E-Tender No. STC-159-2026

Tender for Work of attending Oil Leakages of Whole TR along with Painting of 5 no of 66/11 KV TR at Various SS and 4 no TR with only Painting work under AM Division Limbdi under Surendranagar AM Circle.

Party's Name: _____

Date of Tender: _____

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Technical Bid

(Copy of tender Documents Dully signed upload in N-Procure)

All Document as per QR must be Submit Online Only. No any Document will be accepted by Mail or Physical.

E-Tender Notice No. STC-159 -2026

Superintending Engineer, Transmission Circle GETCO Surendranagar invites "On line Tenders" (e-tendering) for the work **"Work of attending Oil Leakages of Whole TR along with Painting of 5 no of 66/11 KV TR at Various SS and 4 no TR with only Painting work under AM Division Limbdi under Surendranagar AM Circle."** from registered contractors in appropriate class with GETCO/Central/State Government/ Railway/ Semi. Govt. and who has executed similar nature of work successfully as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfil all the qualification criteria. Otherwise, their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration. Tender papers & specifications may be down loaded from web site https://tender.nprocure.com**(for view, download and online submission)** and GUVNL/GETCO websites www.gseb.com&www.getcogujarat.com**(for view & download only)**.

All tender documents are to be uploaded through online only (mandatory) on (n) procure portal including scanned copy of duly attested Tender fee, EMD.

Tender notice No./ Tender No	Name of work	Estimated Cost Rs. (Including GST @ 18%	Time limit	Tender fee Rs. (non-refundable) (Incl. GST)	EMD Amount	Appropriate Class
STC-159 -2026	**Work of attending Oil Leakages of Whole TR along with Painting of 5 no of 66/11 KV TR at Various SS and 4 no TR with only Painting work under AM Division Limbdi under Surendranagar AM Circle.**	2398303.80	**60 Days**	**1180**	**MSME-15000 Rs.** **NON MSME-Rs. 20000**	GETCO Registered contractor of E-2 and above class & approved Transformer/ Reactor Manufacturer / Repairer for 132kV /66KV Class & Should be GETCO Approved OEM/Vendor only.

1	On line (e-tendering) tender/offer submission last date up to 16:00 hours only (This is mandatory)	**14.12.2026**
2	Date of opening of Tender Fee, EMD and technical bid on line opening at 16:30 hrs. (If Possible)	As per N code
3	Tentative Date of online opening of price bid if Possible	Will be inform separately

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

IMPORTANT

1. 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.
2. Bidder shall have to made payment of tender fee and EMD through RTGS/NEFT only on or before due date online submission of tender. Tender fee and EMD paid through Demand Draft/Banker's Cheque or pay order will not be accepted and no any further communication in the matter will be entered.
3. Bidders have to submit a Technical bid as well as Price bid in electric format only on above mentioned website till the date and time shown above
4. Payment details of EMD and tender fee through RTGS/NEFT send to following E-mail address.
   1) aotrsur.getco@gebmail.com,
   2) decmcsnr@gebmail.com
   3) setrsurendranagar.getco@gebmail.com;
   4) cashiersnr.getco@gebmail.com

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

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)

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

5. GETCO Beneficiary Bank detail is as under:

Sr.No.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd
2	Name of Branch	Vadipara Branch, Surendranagar
3	Branch Code	60101
4	MICR Code	363002002

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

5	IFSC Code	SBIN0060101
6	Name of Account	Current
7	Account No.	66018691486
8	PAN NO	AABCG4029R
9	TAN No	AHMG03594D
10	GST No	24AABCG4029R2ZC

1. 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.
2. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF from) remain legible and should not be password protected.
3. 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 attested Integrity Pact.
4. Tender will be evaluated on Data / Details / Documents of the online offer only.
5. It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.
6. The bidders are required to fill up all the online annexure / forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid, 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 owner has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
7. Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or extension of due date etc.
8. No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.
9. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

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

Yours faithfully,
Superintending Engineer (TR)
Transmission Circle office
GETCO Surendranagar

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

Note: In case bidder needs any difficulty in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) ,
Phone No. 079-26857315 / 316 / 317, Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

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

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Circle Office Surendranagar, 66KV Sub-Station Compound, Nr. Shiv Hotel, ST Station Road, Surendranagar-363002
☎ No. 02752 - 223050 E-mail: setrsurendranagar.getco@gebmail.com 🖷 No. 02752 - 223053

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA

Date :

INTEGRITY PACT

OUR ENEAVOUR

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

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

_____
Seal & Signature
(GETCO Authorized Signatory)

_____
Seal & Signature
(Party's Authorized Person)

Name :
Designation :

Name :

GENERAL INSTRUCTIONS TO THE BIDDERS

a) PART-I **Technical and commercial bid.** b) PART-II **Price bid.**

1. **All the tender Documents with Technical Qualification requirement, Financial Qualification requirement & HR Qualification requirement (Notarized/self-attested copies of original) to be uploaded through online only (Mandatory) on (n) procure portal including Transaction slip payment made of duly attested tender fee, EMD. The price bid shall be submitted through n-Procure (n code) only and price bid will be opened of those tenderers who are considered technically qualified.**
2. EMD and Tender fee will be opened and if the payment by RTGS/NEFT for EMD and tender fee are found OK, then only Technical Bid to be Open. Tenders submitted without payment of Earnest Money Deposit by the firm will be rejected without entering in to further correspondence in this regard and no reference will also be made.
3. The Tenderers are forbidden from furnishing their own printed / typed commercial and other terms and conditions. The Tenderers shall specifically note that the Tenders are invited on percentage basis (FIRM PRICE) only.
4. The Tenderers shall specifically note that the quantities not mentioned in the Tender and are likely to vary as per the actual requirement. As such, the successful Tenderer shall have to execute the work at the same rates of the order for the changed / increased quantities, if any, without any extra compensation whatsoever.
5. The tenderers must ensure that all the Schedules are completely filled up in their tenders and that complete information called for is given. Failure to furnish full and complete details or furnishing vague information would make the tender liable for rejection.
6. **Submission and Evaluation of Documents / Clarification:**
   - **6.1** The Bidder shall submit/upload all the documents, certificates, declarations, statements and other information required under the Tender Document along with its original online bid within the stipulated date and time for submission of bids. The Bidder shall be solely responsible for ensuring completeness, correctness, legibility and validity of all such documents.
   - **6.2** The Technical/Qualification Requirement (QR) evaluation of the bid shall be carried out only on the basis of the Data / Details / Documents submitted/uploaded by the Bidder as part of its original online offer on or before the stipulated last date and time for submission of the bid.
   - **6.3** After the stipulated last date and time for submission of bids, no new, additional, substitute or replacement document shall be accepted or considered for establishing or improving the eligibility, Qualification Requirement (QR), technical qualification or experience of the Bidder.
   - **6.4** In case any document, certificate, work order, completion certificate, experience certificate, registration certificate or other document required for establishing the eligibility/QR of the Bidder has not been submitted/uploaded with the original online bid, the same shall not be subsequently submitted or considered for establishing or improving the eligibility/QR of the Bidder.
   - **6.5** The Owner/Tendering Authority may, wherever considered necessary, seek clarification only in respect of the Data / Details / Documents already submitted/uploaded by the Bidder with its original online offer, provided that such clarification does not result in any change, addition, substitution or improvement in the substance of the original bid or in the eligibility/QR of the Bidder.

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

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

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

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

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

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

7. The Tenderer shall be deemed to have satisfied himself with all the conditions and circumstances affecting the prices and possibility of executing the work. The bidder shall fix his prices taking into account the site and its surroundings, approach roads etc. No idling / mobilizing / demobilizing / remobilizing or any other type of claim shall be admitted and paid on any part of the work.

8. The tenderer should fill in all Schedules and submit all the details called for in this specification in prescribed Performa only. The tenderer should submit attested copies of Corporation Resolution of firm / power of attorney authorizing particular person or sign tender and related documents.

