GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Vidyut Bhavan, Race Course,

VADODARA – 390 007

TENDER SPECIFICATION

FOR

Supply, Laying, Erection, Testing and Commissioning of 66kV, 1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

: TENDER SPECIFICATION NO:

ACE(P&C)/Contract/E-522/UG/66kV/S,L&E

PART- I

GENERAL TERMS & CONDITIONS

WITH COMMERCIAL BID

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NOTICE INVITED TENDER

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
VIDYUT BHAVAN, RACE COURSE, VADODARA - 390 007

The Additional Chief Engineer (Procurement & Contracts) GETCO for and on behalf of Gujarat Energy Transmission Corporation Ltd., having its Corporate Office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007, hereafter called as "GETCO", intends to invite Tender for **Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle** as per tender specifications.

SN	DESCRIPTION	Particulars
1	Tender No.	ACE(P&C)/Contract/E-522/UG/66kV/S,L&E
2	Name of UG Cable Line	**Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.**
3	Estimated Cost including GST @18% in Rs.	Rs. 98,48,26,700.21
4	E.M.D in Rs.	Rs. 12,00,000.00 **(1. Payment of EMD should be accepted by RTGS / NEFT / online or Demand draft or Banker's cheque or Pay order or Bank Guarantee)** **(2. For BG Validity will be 06 (Six) Months from the date of submission of tender.)** **(3. Submission of EMD** • Online only – if submitted by online/NEFT/RTGS. • Offline/Physical & Original copy – if submitted by DD / Banker's cheque / Pay order or Bank Guarantee, to be submitted in original / physical copy in EMD cover as a mandatory requirement by RPAD / speed post only and scanned copy of the same to be submitted online. **)**
5	Tender Fee (Non-refundable) in Rs.	Rs. 11,800.00 Non-Refundable (Incl. GST-18%, Rs. 1,800) **1. Note: Payment of Tender fee accepted by RTGS / NEFT / online only.** 2. **Submission of tender is online only.**
6	Time Limit	**12 (Twelve) Months from the date of Commencement.**
7	On line (E-tendering) tender / offer submission last date up to **16.00** hours only (This is mandatory)	**01-12-2026**
8	Physical submission of EMD (Offline/Physical & Original copy – if submitted by DD / Banker's cheque / Pay order or Bank Guarantee, to be submitted in original / physical copy in EMD cover as a mandatory requirement by RPAD / speed post only and scanned copy of the same to be submitted	**07-12-2026**

S N	DESCRIPTION	Particulars
	online), last date up to **15.00** hours. By RPAD or SPEED POST only..	
9	Date of opening of Tender fee, EMD cover, and QR bid on line opening at **16.00** Hours.	**07-12-2026**
10	Date of opening of Price Bids:	Shall be intimated separately.
11	Prices	**Firm price basis** except for (i) Supply of 66kV, 1CX630 sq.mm XLPE Power Cable with Poly.Al. /Aluminum construction and (ii) Supply of Tower Materials (Including Bolts-Nuts) for which Price variation will be applicable.
12	Type of Tender	Item Rate Basis
13	Validity of Offer	**180 Days from the opening of Technical Bid.**

-Sd-
Add. Chief Engineer (Procurement & Contracts)

PART - I (GCC)

GENERAL TERMS AND CONDITION OF CONTRACT

1.0 General Particulars

The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for establishing 66KV Underground cable line including Supply, Laying/Installation, testing and commissioning of 66KV U/G cable system with all termination and accessories on turnkey basis for **Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle** detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Scope of the proposal and Work

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

a) Detailed Engineering and detailed calculation.
b) Complete manufacturing including shop testing.
c) Providing engineering drawings, data, operation manual, etc for the Owner's approval.
d) Packing and transportation from the manufacturer's works to the Site.
e) Receipt, storage, preservation and conservation of equipment & at the Site.
f) Pre-assembly, if any, insurance, erection, testing and commissioning of all the equipments/accessories etc.
g) Reliability tests and performance guarantee tests on completion of commissioning.

