXECUTED THROUGH ANOTHER CONTRACTOR ON BACK-TO-BACK BASIS THEREOF)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Sub: Undertaking in regard work not been got executed through another contractor on back-to-back basis thereof.

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

I I / We undertake and confirm that eligible similar works(s) has not/ have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I / we shall be debarred for tendering in GETCO in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee. (Scanned copy of this affidavit to be uploaded at the time of submission of bid)

Signature of Bidder(s) or an authorized Officer of the firm with stamp
Signature of Notary with seal

(Scanned copy to be uploaded at the time of submission of Bid)

SAFETY CUM INDEMNITY BOND
(On Non-Judicial Stamp paper of value not less than Rs. 300.00)

KNOW ALL MEN BY THESE PRESENTS that we, _____ by this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of _____ 2021. 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 favor of the Gujarat Energy Transmission Corporation Limited (GETCO), Nadiad a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Racecourse, Nadiad.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no._____ dated_____made between _____ and_____for the contract of the _____value of Rs. _____ interalia on production of Safety Cum Indemnity Bond.

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

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

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

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

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

We the CONTRACTOR further agree that our liability under this bond shall not be discharged because of the change in the constitution of the GETCO or for the extension of the time limit or for any other reason.
We the CONTRACTOR further agrees to the given terms and conditions:
a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any Person whether belonging or not belonging to the. CONTRACTOR.

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

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

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

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

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

Sr. no	Amount of Contract in Rs.	Penalty amount
1	Up to 1 Lac	Rs. 5000/-
2	Above 1 Lac to 10 Lacs	Rs. 40,000/-
3	10 Lacs to 100 Lacs	Rs. 1,00,000/-
4	More than 100 Lacs	1.0 % of contract value.

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

h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the CONTRACTOR's application after the Contractor has discharged all his Obligations under the order mentioned herein above and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period). i. This Safety cum Indemnity Bond and the guidelines as per Annexure-A herein contained are in addition to And not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the GETCO by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or Guarantees. IN WITNESS WHEREOF the Parties hereto have executed this Indenture the day the year First hereinabove written.

(Signature with seal of The CONTRACTOR)

In the presence of:

1.
2.

ANNEXURE-A

OUR ENDEVOUR - Safety a habit

To create environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society as 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 work 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.	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.
• 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	a.HT/LT line or tap line crossing under each span of line of the work. that 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. equipment's, 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	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.

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 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.	At D.O. fuse junction contractor's person should be posted to ensure that no person restore D.O. Supply while work is under execution. Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.
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 points, local, left &right side of bus bar / string bus. 3) Match line colour code with color of wrist band.
	Local earthing of electrical equipment's 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.

NON JUDICIAL STAMP PAPER OF Rs.300/- [Stamp Paper Validity Six months]

To,
Superintending Engineer
Gujarat Energy Transmission Corporation Ltd,
P.O. Dabhan,
Dist. Kheda
Nadiad-387320

BG No.
Issue Date
Expiry Date
Amount

BANK GURANTEE FOR SECURITY DEPOSIT/PERFORMANCE

In consideration of the _____ [Insert name of the Supplier / Contractor / Agency, Address] who have entered in to a contract for the Operation and Maintenance work of 66kv S/s specified below.
L.O.I./ L.O.A. No._____dated_____ with Gujarat Energy Transmission Corporation Limited [herein after referred to as GETCO], We _____ _____ [Insert name and address of the bank issuing the guarantee and address of the Registered Office] [hereinafter referred to as "Guarantor Bank"] hereby agrees unequivocally, irrevocably and unconditionally to pay to the GETCO AT Sardar Patel Vidyut Bhavan, Race Course, Vadodara forthwith on demand in writing from the GETCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ only [Insert the amount of the bank guarantee].

This Bank Guarantee shall be valid and binding on the Guarantor Bank up to _____ with a right to seek encashment for a period up to 30 days from the said date [Date of Expiry of BG] and shall in no event be terminable by notice or any change in the constitution of the Bank or the term of the Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made given or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees [Rs._____ Only] Our Guarantee shall remain in force until_____ [Insert Date of Expiry of BG]. The GETCO shall be entitled to invoke this Guarantee any time up to thirty [30] days of the last date of the validity of this Guarantee i.e._____ [Date of Expiry of BG + 30 Days] by issuance of a written demand to invoke this guarantee.