9. Evaluation of Online Offer:

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

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

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

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

11. Online Annexures and Supporting Documents:

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

The Bidder shall ensure that all documents required for establishing eligibility, Qualification Requirement (QR), technical qualifica7tion and experience are duly uploaded/submitted along with the original online bid within the stipulated date and time for submission of the bid.

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

In case any required Data / Details / Documents are not submitted/uploaded with the original online bid, the same shall not subsequently be accepted or considered for establishing or improving the eligibility/QR, except for clarification strictly within the scope permitted under Clause No. 6.

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

12. The Contractor shall prepare all required roads to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by GETCO at no extra cost.

No idle charges shall be entertained by GETCO for any site conditions or any circumstances.

13. Work under this contract shall be completed in all respects within **60 (Sixty) Days** from the date of commencement. However, interim mile stones to be jointly fixed after issue date of commencement.

14. The tenderer/bidder should note that completion of lines/Ss is important and should positively guarantee under penalty clause. The GETCO will not be responsible for any delay on account of correspondence etc. it may be assumed by the Tendered that the orders will be placed within the validity period (in the form of advance order) to proceed with the work.

15. The Performance Certificate / Certificate of Satisfactory Completion submitted against the qualifying work experience shall be issued by the competent authority of the organization for which the work was executed, as under:

For works executed for GETCO: The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the Chief Engineer of the concerned/related department of GETCO under whose jurisdiction the work was executed.

For works executed for other Government Departments / Government Organizations / PSUs / Boards / Corporations / Local Authorities or other organizations: The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the Order Placing Authority of the concerned organization, or by an officer duly authorized by the Order Placing Authority to issue such certificate.

The certificate shall clearly indicate, at minimum, the name of the work, Work Order/Contract No. and date, name of the contractor, scope/nature of work, contract value, actual executed value, date of commencement, date of completion and performance/completion status of the work.

Certificates issued by any other officer/authority not meeting the above requirements shall not be considered for establishing the requisite qualifying experience, unless specifically accepted under the provisions of the tender.

The Tender inviting authority reserves the right to verify the authenticity of the Performance Certificate / Certificate of Satisfactory Completion and the particulars stated therein from the concerned client organization.

Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc.

The works covered by this specification shall be carried out in accordance with and shall be governed by the (Tenderer and contractor for work) GETCO which is appended herewith.

Offer should be valid for a minimum period of 180 (One Eighty) days.

Superintending Engineer (AM)
GETCO, AM Circle, Surendranagar

QUALIFYING REQUIREMENT

1. **Registration**:

   a. **"Bidder quoting for the bid shall have registration in appropriate class (E2 & above) with GETCO. Bidder shall be approved GETCO Vendor/OEM Only. OR**

   b. **Bidder shall be approved transformer or reactors manufacturers / repairers for 132KV/66KV class with GETCO.**

2. **Experience:** Bidder shall have experience of minimum 02 nos. of similar type of work carried out on 132KV and above voltage class Power transformer OR minimum 02 Nos. of 132KV and above voltage class Transformer OLTC OH work OR 01 No. of 132KV and above voltage class Power transformer OH / repairing work with GETCO within **last 3 financial years**. Bidder shall have to submit work contract along with satisfactory completion certificate from respective department

3. **Electrical Contractor License:** Erection agency of bidder shall have valid Electrical licenses of respective state.

4. List of tools, tackles and equipment available for execution of work.

Financial Qualification requirement:

1. ***Payment of Tender fee and EMD***
2. ***Copy of GST Registration. GST No. must be online active***
3. ***Copy of PAN Card***
4. ***Details of partners/ Directors of the Firm/Company. Partnership Deed if applicable.***
5. ***Copy of Notarized Power of Attorney as the case may be.***
6. ***Duly attested copy of MSME registration (if applicable)***
7. ***Form G for Partnership Deed***
8. ***Board Resolution Copy, MOA, AOA & Certificate of Incorporation –For Company Firm***
9. ***Duly signed Tender Copy (TB & PB)***

10. Last Three Year ITR, P&L, Balnce sheet duly Audited.

HR Qualification requirement:

1. Copy of PF Registration

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

Annexures:

1. ***Annexure I (Firm Details)***
2. ***Annexure II (Details of Experience in Last 3 Years.)***
3. ***Annexure III (List of Work Completion certificate submitted with TB.)***
4. ***Annexure V (Undertaking Stop Deal/Banned)***
5. ***Annexure VI (Confirmation of Site Verification)***
6. ***Annexure VII (No Deviation Certificate)***
7. ***Annexure VIII For Partnership Deed (Notarized Affidavit cum undertaking for Partnership firm)***
8. ***Annexure IX (Undertaking of Conflict of Interest)***
9. ***Annexure X (Undertaking of Relation with Employee)***
10. ***Annexure XI (Undertaking of in respect of reference to NCLT Insolvency & Bankruptcy Code. (IRP has been appointed or Liquidation proceedings have been initiated under IBC). A notarized undertaking is required to be submitted as per format).—if Applicable***

NOTE: _ All documents should be submitted duly self-attested.

Scope of work

(A) Contractor:

Activity wise programme with details, resources and methodology shall be made prior to taking up the work. All statutory compliance and safety requirements shall be ensured.

Aforesaid work should be commenced immediately from the date of receipt of instructions from Circle / Division office and should be completed within stipulated time limit.

a) Filter machine, vacuum pump, hydraulic jack, crane, oil tank, power cables for power supply, man power along with tools-tackles, testing and measuring equipment's etc. required for aforesaid work to be provided by the contractor.

b) Necessary storage insurance for transformers & bushings are to be taken by the contractor and the amount will be reimbursed on submission of the copy of the policy to the concerned EE (AM). The cost of the transformer will be informed by the concerned EE (AM). In case of damage, the matter is to be taken by the firm with insurance company for settlement of the claim.

c) Nitrogen gas to be arranged by the contractor.
d) Complete routine tests of the transformer after completion of work shall be carried out by GETCO, skilled supervisor from contractor side remain present & co-operate during testing, i.e. Required man power should be arranged
e) Oil testing charges at ERDA shall be borne by the contractor.

(B) GETCO:

a) New Transformer oil if required will be supplied by GETCO at site free of cost.
b) Electrical power for filter machine, vacuum pump etc. will be provided by GETCO free of cost
c) Before draining of oil, complete routine tests of the transformer shall be carried by GETCO in presence of contractor.
d) Tan Delta, capacitance measurement of bushings & windings, SFRA test, Routine test of transformers before & after attending oil leakage with replacement of gaskets & oil filtration will be carried out by GETCO in presence of contractor.

List of tests to be carried out on 66/11KV Transformers

Tests to be performed before start & after completion of the work by GETCO in presence of contractor/contractor's representative

Sr. No.	Name of test
01.	Measurement of Insulation resistance (IR) & Polarization Index (PI)
02.	Measurement of Voltage Ratio & polarity
03.	Measurement of winding resistance
04.	Measurement of Tan delta of windings & bushings
05.	Measurement of Voltage vector relationship
06.	Measurement of load losses & impedance voltage to be measured at low voltage
07.	Measurement of no load losses & excitation current to be measured at low voltage
08.	Magnetic balance test
09.	Test of OLTC including contact resistance
10.	Magnetic circuit (Isolation) test [IR value between core lamination to end frame, core lamination to earth and between end frame to tank. The value of test voltage shall be 2KV & duration of test voltage application is 60 seconds]

GENERAL TERMS AND CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

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

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

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

1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.

1.5 '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.

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

1.7 'Works' shall mean and include taking delivery of line materials/ S/S material labor 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.

1.8 '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.

1.9 '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.

1.10 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.

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

1.12 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.

1.13 '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.

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

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

1.16 '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.

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

1.18 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.

1.19 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.

1.20 '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.

1.21 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.

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

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

1.24 'Drawing', 'Plans, shall mean all:

a) Drawings furnished by the Owner to the Contractor during before execution of work / the progress of the work; and

b) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner after duly approved.

1.25 '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.

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

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

1.28 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

1.29 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'.