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

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

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

2.5 This specification covers the detailing, engineering, manufacturing, testing at works, packing, supply, storage, insurance and handling at site, laying/installation, testing, commissioning and handing over in ready to switch on condition to GETCO of complete equipments / accessories of 66kV U/G cable line as stated below for **Supply, Laying, Erection, Testing and**

Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

2.6 The work includes Supply, Laying/Installation, Testing and commissioning of **66KV underground** incl. all the accessories and joints/termination, etc. as stated hereunder & detailed in the BOQ, Schedules so as to complete the project as per approved bill of quantities and layout drawings.

(I) Scope of work : (Electrical)

Survey, Design, engineering, manufacturing, testing, supply to destination site basis, including transportation & insurance, storage, laying/installation, testing & commissioning of the 66KV Underground cable line for **Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle** incl. all the accessories, joints/termination, etc. complete in all respects on turnkey basis for the followings;

PROJECT PARTICULARS

Name of the Project:
Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

System Data

1.	System Voltage and System of Earthing	:	66kV Pipe type & Counter Pose
2.	Rated frequency	:	50 Hz ± 5%
3.	Voltage variation	:	66kV +5% -15%
4.	Seismic Zone	:	Zone -III

List of 66kV UG cable Lines for Bharuch Circle:

SN	Name of Line
1	66kV D/C Variyav- Prop. Variyav II UG Cable line 2*(3+1)
2	66kV Segachhama-Pala LILO at Prop. Jahangirpura,2X(3+1)
3	66kV 1st phase - Prop. Vapi 5th Phase,2X(3+1)
4	66kV Bhestan - Prop. Govalak II, 2X(3+1)
5	66kV Utran-Gothan LILO Prop. 66kV Mota Varachcha-II, 2X(3+1)
6	66kV Segvachhama - Prop. Gauravpath, 2X(3+1)
7	66kV Niyol Prop. Parvat II LILO Prop. 66kV Limbayat, 2X(3+1)

8	66kV prop. Vanakla to prop.Bhesan, 2X(3+1)

Note:
1. Above Tentative list of 66kv UGC lines provided but list may be reviewed and revised as per the GETCO's requirement.
2. W.r.t .above tentative BOQ is shared and final BOQ will be fixed after placement of order and survey by EPC agency)
3. Bidders have to start all line work simultaneously with different gang/ project manager.
4. DOC will be given after verifying all the statutory approval status.

3.0 Bidding Costs

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

4.0 BID DOCUMENTS

Details of Documents

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

a. General Conditions of Contract (GCC-Part I)
b. Erection Conditions of Contract (ECC-Part I)
c. Special Conditions of Contract (SCC-Part I)
d. Technical Specifications (TSP-Part II – Electrical)
e. Bid Form and Price Schedules (BF/PS-Part III)

5.0 Knowing the Bid Documents

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

6.0 Clarifications on Bid Documents

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

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

7.0 Amendment of bidding document:

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

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

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

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

8.0 PREPARATION OF BIDS

Language of Bid:

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

8.2 Bid Format

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

9.0 Local Conditions:

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

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

10.0 Documents comprising the Bid:

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

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and GCC.

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

All Bid documents duly signed & sealed shall be submitted with technical bid.

10.4 The Bid Guarantee shall be furnished in a separate cover in accordance with clause at GCC.

11.0 Bid Price:

11.1 The Bidder shall indicate, in the appropriate price schedules, enclosed in bid proposal sheets, the unit end cost prices inclusive of GST of the goods, the price for erection, testing and commissioning, structural works and other services it proposes to furnish under the contract, along with the total bid price. The details of GST shall be clearly indicated for each item in the prescribed format of price bid

GST shall be applicable at the rate of 9% CGST plus 9% SGST or 18% IGST, or as applicable to composite supplies in the nature of Works Contract applicable from time to time will be paid within the original contractual delivery period. However, the Classification Codes (i.e. HSN or SAC) for each item of different segments or portions of the Works Contract, shall be specified separately, for information and technical identification purpose only.