The BANK GUARANTEE can also be presented at the _____ [hereinafter referred to as Local Branch at Vadodara] of the_____[Issuing Bank of BG] for its Invocation.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the GETCO, made in any format, raised at the above mentioned address or local branch at Vadodara of the Guarantor Bank, in order to make the said payment to the GETCO at Vadodara.

The Guarantor Bank shall make payment hereunder on first demand without demur and without raising any restriction or conditions and not withstanding any objection by, _____ [Insert name of Contractor /Supplier/Agency] and/or any other person.

The Guarantor Bank shall not require the GETCO to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the GETCO in respect of any payment made hereunder.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the GETCO shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the _____ [Name of party] to make any claim against or any demand on the _____[Name of party] or to give any notice to the _____ [Name of Party] or to enforce any security held by GETCO or to exercise, levy or enforce any distress, diligence or other process against _____ [Name of party]

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Vadodara shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

The Guarantor Bank hereby agrees and acknowledges that the GETCO shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Any Demand made by GETCO on the Guarantor Bank or its Local Branch at Vadodara shall be conclusive and binding not withstanding any difference between GETCO and _____ [Name of Supplier/Contractor/Agency] or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs._____ [Rupees_____ only] and it shall remain in force until_____ [Insert date of validity of BG], with an additional claim period of thirty [30] days of the last date of the validity of this Guarantee i.e._____[Date of Expiry of BG + 30], We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the GETCO services up on us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ at _____

Witness:

1._____
Name and Address

2._____
Name of Address

Signatures [s] of

_____
Constituted Attorney with PAO No. and round seal of Bank
OR
Signature of Two Bank Officials with their
Sign, sign code nos. & round seal of Bank.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED					
Schedule-B					
Name of work: "Outsourcing of Comprehensive day to day House Keeping for office Premises, Associated Building and Garden area of Circle Office Nadiad."					
Sr no	Particular	Unit	Qty	Rate	Amount
1	Engaging a supervisor for monitoring and overseeing the overall work at the GETCO Circle Office for the full day on every working day	No	624	719.00	₹ 4,48,656.00
3	Engaging housekeeping personnel for GETCO for the duration specified in the tender on every working day. which includes cleaning of floor, Walls, Urinals, WC tub, wash basin etc. with using necessary chemicals like phenyl / Harpic / Detergents, brushes, coco broom, Air purifiers, Liquid hand wash etc. complete as per the instruction of EIC (Note:- chemicals, phenyl, Air freshener, Neptha ball, Liquid, soap, coco broom, soft broom, stick, zadu for jala/bawa and topala/kaantan required shall be brought by contractor at his own cost as per general consumption frequency)	No	2496	690.00	₹ 17,22,240.00
4	Engaging Gardners for GETCO for the duration specified in the tender on every working day.	No	624	690.00	₹ 4,30,560.00
					₹ 26,01,456.00
				GST @18%	₹ 4,68,262.08
				Total	₹ 30,69,718.08

Note:

- The Agency shall supply items mentioned in tender to GETCO as and when required and as instructed by Engineer in charge.
- Agency have to raise GST invoice bill during RA Bill for tender mentioned items and all the items requires to be submitted GETCO and shall be demanded weekly basis.
- Make of the materials shall be mentioned are its equivalent as directed by EIC.
- Mentioned MACHINE AND EQUIPMENT shall be supplied by agency and no expense shall be Borne by GETCO. Same shall be kept in working condition and non-availability of any machine will impose penalty of ₹1000.00 on each machine per day.

Superintending Engineer (TR)
GETCO, Nadiad

SUB: Tender for "Outsourcing of Comprehensive day to day House Keeping for office Premises, Associated Building and Garden area of Circle Office Nadiad." In connection with above subject,

I / we confirm the following:

I / we, the undersigned, have read and understand the Tender Specification No._____

For "Tender for "Outsourcing of Comprehensive day to day House Keeping for office Premises, Associated Building and Garden area of Circle Office Nadiad." Complete with the entire Tender Terms and Conditions.

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

b. 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.

Signature of Authorized representative

of Company / Agency

NAME: _____

STATUS: _____

Name of BIDDER