1.30 GST / Cess means all applicable tax / cess under GST Laws, GST laws means IGST Act, GST (compensation to the state for loss of Revenue) Act, CGST Act, UTGST Act & SGSCT Act, 2017 and all related ancillary legislations.

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

2.0 APPLICATION

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

3.0 STANDARDS

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 equipment 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(TR) GETCO Surendranagar 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 Surendranagar 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 Surendranagar 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 program 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

14.1 The subject work shall be carried out by the contractor within stipulated time, which will be issued by GETCO to the successor bidder

14.2 Any delay that may take place in subject work as per schedule, the penalty will be charged for delay beyond schedule period will be levied penalty at the rate of 0.5% **per week to value of work executed in delayed period, subject to maximum ceiling up to 10% of the order value plus applicable taxes (if any) will be**

recovered. The penalty will be deducted from bills payable either against this contract or from any bank guarantee or any other amount payable under any other contract with GETCO.

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

15.0 GUARANTEE: You should give guarantee for **36 Months** from the date of commissioning of the transformer after the completion of work. It is the responsibility of the contractor to handover the job free of all defects. Any defects observed during GP due to bad / poor workmanship, it is the duty of the contractor to rectify / replace the same at his own cost. It includes,

1. Attend oil leakage from whole transformer i.e. top plate, diverter switch, CT Box, radiator bank headers etc. by replacing gaskets etc.
2. Supply/ preparation of all oil sealing gasket for whole transformer (incl. top plate)
3. Oil filtration
4. Test results of Transformer oil
5. Painting of TRF
6. Any other work carried by contractor.

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 **including GST**, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

17.0 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.

18.0 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.

19.0 ENGINEER'S DECISION

19.1 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.

19.2 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.

19.3 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.

20.0 POWER TO VARY OR OMIT WORK

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

21.0 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 labor employed by him.

22.0 CHANGE OF QUANTITY

22.1 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.**

22.2 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.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 TAKING OVER: Upon successful completion of work by the Contractor, the Engineer shall issue to the Contractor a completion Certificate as a proof of the final acceptance of the erected S/S. 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 S/S. 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

29.0 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.

30.0 PAYMENT

30.1 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.

30.2 Currency of Payment

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

30.3 Terms.

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

31.0 Payment Schedule:

31.1 Application for Payment

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

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

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

31.5 Mode of Payment

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

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

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

32.0 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

33.0 INSURANCE

33.1 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.

33.2 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 S/S 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.

33.3 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.

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

33.5 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.

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

34.0 LIABILITY FOR ACCIDENTS AND DAMAGES: Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Bid document.

35.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

35.1 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.

35.2 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.

36.0 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.

37.0 FORCE MAJEURE:

37.1 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.

37.2 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.

38.0 SUSPENSION OF WORK:

38.1 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.

38.2 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.

39.0 "RIGHTS OF THE OWNER:

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

Lien in respect of Claims in other Contracts:

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

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

40.0 CONTRACTOR`S DEFAULT

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

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

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

40.3 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.

41.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

41.1 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.

41.2 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.

41.3 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.

42.0 FRUSTRATION OF CONTRACT

42.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 42.3 below.

42.2 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.

42.3 In the event referred to in sub-clauses 42.1 & 42.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit basis which shall be determined by mutual agreement between the parties.

43.0 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

44.0 SETTLEMENT OF DISPUTES:

44.1 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.

44.2 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.

44.3 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.

44.4 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.

44.5 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.

45.0 Arbitration:

1. **Amicable Settlement –** Any dispute, difference, controversy or claim between the parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the dispute") shall, upon the written request of either party be referred to the authorized representatives of the disputing parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the dispute within thirty days of the service of the request**.**
2. **Arbitration –** If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of clause arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act 1992.

46.0 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.

47.0 TAKING DELIVERY AND INSURANCE

47.1 The contractor has to take delivery of Support structure, equipments, power/ control cable etc. from construction store and keeps 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 S/S by GETCO.

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

47.3 The Contractor shall have total responsibility for the entire S/S 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 Corporation.

48.0 MARINE-CUM-ERECTION-INSURANCE: - The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of Whole Transformer, which are required to complete the job of Reactor. 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 reactor by 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

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 with held

Bidder shall note that storage cum insurance is to be taken at his own cost and amount of material for erection to complete the scope of sub-station work is to be considered as per EIC Instruction.

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.

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

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.

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

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.

49.0 Termination of Contract: In case of contractor fails to complete the S/S / 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:

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

49.2 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

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

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

51.0 LABOUR LAWS:

51.1 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.

51.2 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.

51.3 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 Labor Laws.

vii) Payment of compensation in case of accidental injury.

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

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

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

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

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

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

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

51.8 WORKMAN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE: The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. The purchaser shall not be responsible for any payments of compensation to the workers/supervisor of the contractor for fatal or non-fatal accidents during the pungency of the contract.

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

51.10 CONTRCTOR TO INDEMNIFY THE GETCO: The Contractor shall Indemnify the GETCO and every member officer and employees of the GETCO also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere 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.

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

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

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

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

52.0 REGISTRATION WITH PROVIDENT FUND OFFICE

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

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

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

53. Submission of Bill:

You should forward the RR/TR directly to the consignee along with the triplicate copy of the bill. The original and duplicate copy of the bill along with relevant documents including approved Test Certificate where applicable should be now uploaded on Vendor management System (VMS) Portal, www.vms.guvnl.com Including Invoice, Documents which are Digitally Signed by Vendors/Suppliers. The VMS Portal also provides "Real Time" Tracking of Invoice status to monitor the process of Submission and to receive timely updates. Invoice should be forwarded to Concern EE TR Div. Office not to Circle office.

54. RELATIONSHIP WITH EMPLOYEE:

Every bidder should, at time of submission of bid, give a declaration as under, "If in any Bidder Company / Firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his / her relative as defined in section 2(77) of the Company's Act. 2013 is 10% or more, the tendering Company will not deal with such Company / Firm at all. Tenderer therefore, must specifically disclose the fact in his technical bid. Nondisclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company

55. Conflict of Interest among Bidders / Agents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

57 Vendor Registration:

All bidders / Vendors shall be registered vendors of GETCO for a particular subject of tender. It is requested to please quote the Vendor Registration Number & date with the tender and attach vendor registration letter in online submission. If bidder had applied for registration with GETCO before publication of tender & entitled as regular bidder, then only such bidder tender shall be considered under Regular Bidder Category but copy of Money receipt paid for registration shall be invariably submitted.

If the bidder is new & had applied for registration with GETCO before publication of tender, then tender shall be considered under New Bidder Category but copy of Money receipt paid for registration shall be invariably submitted.

GENERAL COMMERCIAL CONDITIONS: -

1 ***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.*

1. The Gujarat Energy Transmission Corporation Ltd., Surendranagar hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **Work of attending Oil Leakages of Whole TR along with Painting of 5 no of 66/11 KV TR at Various SS and 4 no TR with only Painting work under AM Division Limbdi under Surendranagar AM Circle.** detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.
2. The validity of tender is 180 days from the date of opening of technical bid
3. Earnest Money Deposit:
    a. Payment of Earnest Money Deposit (EMD) can be accepted by RTGS/NEFT.
    b. Tenders not accompanied by EMD shall be rejected.
    c. If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.
    d. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.
4. All commercial terms and conditions except rates shall be indicated in the technical & commercial bid only.
5. The Tenderers shall specifically note that the Tenders are invited on percentage basis only.
6. Arithmetical error will be rectified on the following basis:
    a. 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 work 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 EMD will be forfeited. The bidder should ensure that the prices furnished in various price schedules are consistent with each other.
    b. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, 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.
    c. 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 resource to extrinsic evidence.

d. 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.