11.2 Detailed break up, covering all the price components of unit prices as well as total bid price, as stipulated in the appropriate price schedules of bid proposal sheet shall be provided by the bidder. This break up shall be entered separately in the following manner:-
A) For all goods offered:

i. PRICES:
Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Tenderer should indicate in Price Bid, the break-up of Total Unit F.O.R. Destination Price stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, separately in price bid, which is a must. The rate of GST shall be 9% CGST plus 9% SGST or 18% IGST or as applicable to composite supply in the nature of Works Contract, applicable from time to time.

ii. This tender is to be treated as a contract for composite supply under the category of Works Contract, which is, as per the provisions of Section 2(30), read with, Section 2(119), further read with, Paragraph 6(a) of the Schedule II, to the CGST Act, 2017 and similar provisions, applicable under UTGST Act, 2017 and the IGST Act, 2017. However, the classification Codes (HSN/SAC) for each item under different segments or portions of the Works Contract, shall be specified separately for the knowledge and transparency purpose which shall have no bearing on price or taxation payment.

iii. The offered prices to be indicated in online mode of tender in the format given. **The price bid submitted in physical mode shall not be considered.**

iv. The Tenderer should invariably indicate the unit end cost price excluding GST considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

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

11.3 The bidder's separation of price components in accordance with above clause No: 11.2 will be solely for the purpose of the facilitating the comparison of Bids by the owner, for contract price amendment due to quantity variation and for on account payments (in case of award) and shall not in any way limit the Owner's rights.

11.4 **The Price quoted by the bidder shall remain firm during the contract period and shall not be subject to variation on any account or for change in quantity.**

11.5 **The Bidder shall specifically note that the Tenders are invited on item rate base.**

12.0 Bid Security/EMD:

12.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount to be paid as under:

~~(a) The estimated cost for of Tender is more than Rs. 100 lacs, the EMD is payable as under:~~

- ~~50 % of EMD by DD in favor of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara and Balance 50 % by Bank Guarantee from any Nationalized Bank in the format provided herein.~~

~~(b) The estimated cost of tender is less than Rs.100 Lacs, the EMD is payable as under:~~

- ~~100 % of EMD by DD in favor of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara.~~

(c) Payment by Cheque / Coop Bank Guarantee/ Company Guarantee is not permissible.

(d) Validity Period: - The offer should be valid for a minimum period of **180 days** from the date of opening of Technical bid.

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

12.3 Any bid not secured in accordance with above 12.1 will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.

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

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

12.6 The bid guarantee may be forfeited.

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

13.0 Format of Bid:

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

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

13.3 The Bidders must submit the qualifying data in one original and one duplicate copy as required in this Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, super scribed as under :

QUALIFYING DATA FOR THE SUPPLY AND ERECTION OF TENDER NO: ACE(P&C)/Contract/E-522/UG/66kV/S,L&E

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

13.4 Bids shall be submitted as under:

Cover-I Earnest Money Deposit (Bid-Security), as per relevant clause of SCC duly signed and Contractor's covering letter. Tender fee details (as per tender notice)

Cover-II Qualifying Requirements. (Electrical & Civil) **Online Only**

Separate covers/ files for relevant data shall be kept in one cover.

Cover-III Technical Bid (Electrical) **Online Only**

Must contain conditions and schedules of Part- III without prices and Technical Data Requirement Sheets (Cover I, II, III will be collectively called Technical Bid).
All Bid documents duly signed & sealed shall be submitted with technical bid.

Note: The prices are to be filled up online only. Price bid are not to be submitted with the physical documents.

14.0 Signature Of Bids:

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

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

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

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

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

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

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

15.0 Sealing and marking of bids:

15.1 Cover-I
1. Bid No.
2. Due date for opening
3. Reference of tender fee & earnest money deposit

Cover-II
1. Bid No.
2. Due date for opening.

3. Qualifying Requirements (Electrical & civil).

Cover-III 1. Bid No.

2. Due date for opening

3. Technical bid (Electrical) & reference and required certificates

Cover-I, Cover-II ,Cover-III shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for …… against Bid No…… due on…… containing Cover-I, Cover-II, Cover-III , of this tender.

The original Bid and accompanying documents clearly marked "Original" plus one copy for Cover I, II , III shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between the original and the copies, the original shall govern.

The Bid shall be submitted by RPAD or through speed post services at the Office of the ACE (Procurement & Contracts) GETCO, Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of opening are liable to be rejected. Telegraphic/Telex/Fax/e-mail Bids shall not be entertained.

The price bid shall not be submitted in physical form. It shall be submitted online only.

15.2 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy".

15.3 a. Addressed to the Owner at the following address:

The Addl. Chief Engineer (Procurement & Contracts) - GETCO
8th Floor, Sardar Patel Vidyut Bhavan, Race Course,
Baroda. 390007

b. Bear the name of package bid enquiry number, name of the work and the words. "DO NOT OPEN BEFORE……

15.4 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".

15.5 If the outer envelope is not sealed and marked as required by Clause No: 15.1 the Owner will assume no responsibility for the bid's misplacement or premature opening.

15.6 The Bid Security conditions must be submitted in a separate sealed envelope.

16.0 Deadline for submission of bids :

16.1 Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

16.2 Bids must be received by the Owner at the address specified under Clause No: 15.3, not later than the time & date mentioned in the Invitation to Bid.

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

17.0 Late Bids

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

18.0 Modification and withdrawal of bids:

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

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause No: 15.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.

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

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

19.0 Information required with the proposal:

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

19.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc**. in one copies** along with soft copy.

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

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

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

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

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

BID OPENING AND EVALUATION

20.0 Opening of bids by owner:

20.1 The Owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding document. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

20.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by Fax/Telex, at least one week in advance besides inviting final price bid if found appropriate after evaluation of Technical bids.

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

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

21.0 Purpose of evaluation of bids:

21.1 The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the lowest evaluated commercially and technically responsive bids.

22.0 Policy for bids under consideration:

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

22.2 Clarification of bids:

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

23.0 Preliminary Examination:

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

23.2 Arithmetical errors will be rectified on the following basis:

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

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

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

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

24.0 Award Criteria

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

24.2 In case of award of Contract on a bidder there shall be separate contracts one for Civil works, second for supply of goods and third for the erection & services works in substations.

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

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

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

26.0 Notification of award:

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

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

26.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause No: 36 & 38, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause No: 12.00.

27.0 Signing of contract:

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

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

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

28.0 DEFINITION OF TERMS

28.1 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.

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

28.3 'Contractor' or 'Manufacturer' 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.

28.4 '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.

28.5 '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.

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

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

28.8 '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.

28.9 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.

28.10 The term 'Contract Price' shall mean the Firm 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.

28.11 The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment/Materials supplied include structures, town materials insulators, conducting etc.

28.12 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.

28.13 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.

28.16 Site Engineer 'Inspector' shall mean the Owner 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.

28.17 '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.

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

28.19 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.

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

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

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

28.23 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.

28.24 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.

28.25 '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.

28.26 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.

28.27 'Guarantee Period'/'Maintenance 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.

28.28 '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.

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

a) Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.

b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.

c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.

d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work; and

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

28.30 '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.

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

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

28.33 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

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'.

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

28.34 *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.*

28.35 Works contract means a Contract for composite supply and covered under the definition of Works Contract as defined under Section 2(119) of the CGST Act, 2017 or SGST Act, 2017 and similar provisions, applicable under the UTGST Act, 2017and the IGST Act, 2017.

29.0 APPLICATION

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

30.0 STANDARDS

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

31.0 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.