7. The tenderers will ensure submission of the Tenders duly filled in before the due date and time.

8. Security deposit: - The contractor will have to pay the Security Deposit at 5% of the order value on placing the LOI. The contractor will have to pay entire S.D i.e. 5% by demand draft / BG of any Nationalized/Scheduled Bank as per approved format' within 10 days from the date of the issue of LOI. BG Shall be accepted only if SD amount is More than 50,000.00 higher percentage of security deposit may be fixed at the direction of The Superintending Engineer. DD/B.G. issued by some co-operative bank is acceptable as per listed under

a. Guarantees issued by following Banks will be accepted as SD on permanent basis;
   1. All Nationalized Banks.

b. Guarantees issued by following Banks will be accepted as SD for the period up to **31st March'2027**. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Axis Bank
2. A U Small Finance Bank
3. Bandhan Bank
4. City Union Bank
5. CSB bank
6. DBS Bank India Limited
7. DCB Bank
8. Dhanlaxmi Bank
9. Equitas Small Finance Bank
10. Federal Bank
11. HDFC Bank
12. HSBC Bank
13. ICICI Bank
14. IDBI bank
15. IDFC First bank
16. Induslnd Bank
17. Jammu & Kashmir bank
18. Jana Small Finance Bank
19. Karnataka Bank
20. Karur Vysya Bank
21. Kotak Mahindra Bank
22. RBL Bank
23. South Indian bank
24. Standard Chartered Bank
25. Tamilnad Mercantile Bank
26. Ujjivan Small Finance Bank

27. YES, Bank
28. Ahmedabad Mercantile Co.Op. Bank
29. Nutan Nagrik Sahkari Bank Ltd.
30. Rajkot Nagrik Sahakari Bank Limited
31. Saraswat Co-operative Bank
32. SBPP Co-Operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co Operative bank Limited
35. The Gujarat State Co-operative Bank
36. The Surat District Co-Operative Bank
37. The Surat Peoples Co-Operative Bank
38. The Baroda Central Co Operative Bank
39. The Panchmahal District Co-operative Bank
40. The Kalupur Commercial CO Operative Bank
41. The Rajkot Commercial Co Operative Bank
42. The Banaskantha Mercanttile Co Op Bank
43. Gujarat Gramin Bank

Bank Guarantee of other than above mentioned banks towards Performance Bank Guarantee & Warranty will not be acceptable

The security deposit will be refunded only after the completion of guarantee period or finalization of final Bill whichever is later. (FDR will not be accepted).

9. *Contract Period: -* The time allowed for completion the work is 60 (Sixty) days from the date of the commencement of the work, failing which the penalty @½% per week or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value will be imposed.
10. The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer in charge depending upon emergency of work, GETCO reserves the right to reduce the time limit without giving any notice.

11. Goods and Service Tax (GST): -

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

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 18% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

1% SGST TDS and 1% CGST TDS or 2% IGST TDS on principal amount is applicable with effect from 01.10.18.

All royalties, toll tax, local tax, development charges, Goods & Service Tax (GST), Cess & any other taxes as applicable. in respect of this contract shall be payable by the contractor & Gujarat Energy Transmission Corporation will not entertain any claims whatsoever in this aspect.

Statutory variation:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY. Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST

GST: -

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

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

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

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

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

The total GST payable thereon with bifurcation of service tax GST payable by service provider and service receiver.

- Contractor has to also supply tax invoice as described under GST rules and Regulation r indicating GSTIN No. Contractor has to submit notarized undertaking regarding applicability of E-invoice and if provision of E-invoice will be applicable to the contractor then payment of the bill will be done only on submission of e-invoice as per GST Act. Format of E-invoice undertaking is attached herewith for ready reference.

(VI) "GST may be paid along with the RA Bills and you have to submit the CA Certificate and Undertaking signed by authorized signatory of the contractor along with the last RA bill / final bill to ensure that GST charged and collected from GETCO is paid to Government treasury and the accurate & correct details of invoices are also uploaded on the GST portal within the stipulated time. A copy of CA Certificate and Undertaking is attached herewith.

However, the final bill shall be paid and SD / BG shall be released only if the contractor has duly discharged its GST liability related to the said contract and submit necessary documentary evidence as mentioned above.

In case, Contractor fails to submit the above-mentioned documentary evidences, the GST shall be recovered along with Interest @ 15% from the payable amount of the contractor for said contract or any other contract.

12. The contractor will have to give indemnity bond for material on Non-Judicial Stamp paper of value Rs. 300/- to GETCO as per attached format. The cost of stamp paper will be borne by the contractor.
13. The contractor will have to give safety cum indemnity on Non-Judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be borne by the contractor.

14. *Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Transmission Circle, GETCO, Surendranagar before commencement of works as per GETCO's prescribed Performa.* The cost of stamp paper will be borne by the contractor.
15. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
16. The quantum of the work as mentioned in estimate/ schedule –'B' is tentative and it can be vary or differ as per site condition. The payment shall be made only on actual work executed or order quantity, whichever is less.
17. The tenderer will be abided by and fulfill all the terms and provisions of the "Tender & Contract" for works as applicable and incase of any default there to the GETCO shall forfeit the S.D. or any other action as may be decided by Superintending Engineer (TR), GETCO, Surendranagar/Competent Authority.
18. The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by field Engineer at his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.
19. No part rate or reduced rate shall be allowed in final bill.
20. *No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.*
21. GETCO will not pay any idle charge for any site conditions or any circumstances.
22. For shortages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges + GST applicable

23. Billing and Payment Terms
    - (a) The contractor shall have to submit the RA bill of order to the concerned Deputy Engineer of sub-division of concerned division for payment once in a month period.
    - (b) 90% payment of amount claimed as per invoice by party as per Schedule-B/scope of the work covering various activities and as per terms and conditions of tender made within 60 days from the date of R.A. Bill.
    - (c) Balance 10% amount shall be paid after settlement of material account of items supplied, used, and credited the balance material. The same amount will be released in final bill only and payment will be made only after passing of final bill.
    - (d) 10% amount of bill will be retained from each RA bill for the work executed after the scheduled date of completion and on finalization of time limit extension by competent authority; this amount will be released after deducting amount towards the time limit penalty if any.
    - (e) GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
    - (f) If net payable amount is more than Rs 10 Lacs, payment will be released from circle office/corporate office. All the payment shall be made through RTGS/NEFT only.
    - (g) The payment will be released within 60 days. However, in case of any delay due to any eventuality no interest charges shall be paid.
    - (h) All the bills in accordance with the above clauses must be submitted with the following information:
        1) Item wise work done during billing period.
        2) Item wise cumulative work done.
        3) Account for material consumed and balance stock.

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.

(i) PAYMENT TERMS UNDER MSME ACT:

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

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

- Date of acceptance means –
  - (a) The day of actual delivery of goods or the rendering of services; or
  - (b) Where any objection is made in writing by the buyer regarding acceptance of goods or services, the day on which such objection is removed by the supplier;

** "Date of deemed acceptance"

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

24. The contractor has to follow all labor laws, safety rules and regulations. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety/ security of men, materials and equipment shall be sole responsibility of the contractor.
25. The compliances of all Central/ State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.
26. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. GETCO reserves the right to reject any or all tender without signing any reasons whatsoever.
27. The work should be commenced immediately from the date of receipt of instructions from office and should be completed within stipulated time limit thereafter.
28. The tender includes all minor accessories and items of work which have not been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
29. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.

GUARANTEE: You should give guarantee for **36 Months** from the date of commissioning of the transformer after the completion of work. It is the responsibility of the contractor to handover the job free of all defects. Any defects

observed during GP due to bad / poor workmanship, it is the duty of the contractor to rectify / replace the same at his own cost. It includes,

Attend oil leakage from whole transformer i.e. from Top plate gasket, inspection window gasket, window gasket, radiator gasket, HV LV Bushing gasket & Buchholz relay pipeline gasket.