32.0 Price Basis: (Price variation Applicable)

32.1 **The Price shall be quoted on firm basis except for supply of 66KV, 1CX630 sq.mm XLPE Power Cable with Poly.Al. /Aluminum construction for which Price variation will be applicable.**

32.2 The Price quoted by the bidder shall remain fixed for all the items except 66KV 1CX630 sq.mm XLPE Power Cable with Poly.Al. /Aluminum construction; during the bidder's performance of the contract and shall not be subject to variation on any account save for change in quantity. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

(1) 66KV 1CX630 Sq.MM Cu. Wire screen, poly Aluminum laminated inner sheathed, Aluminum wire armored XLPE cable

P = Po + AlF (Al – Alo) + XLFAl (CC – CCo) + CuFc (Cu –Cuo) + CCFAl (POC – POCo) + ALA (Al – Alo)

Where,

Sr.No.	Sign	=	Description of Sign
1	**P**	=	Price payable as adjusted in accordance with above appropriate formula (in Rs./KM).
2	**Po**	=	Price quoted / confirmed (in Rs./KM).
3	**AlF**	=	Variation factor for Aluminum.
4	**Al**	=	Price of Aluminum. This price is as applicable on **Two months** prior to the date of delivery.
5	**Alo**	=	Price of Aluminum. This price is as applicable on **One month** prior to date of tendering.
6	**XLFAl**	=	Variation factor for XLPE Compound for Aluminum Conductor Cable
7	**CC**	=	Price of XLPE Compound. This price is as applicable on **Two months** prior to the date of delivery.
8	**CC_0**	=	Price of XLPE Compound. This price is as applicable on **One month** prior to date of tendering.
9	**CuFc**	=	Variation factor for copper screen
10	**Cu**	=	Price of CC Copper Rods. This price is as applicable on **Two months** prior to the date of delivery.
11	**Cuo**	=	Price of CC Copper Rods. This price is as applicable on **One month** prior to the date of tendering .
12	**CCFAl**	=	Variation factor for PE Compound for Aluminum Conductor Cable
13	**POC**	=	Price of Polymer Compound. This price is as applicable on **Two months** prior to the date of delivery.
14	**POC_0**	=	Price of Polymer Compound. This price is as applicable on **One month** prior to the date of tendering .
15	**ALA**	=	Aluminum factor ALA

The variation factors shall be as under:

- [I] 66KV 1CX630 Sq.MM Cu. Wire screen, poly Aluminum laminated inner sheathed, Aluminum wire armored XLPE cable.

Size of XLPE Cable	AIF	XLFAl	CuFc	CCFAl	ALA
66 KV 1C x 630 sq mm (Poly-al-Poly)	1.828	1.743	2.104	0.792	1.281

(2) 66KV 1CX630 Sq.MM Aluminum corrugated sheath, XLPE cable

$P = P0 + AIF\ (Al - Al_0) + XLFAl\ (CC - CC_0) + AlFs\ (Al - Al_0) + CCFAl\ (POC - POC_0)$

Where,

Sr.No.	Sign	=	Description of Sign
1	**P**	=	Price payable as adjusted in accordance with above appropriate formula (in Rs./KM).
2	**Po**	=	Price quoted / confirmed (in Rs./KM).
3	**AIF**	=	Variation factor for Aluminum.
4	**Al**	=	Price of Aluminum. This price is as applicable on Two months prior to the date of delivery.
5	**Alo**	=	Price of Aluminum. This price is as applicable on One month prior to date of tendering.
6	**XLFAl**	=	Variation factor for XLPE Compound for Aluminum Conductor Cable
7	**CC**	=	Price of XLPE Compound. This price is as applicable on Two months prior to the date of delivery.
8	**CC_0**	=	Price of XLPE Compound. This price is as applicable on One month prior to date of tendering.
9	**AlFs**	=	Variation factor for Corrugated Aluminum Sheath
10	**Al**	=	Price of Aluminum. This price is as applicable on Two months prior to the date of delivery.
11	**Alo**	=	Price of Aluminum. This price is as applicable on One month prior to the date of tendering .
12	**CCFAl**	=	Variation factor for PE Compound for Aluminum Conductor Cable
13	**POC**	=	Price of Polymer Compound. This price is as applicable on Two months prior to the date of delivery.
14	**POC_0**	=	Price of Polymer Compound. This price is as applicable on One month prior to the date of tendering .