30. In case of any dispute/ doubt, the decision of Superintending Engineer (TR), GETCO, Surendranagar. shall be unchallengeable, final and binding to the contractor.
31. The contractor has to remain in close day to day contact with Engineer in charge of work i.e. JE, Concern 66 KV SS who will issue detailed instruction for the commencement of the work.
32. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office.
33. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
34. **The contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at contractor's risk and cost.**
35. The contractor must engage sufficient knowledgeable persons round the clock, exclusively for oil filter machine provided by GETCO for oil filtration work. No loss of oil should occur and in case if occurs; its cost will be recovered from contractor's bill. The contractor has to apply sufficient nos. of cycles for oil filtration works as decided by the Engineer in charge.
36. The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of on line tender, does not qualifies the tenderer to offer the bid.
37. Tender offer without payment of EMD required certificate, documents, list of tools, tackles, equipments etc. required for execution of job will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, Surendranagar will be final and unchallengeable.
38. After completion of the work, all the surplus materials issued by the GETCO shall be returned by contractor to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
39. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
40. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage.
41. If required by GETCO, contractor shall have to provide free to and fro traveling facility to our Junior Engineer or Technical staff for the work.
42. **The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in charge.**
43. No subcontractor, Power of Attorney shall be allowed without prior approval of competent authority.
44. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate legal action if required. Similarly, as per instruction of Engineer in charge, contractor have to credit the material at GETCO store without any loss of time failing to which GETCO shall initiate legal action if required.
45. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
46. The contractor has to submit the list of tools, tackles, equipments with him along with his tender offer.

47. The contractor will have to deploy minimum skill labours/ fitters as per requirement of the work at site on daily basis, failing to which GETCO shall deduct 1,000/- per from the bill.

48. The bidder shall specifically note that GETCO will not pay any extra amount towards any type of claim except for the description indicated in Schedule – 'B'. The party has to carry out all other/ additional required activities/ works as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per site condition and for this work no extra payment shall be made by GETCO.

49. GENERAL: -

    a. **The interpretation of specifications doubts etc**.:-In case of any doubts about what is mentioned in specification or schedule or elsewhere, the tenderer should get all doubts cleared from the Department in writing and in advance of filling in the Tender. In case of difference of opinion about interpretation of specification etc. the decision of **Superintending Engineer, Transmission Circle, GETCO, Surendranagar** will be final and shall be binding to the contractor.

    b. **Accounts of Materials issued**: -The contractor shall have to maintain accurate day to day and item wise account of use of issued materials which shall be got checked from time to time by the representative of the GETCO. The contractor will be responsible for custody and preserving the issued materials till the work is handed over by the contractor after completion.

    c. The contractor has to maintain site register, covering all the daily details of material receipt and utilization, progress of work etc. This register shall be checked and signed by Engineer in charge and Executive Engineer during the site visit. Any bill without site register shall not be passed.

50. The contractor shall be responsible for breakages, losses and theft of material during transit or erection after the materials issued from the stores till the completion of work and is taken over by the GETCO.

51. The contractor will be responsible for the loss, distribution of deterioration of the materials, stores or articles supplied to him by the GETCO, even if such a loss distribution or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.

52. The contractor shall co-operate with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill all the requirements which are necessary to finalize the accounts on the basis of its records and pay him such amount as if found due to him together with the amount of security deposit. If any remaining payable to him after deduction, there from the amount due by him to the GETCO. The GETCO shall not entertain further claim from thereafter.

53. The competent authority can delete any item in schedule of the tender, if he feels that the rate quoted by the contractor for that item is abnormally high when compared to the estimated rates.

54. **Delivery of Material: -**All material/ equipment required for this work as per schedule shall be delivered at any store centers of GETCO Store jurisdiction and contractor has to take delivery from these stores at his own cost only.

55. Contractor will ensure that completion of work i.e. all works connected with substation/line/other having been completed correctly as per Indian Electricity Rules & procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out Subsequently shall be set right forth with by contractor at his own cost.

56. PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

57. Quantities given in the Schedule of work in price Bid are to be executed by the contractor at the rates accepted by the GETCO in the A/T. In case of any deviation in tower quantity / type of tower / length of line, excavation /

concreting/OTHER WORK resulting into an increase in which event the field officer shall obtain prior approval of the COMPETENT AUTHORITY and excess quantity shall be paid only at the accepted rate of the A / T. No any Excess work / amount to be executed without prior approval of competent authority.

58. The erection work beyond contractual ceiling amount shall be done only after approval from the GETCO authority.

59. CONTRACTOR'S SITE ESTABLISHMENT

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

60. CO-OPERATION WITH OTHER CONTRACTORS

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

61. PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by GETCO. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

62. *Contractor's Default:*

a. *If the Contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by 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 30 days from the date of serving the notice, then and in such case the owner shall be liberty to employ other workmen and forthwith to execute such part of the work 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 hand and re-contract with any other person or persons to complete the work or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that 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 work if part of the work 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, over shall encash the Bank Guarantees of contractor available with Owner's retain such other payments due to the contractor under the contract in question or any other contract that the owner's may have 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 work is delayed.

b. If it is found that the work is unsatisfactory or not progressing as per the program / BARCHART / Target period, any action taken by the GETCO, as may be deemed fit, to see that work is completed as required by the GETCO, would be at the risk and cost of the contractor.

FAILURE TO EXECUTE ORDER: In case of failure on the part of you to cope up with the works within the specified period, the same will be got executed through other agency at your risk and cost even at higher rates and the difference in amount, if any, will be recovered from your other pending amount available with GETCO.

In case of poor progress / performance said work of transformers, GETCO reserves the right to curtail the quantity. If performance is too poor, cancellation of order in part or the whole will be considered. The GETCO reserves the rights for cancellations without any liabilities and assigning any reasons.

The rates are inclusive of required man power, tools and tackles, crane facility, testing of Oil charge etc.

Contractor shall submit the time schedule (bar chart), resources mobilization, safety plan, storage and men power plan before commencement of work.

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

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

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 CONTRACTOR'S SITE ESTABLISHMENT

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

5.0 ACCESS TO SITE AND WORKS ON SITE

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

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

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

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

9.0 PROGRESS REPORT

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

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

12.0 EMPLOYMENT OF LABOUR

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

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

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

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space

Land for Contractor's Store, Workshop etc.

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

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

13.2 Electricity: Power supply:

Point of supply will be provided by GETCO, you have to arrange cable, switch or extension board at your cost from point of supply to your requirement.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

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

14.2 First-aid: The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

14.3 Cleanliness

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

15.0 LINES AND GRADES: All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

16.0 FIRE PROTECTION

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

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

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

18.0 MATERIALS HANDLING AND STORAGE

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

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

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

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

18.5 All material shall be protected against moisture ingress and corrosion during storage and periodically inspected

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

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

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

18.9 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

19.0 CONSTRUCTION MANAGEMENT

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

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

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

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

20.0 FIELD OFFICE RECORDS: The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents,

drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

21.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

22.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY :

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

23.0 INSURANCE

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

23.2 **Workmen's Compensation Insurance**

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

Workmen's Compensation : As per statutory Provisions

Employee's : As per statutory

Liability Provisions

23.3 **Comprehensive General Liability Insurance**

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

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

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

24.0 UNFAVOURABLE WORKING CONDITIONS

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

25.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS: The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly, the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

26.0 WORK & SAFETY REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26.12 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

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

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

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

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

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

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

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

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

a. Fatal injury or accident Causing death	Rs. 1, 00,000 + applicable taxes (if any) per person: for death	These are applicable
b. Major injuries or accident causing 25% or more permanent disablement to Workmen or employees	Rs. 20,000 + applicable taxes (if any) per person	injury to any person, whosoever.

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

27.0 CODE REQUIREMENTS

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

TECHNICAL TERMS AND CONDITIONS:

1. **TECHNICAL KNOW-HOW:**
   Qualified, experienced and efficient engineer should supervise the various activities such as dismantling & assembling of various costly accessories viz. Top plate having core & winding assembly, bushings, header or radiator assembly (if required). Date-wise record of various activities should be maintained by you. List of qualified engineers with their experience should be furnished with the offer.

2. **TRANSFORMER OIL:**
   GETCO will provide fresh transformer oil if required at site during the said work of the transformer. GETCO shall deliver fresh transformer oil in barrels for filling as per the name plate detail of transformer free of cost at site. The same should be filled through 4500/6000 LPH two stage ultra-high vacuum filter machine in presence of GETCO Engineer. Filtration and filling of oil should be completed in accordance with the IS: 6034-1974, with latest amendment if any. After commissioning of transformer, the oil sample shall be sent to ERDA for confirming the oil quality as per IS 1866-2000 or with latest amendment including DGA test. The testing charges will be borne by you.

3. **TESTING OF TRANSFORMAER:**
   - The transformer will have to be tested for all routine tests as per IS 2026/1977 with latest amendment in the presence of your representative as per attached Schedule by GETCO.
   - Before & after(24Hrs) commissioning of transformer at site, oil sample of transformer is to be duly signed & sealed by GETCO's Engineer sent to ERDA for confirming the oil quality as per IS: 1866-2000 & DGA.
   - The tan delta of bushings, windings & SFRA shall be carried out before and after overhauling work. GETCO will carry Tan delta & SFRA. You will remain present & shall co-operate with GETCO.
   - The value of insulation between the core lamination to end frame, core lamination to tank and between end frame to tank (if end frame is isolated from tank) shall be at least 1 M with test voltage of 2KV for 60 seconds.

4. IR value of the winding should be achieved as per relevant IS or to the entire satisfaction of the Engineer in charge.

5. Bidder should furnish the list of equipment available with them for carrying out the works at site at the time of quoting the rates, so that the ability to execute the subject work can be assessed. All tools and tackles including vacuum, pump, filter machine (as per IS 6034/1971), oil jet vacuum pumps and crane required for overhauling of transformer will have to be arranged by you at your risk and cost.

6. Old Filter pads should be replaced by new one in presence of GETCO supervisor before starting oil filtration work.

7. During overhauling work, the required quantity of gaskets for main tank, inspection cover, values, HV/LV bushings, pipe lines and other parts are to be provided by contractors. These gaskets should be of original size & thickness.

Your authorized person has to remain present on the site. You shall ensure workmanship of good quality and shall arrange for qualified supervisors / Engineers and complete labor who are skilled, careful and experienced in this work.

9. No compensations will be paid for any stoppage of work due to technical reasons.

10. All radiators, conservator tank shall be flushed properly and the same shall be attended to prevent the leakage.

11. The contractor shall have to follow the instruction of the manufactures representative.

12. The contractor shall have to arrange for blanking plats, nuts – bolts and any other miscellaneous items required during the execution of the work.

13. The overhauling work should be commenced immediately from the date of receipt of instructions from Circle / Division office and should be completed within stipulated time limit.

14. The contractor will have to arrange for the following consumables & equipment's:

1. Required lifting & shifting arrangement. (i.e. **Adequate size of Crane)**
2. Required filter machine of 4500/6000LPH capacity
3. Required nitrogen cylinders.
4. Oil BDV testing kit (up to 90KV).
5. IR tester min. 5KV.

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

6. Pressboard crepe paper cotton tape etc.

7. Rubberized cork sheet for gasket as per IS 4253 Part-II -1980 Grade RC- 80 C of approved make.

8. Rubber adhesive.

9. Nylon washer for air release plugs.

10. Air compressor and spray painting equipments.

11. All other tools & tackles.

12. Degassing column with separate vacuum pump.

13. Dry air generator (Must for 220KV & 400KV units)

14. Fire extinguishers

15. Oil tank

16. Oil sampling bottles

17. Fresh silica gel

Safety Clause

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

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

Sr. No	Amount of Contract in Rs.	Penalty amount per person
1	Up to →1 Lac	Rs.5000/-
2	Above1 Lac to → 10 Lacs	Rs.40000/-
3	10 to --→ 100 Lacs	Rs.100,000/-
4	> 100 Lacs	1.0 % Contract Value

2. **Reporting**: -

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

3. Safety Requirement:

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

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

I. Safety equipment available and utilize.

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

II. Safety procedure adopted.

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

III. T & P physical Check. (Healthiness and Quality)

(a) P. P. rope.
(b) Wire rope and sling.
(c) Earthing rod

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

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

4. The contractor will have to give indemnity bond & safety cum indemnity on stamp paper of Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's equipment or staff or any of third parties during the execution of work.

WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. Contractor has to provide ISI marked ELCB / MCB having sufficient capacity of standard make at point of supply.
3. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.
4. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried – out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
5. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
6. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
7. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
8. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
    a. Satisfy the Engineer that the appliance is in good working condition;
    b. Inform the Engineer of the max. current rating & voltage of the appliances;

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

9. The Engineer will not grant permission to connect until he is satisfied that;
    a. The appliance is in good condition and is fitted with suitable plug
    b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.
10. No electric cable in use by the contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
11. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the contractor. While working on electric lines/ equipment, whether live or dead, suitable type and sufficiently quantity of tools will have to he provided by the contractor to electricians/ workmen/ officers.
12. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and to also to all the authorities envisaged under the applicable laws.
13. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.
14. The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
15. it is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following;
    a. Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
    b. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
    c. Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
    d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
    e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
16. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between

statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.

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

Permanent disablement shall have same meaning as indicated in workmen's compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the laws as applicable from time to time. In case the owner is made to pay such compensation then the contractor is liable to reimburse the owner such amount in addition to the compensation indicated above.

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 and the nation, safety guidelines are agreed upon by the agency as under.

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

Indoor safety precaution	Outdoor safety precaution
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor's supervisor for risk assessment. • Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that maybe live. • Disconnect equipment from supply. • Protect against other live parts. • Take special precautions when close to bare conductors / Busbar.	Prior to execution of work a joint survey must be conducted by GETCO supervisor, contractor's supervisor and DISCOM line man in order to identify the following: a. HT/LT line or tap line crossing under each span of line of the work. b. Isolation point of each line crossing. c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch.

Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works. 1. The contractors must provide advance planning of work to concerned in-charge of substation in writing. 2. Before starting any work whether switch yard, "permit toallow to work" must be taken from control room in-charge. 3. Utilizing Electrical/non-electrical Equipment, safety rules must be implemented. 4. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. 5. Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area. 6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified	Contractor's supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthing technically prior to give clearance to gang leader for taking up job. While execution of stringing work, the identified line crossing must be isolated / de-energized and written clearance should be obtained from concerned DISCOM supervisor. The isolation of Tap line must be physically seen and verified by Contractor and GETCO supervisor. At D.O. fuse junction contractors person should be posted to ensure that no person restore D.O. supply while work is under execution Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.
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.	
All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.	All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly approved by GETCO.

The local earthing must be done at the place of work before execution of any work.	The local earthing must be done at the place of work before execution of any work.
11 kV breaker in panel must be switched off and racked out only after ensuring no voltage in breaker and without door opening.	Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather condition.
	Transmission line activities. 1. Used of Voltage detector to ensure outage. 2. Earthing at three point, local, left & 3. right side of bus bar / string bus. 4. Match line colour code with colour of wrist band.
	Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.

-: SPECIAL COMMERCIAL CONDICATION FOR BIDDER: -

1. TAKING DELIVERY AND INSURANCE: -

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

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

1.3 The Contractor shall have total responsibility for the entire materials stored loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements is at 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 Corporation.

1.4 The Engineer-in-charge OR his representatives will be free to visit the contractor's work, their stores site and erection sites and also verify the GETCO's materials in the custody of the contractor as and when required.

1.5 On completion of the work all surplus materials shall be returned by the contractor to the nearest respective stores of the GETCO as per the instructions of the Engineer-in-charge of the works at no extra cost to the GETCO.

1.6 The contractor shall submit the complete material account immediately after the works is completed and in case not late than one month of completion and Handing over of the line.