The variation factors shall be as under:

- [I] 66KV 1CX630 Sq.MM Aluminum corrugated sheath, XLPE cable.

Size of XLPE Cable	AIF	XLFAl	AlFs	CCFAl
66KV 1CX630 Sq.MM Aluminum corrugated sheath, XLPE cable	1.828	1.743	1.219	0.792

- The Prices and Indices are as published by IEEMA vide Circular reference IEEMA(PVC)/CABLE(R-1)/--/-- prevailing as on First working day of the month i.e.one month prior to the date of tendering.

- The date of delivery is the date on which the cable is notified as being ready for inspection/dispatch (in the absence of such notification, the date of

manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

NOTES :

(a) All prices of raw materials are exclusive of GST amount.

(b) All prices excluding Aluminum & Copper are as on first working day of the month.

(c) The details are as under:

1. Price of Aluminum is LME average Cash SELLER Settlement price of primary Aluminum in US$ per MT as published by London Metal Bulletin(LME) including premium for Aluminum ingot in US$ per MT is converted in Indian Rs./MT
2. Price of CC copper rods (in Rs./MT) is ex-works price as quoted by the primary producer.
3. Price of Pig lead (in Rs./MT) is ex-works price as quoted by the primary producer.
4. Price of Polymer Compound (in Rs./MT) is ex-works price as quoted by the primary Manufacturer/s.
5. Price of XLPE Compound (in Rs./MT) is ex-works price as quoted by the primary Manufacturer/s.
6. Price of PVC Compound (in Rs/MT) is the ex-works price, as quoted by the manufacturer/s.

- The bidder has to specify in his Bid copper screen component per MT (CuFc-Copper Screen), lead component (PbF) and corrugated Aluminum sheath component per MT base on short circuit current requirement for each type and size of cable.
- Price Variation will be applicable only with respect to original contractual delivery period only. The price variation will not be applicable for the intermediate delay in the supply during the delivery schedule. However, if any decrease in the price variation it will be applicable to the bidder.
- No price increase shall be allowed beyond the original delivery schedule, unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for period of delay for which supplier is responsible. The purchaser will however be entitled to any decrease in the price.
- Supplier has to submit P.V bills (Negative / Positive) along with supporting documents / IEEMA circulars necessary for calculation of P.V. with the bills for balance 20% payable against S.R notes for checking & verification of the earlier claim. Till, P.V. bills are submitted as above, the balance 20% bills will not be processed for payment.
- To claim the price variation successful bidder has to submit the supporting document like duly notary certified copy of IEEMA circulars, P.V. Calculation sheet etc. along with their invoices.
- The base date for the above price variation Formula will be First day of One month prior to opening month of tender.

(3) For structure material:

The latest revised PV formula is as under:

$$P = \frac{P_0}{100}\left(9 + 35\frac{SBLR}{SBLRo} + 27\frac{SBIR}{SBIRo} + 13\frac{Zn}{Zno} + 16\frac{W}{W_0}\right)$$

Wherein,

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

P_0 = Price quoted/confirmed.

$SBLR_0$ = Price of Steel Blooms- Retail (refer notes)

This price is as applicable for the month, **ONE** month prior to the date of tendering.

$SBIR_0$ = Price of Steel Billets- Retail (refer notes)

This price is as applicable for the month, **ONE** month prior to the date of tendering.

Zn_0 = Price of Electrolytic high grade zinc (refer notes)

This price is as applicable for the month, **ONE** month prior to the date of tendering.

W_o = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100) (Refer notes)

This index number is as applicable for the month, **THREE** months prior to the date of tendering.