2. STORAGE-CUM-ERECTION INSURANCE: -

2.1 The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of Line or S/S materials, which are required to complete the Line or S/S. 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, fire etc. for the complete period of storage, erection and commissioning up to the time of taking cover of the Line or S/S by GETCO. **However, if the work is not completed within 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 contractor if the delay is attributed to the contractor. The charge for extension of insurance shall be reimbursed by GETCO to the contractor on production of proof for extension of MCE if the delay is attributed on the part of GETCO**. 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 successful contractor shall be furnished/submitted to Engineer-in-charge of GETCO. **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.**

2.2 In the event of any damage, theft, loss, pilferage, fire etc, Contractor will be responsible to lodge, pursue and settle all the claims with the insurance company for all items, materials and the corporation shall be kept informed about it. Contractor shall replace the lost/damaged materials/items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed

schedule. The loss, if any, such replacement will have to be borne by the contractor and GETCO will not entertain any claim/representation in this regard. However, it will be contractor's responsibility to insure the entire project till the line / sub-station or any other project / works is taken over by the GETCO.

2.3 The estimated Project cost will be given by Concern EIC.

3.0 INSURANCE

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

3.2 Any loss or damage to the material during handling, transportation, storage, 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.

1.3 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.

2. **PENALTY FOR DELAY: -**

The bidder should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and work beyond contractual cutoff date stated as per stipulated delivery period shall be subject to the *penalty @½% per week or part*

thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value will be imposed.

1. *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 of 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.*
2. 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 the penalty stipulated above is a genuine are 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.
3. Any delay causing extension of outages shall be contractor's responsibility and appropriate amount (in term of Rupees) as decided by Ex. Engineer (Const.), Limbdi shall be recovered from Contractor's bill as a penalty.

5.0 "RIGHTS OF THE OWNER"

Whenever any claim of 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 encash and withhold the amount of performance Bank Guarantee or other security if any furnished as the case may be. The Owner shall also have a lien over the same pending finalization or adjudication of any such claim in the event of the security is insufficient to cover the claimed amount of amounts the Owner shall be entitled to withhold and have lien to retain to the extent of the such claimed amount of amounts referred to above from any sum of 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 of GUVNL or its subsidiary companies pending finalization of adjudication of any such claim.

Lien in respect of Claims in other Contract.

1. *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 of GUVNL or any of its subsidiary companies.*
2. *It is and agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld re retained as such by the Owner till its claim arising out of the same contract or any other contract is wither 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.*

5.0 Vendor Management System (VMS)

GETCO has implemented the Vendor Management system for material supply and Works at corporate Office and field offices. Contractors/Vendor are requested to register the vendor in VMS and submit the invoices along with supporting documents through VMS portal only.

TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

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

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

2) Labor Laws

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

(B) No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.

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

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

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

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

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

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

v. Identify cards as prescribed under the factories Act with photo at fixe there to the same identification.

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. Maternity leave as per the provisions of the maternity Benefit Act.

ix. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

3) <u>Provident fund & Family pension Scheme: -</u>

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

4) Deposit Linked Insurance Scheme: -

The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit.

Linked insurance Scheme with concern regional Provident Fund Commissioner office.

5) Administrative Charges: -

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

6) Paid Leave Facility: -

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

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

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

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

9) Contractor to Identify GETCO: -

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

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

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

12) The contractor will be required to produce a solvency certificate for an amount minimum of 20% of estimated cost of the tender and also to produce his Income-Tax clearance certificate.

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THESE PRESENTS that we, _____By this SAFETY CUM INDEMNITY BOND Executed on this_____Day of_____2026. I/We having Registered Office (herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no. _____Dated_____made between_____and_____for the contract of the_____ _____value of Rs._____interlaid 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 Labor 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 Labor 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.

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

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	₹ 5000/-
2	Above1 Lac to ₹ 10 Lacs	₹ 40000/-
3	10 to ₹ 100 Lacs	₹ 100,000/-
4	> 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 hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).

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

_____

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

INDEMNITY BOND

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

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

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

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

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

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

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

THE WITNESS WHERE OF: We the
Said M/s. _____

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

In the presence of

1. _____ ___Name _____
   _____address _____ (Signature)
2. _____Name _____
   _____address _____ (Signature)

PROFORMA FOR CONTRACT AGREEMENT

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

This Agreement is made at _____on the_____ day of _____in the Christian Year Two thousand twenty Six between M/s. _____ (address of office) _____ (hereinafter referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the ONE PART and the Gujarat Energy Transmission Corporation Ltd, having their Head office at 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 ___/___/2019
2) GETCO order No. _____ Dtd. _____
3) Contractor's acceptance of order vide letter no. _____.
4) Contractor's Partnership Deed Dtd. _____.
5) Contractor's Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

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

1) Signed, sealed and delivered by

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

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

i. _____ (Signature)
_____
_____

ii. _____ (Signature)
_____
_____

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)
For and on behalf of Gujarat Energy Transmission Corporation Ltd.,
In the presence of name, Full address and Signature:

(1) _____
_____

(2) _____
_____

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

FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards execution/supply period and guarantee/warranty period as per commercial terms and conditions of Tender]

To,

The Superintending Engineer (TR) BG. No.

Gujarat Energy Transmission Corporation Ltd, Issue Date

Circle office, Expiry Date

Surendranagar Amount

We, …….. (Name of the bank and address of the branch giving the Bank Guarantee) having our register office at ……..(Address of bank's register office) hereby give this Bank Guarantee No. ……..dated …… and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary company …… (Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary company) or any officer authorized by it in this behalf any amount up to not exceeding Rs. …….. (Amount of combined performance guarantees toward execution/supply period and guarantee/warranty period) (Rupees …….. (In Word)) to the said …….. (GUVNL/ subsidiary company) on behalf of M/s. …….. Who have entered into a contract for the supply/works specified below.

L.O.A/LOI . No. …… dated……..

This agreement shall be valid and binding on this bank up to and inclusive of …….. (date of validity of the bank guarantee) and shall not be terminable by notice or by change in the constitution of the bank of the firm of contractors / suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternators made given conceded or agreed, with or without our knowledge or consent by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantees shall not be assignable transferable by beneficiary (i.e. GUVNL or subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of the guarantee can be made only by the beneficiary directly.

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

on or before …….. (Date of validity of the bank guarantee), all rights of the beneficiary under this bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under

Place :-

Date :-

Please Mention here complete postal address of the bank with Branch code, Telephone and Fax Nos.	Signature of the Bank's Authorized Signatory with official Round seal

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

Annexure-I		
Details of the Firm		
Name of the Firm		
1	**Address of registered office**	
2	**Contact personnel**	
3	**Designation**	
4	**Residential Address**	
5	**Phone No.**	
	Office	
	Residential	
6	**Fax No.**	
7	**Telegraphic code**	
8	**E-mail address**	
B		
1	**Address of WORK**	
2	**Contact personnel**	
3	**Designation**	
4	**Residential Address**	
5	**Phone No.**	
	Office	
	Residential	
6	**Fax No.**	
7	**Telegraphic code**	
8	**E-mail address**	

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

Annexure-III

List of work completion certificate submitted with technical bid

Sr. No.	Name of work	Name of the authority by whom the work completion certificate issued	Reference No. & Date	3A form attached or not ?
1				
2				
3				
4				
5				

Annexure-IV

A/T ACCEPTANCE LETTER: -

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

(To Be submitted after awarding of Contract/AT)

Ref. No.

Date:

To,

The Superintending Engineer (TR)

Gujarat Energy Transmission Corporation Ltd,

Power House Compound,

Station Plot

Surendranagar– 360 311

Sub: _____

Reference

1 Tender No :-

2 W.O No. : - _____

We hereby acknowledge, agree and accept your A/T under reference above with terms and conditions mentioned therein.

(Signature)

Designation _____

Annexure-V

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

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

Ref: Tender No._____

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

I/We _____authorized signatory of M/s. _____here by certify that M/s. _____and their proprietor/any partner/any directors of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

Seal of the firm **Signature of the tenderer**

Annexure-VI

Confirmation Regarding Site Verification

Date:

To,

The Superintending Engineer (TR)

Circle Office,

Surendranagar

Sub: Confirmation Regarding Site Verification. Ref: Tender No.--_____

Dear Sir,

In context to above reference tender, I hereby confirmed that I have visited the site/sites as mentioned in tender. And after keeping familiar myself completely about site & situation I am applying in tender and accepting all terms and condition mentioned in tender in to.

Thanking You.

Yours faithfully

Authorized signatory Name & signature

Annexure -VII

No deviation certificate

Sub:

Reference: Tender no. :

Due on date:

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

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

Seal of the Firm

Signature of the Authorized
Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

Annexure - VIII

AFFIDAVIT CUM UNDERTAKING

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

(Submitted by Partnership Firm Only)

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

That Form G up to last entry dated _____ has been submitted to GETCO by us.

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

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

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

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

DEPONANTS

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

Dated:

Place:

Annexure -IX

Conflict of Interest Declaration)

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

To,

The Superintending Engineer (TR)

Circle Office,

Surendranagar

Sub: Name of Work

Ref: Tender No.--_____

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

Seal of the Firm
Place:

Signature of the Tenderer
With Designation.

Date:

Annexure -X

Declaration of Relationship with employee

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

To,

The Superintending Engineer (Tr.),

GETCO, Transmission Circle,

Old power house, Station Plot,

Surendranagar

Sub: _____

Ref: Tender Notice No. _____

With reference to above your tender Notice No for the work of "_____
_____
_____".

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

Thanking you,

Yours Faithfully,

(Name & Seal of Bidder)

Annexure -XI

NCLT Undertaking

(Notarized undertaking is required to be submitted as per format on Rs 300 Non Judical Stamp Paper).—if Applicable

Subject: - Work Name including tender No.

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

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

Annexure - XII

ON STAMP PAPER OF Rs. 300 (Duly Notarized)

(TO BE OBTAINED EACH CONTRACTWISE YEARWISE)

(Submitted by Successful Bidder after award of A/T if applicable)

Date:

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

Respected Sir,

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

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

For,

(Name of Authorized Signatory)

Designation:

Application for refund of EMD

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

(Submitted in Hard/Physical Copy of Original letter head)

To,
Superintending Engineer (TR),
Transmission Circle,
GETCO, Surendranagar

Sub: - Application for refund of EMD.

Respected sir,

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

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

Thanking You,

Faithfully Yours,

(Name and Seal of bidder)

Letter Head of party

(This Performa should be submitted by party

on letter Pad along with Tech. Bid/By Mail during submission of Tender fee & EMD for RTGS)

Ignore if already submitted to concern office

To,

The Superintending Engineer (Tr.),

GETCO, Transmission Circle,

Old power house, Station Plot,

Surendranagar

Sub: - Submission of detail regarding payments of our bills through RTGS/NEFT.

Dear Sir,

Reference to subject cited above, the details of our Bank Account for payment of ours bills through RTGS/NEFT are as under.

Sr. No.	Particulars	
1	Name of Party / Firm	
2	Name of Bank	
3	Account Number	
4	Type of Account	
5	Branch name & Address	
6	Contact No. of Branch	
7	IFSC No.	
8	e-mail ID & cancelled Cheque **(Original)**	

I/We have read and clearly understood all the above terms & conditions and accept here with
Seal & Sign of Bidder

You are requested to do payment of bills through RTGS / NEFT.

Thanking you,

Yours Faithfully,

(Name & Seal of Bidder)

LIST OF TRANSFORMERS IN WHICH oil leakage attending in transformer along with painting is required

SR. No	Name of S/S	MVA	TR No	Make	Sr. No	DOC	Mfg.	Age
1	66KV RAJPARA SS	**10**	**2**	**Apex**	**70/92**	26.10.2016 (TRF augmentation-Old transformer allotted)	**1992**	**34**
2	66KV ALAMPAR SS	**10**	**2**	**Apex**	**142/91**	07.01.2022 (TRF augmentation-Old transformer allotted)	**1986**	**40**
3	66KV MOTIVAVDI SS	**10**	**3**	**BHEL**	**1091**	26.04.2022 (TRF augmentation-Old transformer allotted)	**1980**	**46**
4	66KV MOTI VAVDI SS	**10**	**2**	**T & R**	**PCO 100545**	12.08.2016	**2013**	**13**
5	66KV RAJSITAPUR SS	**10**	**2**	**Ashok**	**506**	24.08.1994	**1993**	**33**

List of transformer in which color Painting only is required

SR. No	Name of S/S	MVA	TR No	Make	Sr. No	DOC	Mfg.	Age
1	66KV CHOKDI	10	2	VOLTAMP	JN 21170/18	16.03.2017 (TRF augmentation old transformer allotted)	2008	18
2	66 KV CHACHKA	15	2	T&R	PCO 100465	29.08.2014	2013	13
3	66 KV NAGADKA	15	2	ATLANTA	1189/5391	29.06.2017	2017	9
4	66 KV PANSHINA	10	2	ASHOK	511/90	27.05.2016(TRF augmentation old transformer allotted)	1989	37

STC-159-2026

Price Bid

(Submitted through n-Procure (n code) only)

SCHEDULE B

Name of Work: Work of attending Oil Leakages of Whole TR along with Painting , of 5 no of 66/11 KV TR at Various SS under AM Division Limbdi under Surendranagar AM Circle.

Sr. No	Description of work/Supply	Unit	Qty.	Rate	Amount
1	Draining of complete oil in oil storage tank. Before draining the oil, the oil in the transformer tank should be heated Up by a separate hot oil circulator at around 70-degree C. So that when the oil is totally drained out, the core and winding assembly will have temperature higher than ambient. It should not be exposed without oil for more than 12 hours. The assembly should be filled with nitrogen or should be subjected to vacuum. Before draining the oil, the external surfaces of tank and fitting should be cleaned to locate the point of oil leakage	Job	5	11202.67	56013.35
2	Supply/ preparation and replacement of all the oil sealing gaskets made from rubberized cork sheet confirming to grade RC 80c of IS 4253 (Part-II) for whole transformer(including top plate)	Job	5	95178.5	475892.5
3	Dismantling and Erection of all the fittings and accessories of the transformer such as HV and LV Bushings, conservator, explosion vent, Buchholz relay, radiators, top cover, Inspection cover, various valves, stacking / shifting of material In the site store etc. (including hiring of crane)	Job	5	76773	383865
4	Overhauling of OLTC which includes. (1) Un tanking diverter Switches. (2) Hot oil washing of diverter and selector chamber after untanking diverter Switches. (3) cleaning of fixed and moving contact. (4) Tightening of all the clamping, connectors and hardware's. (5) Supply and replacement of all oil seal gaskets. (6) Greasing of gears in driving mechanism. (7) replacement of lubrication oil in gear box.	Job	5	30664.33	153321.65

5	Oil filtration After completion of the drying out cycles, the new / used oil stored in oil storage tank to be filtered till the oil BDV and PPM value are achieved as required by IS 1866-2000. Oil filtration Should be done through a separate degassing chamber with separate vacuum pump to get better dehydration of oil. PI value is to be taken every 4 hours during filtration process. Oil filling in main tank under vacuum keeping radiators isolated after ensuring BDV more than 60 and PPM less than 10 In storage tank. Oil filling in radiator banks and conservator tank after ensuring BDV and PPM Value In storage tank as above. Mixing of main tank oil with radiator oil and filtration of mixed up oil. The fitter machine used for filtration should be two stage, high vacuum machine of minimum 6000 LPH capacity. After filtration, the oil will be tested for BDV in presence of GETCO engineer at site. The BDV should meet requirement as per IS 1866-2000. After filtration the oil sample will be tested for water content (PPM) test at ERDA OR any NABL Accredited Laboratory. (New filter pads to be provided in presence of GETCO Engineer before starting filtration work.)	Job	5	76452.17	382260.85
6	Degreasing and de-rusting of all the external surface of tank and fittings, applying one coat of metal primer at the rusted spots spray painting of the transformer tank externally with Two coats of high glossy heat resistive gray paint, shade no 631 IS 5 is to be followed. (Main Tank+ Radiators +Conservator+ Accessories+ Fittings) -	Job	9	64567.5	581107.5
				Sub Total	**2032460.85**
				GST @ 18%	**365842.953**
				Total	**2398303.80**

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

Seal & Signature of the Tenderer

Superintending Engineer (TR)
GETCO, Surendranagar