For example, if date of tendering falls in November 2023, the applicable prices of Steel Bloom-Retail ($SBLR_0$), Steel Billets-Retail ($SBIR_0$) and Zinc (Zn_0) should be for the month October 2023 and all India average consumer price index number (W_0) should be for the month of August 2023

The above prices and indices are as published by IEEMA vide circular reference number
IEEMA (PVC)/TLT- 2022/_/_ **ONE** month prior to the date of tendering

SBLR = Price of Steel Bloom-Retail (refer notes)

This price is as applicable for the month, **TWO** months prior to the date of delivery.

SBIR = Price of Steel Billets-Retail (refer notes)

This price is as applicable for the month, **TWO** months prior to the date of delivery.

Zn = Price of Electrolytic high grade zinc (refer notes)

This price is as applicable for the month, **TWO** months prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100) (refer notes)

This index number is as applicable for the month, **FOUR** months prior to the date of delivery.

- The price variation amount in the ex-works price of fabricated structure members (including bolts & nuts) calculated by the above formula shall not be subject to any ceiling, whatsoever.

- The price variation formula will be applicable from the date of inspection / waival of inspection for the material offered.
- The price variation will be applicable during contractual delivery period only. However, any decrease in the price variation during delayed period shall be applicable.
- Price variation shall not be allowed beyond the original delivery date unless specifically stated in the time extension letter. As a rule, no price adjustment shall be allowed for the period of delay for which the supplier is responsible; however purchaser will be entitled for any decrease in the prices during this delayed period.
- In case of non-publication of applicable indices on a particular month, which happens to be the applicable month for price variation purpose, the published indices prevailing immediately prior to the particular month shall be applicable.
- If the price adjustment amount works out to be positive, the same is payable to the contractor by the owner and if it works out to be negative, the same is to be recovered by the owner from the contractor.
- No price variation will be allowed on the freight and insurance component of FOR destination prices.
- The supplier has to submit PV bills (Negative / Positive) along with supporting documents / IEEMA circulars necessary for calculation of PV bills along with bills for payment against SR Notes. To claim the price variation successful bidder has to submit the supporting documents duly notary certified copy of IEEMA circulars, PV calculation sheet etc. along with their invoices.
- The base date for the above Price Variation formula will be first day of the month prior to opening month of the Tender.
- In the above price variation formula, subscript “0” refers to indices as on 30 days prior to the date of Bid opening (referred to base date indices). Subscript “1” refers to the indices as on 60 days prior to date of inspection / waival of inspection of the material offered.’

33.0 Taxes and Duties:

Goods and Service Tax (GST):

33. 1 The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017 and all related ancilliary legislations).

33. 2 You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

33. 3 The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Compostion Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of GST and Cess prevailing when the price quoted is inclusive of GST and Cess.

33. 4 If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

33. 5 Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

33. 6 Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

33. 7 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GETCO's statutory variation clause shall apply.

33. 8 INPUT TAX CREDIT BENEFIT
In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

33. 9 GST, other taxes and other levies and duties including custom duty solely in respect of the transaction between the owner and the contractor under this contract, if any, shall be included in the bid price. These shall also be indicated separately wherever applicable as mentioned in the Tender .

33. 10 As regards the income Tax, surcharge on income tax and any other corporate tax, including GST if any the owner shall not bear any tax liability whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.

33. 11 Notwithstanding the tax liabilities as per the sub-clause 35.10 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

33. 12 Whenever concessional rate of GST is indicated by the bidders, it shall be confirmed whether any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the supplier. Bidder shall note that in case of absence of such confirmation; the tenders will be evaluated taking into account the maximum rate of GST applicable.

33. 13 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials etc and will be applicable only to the direct transactions between the contractors and owner. Besides the said statutory variation, no other statutory variation shall be payable by the owner.

33. 14 The owner's liability for all taxes and duties including GST under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause **No. 35.4**.

33. 15 If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contactor & owner. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

33. 16 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes attributable to the contractor. **However, the decrease in any taxes/duties shall be passed on to GETCO**.

33. 17 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.

33. 18 Before quoting, the bidder may ascertain from the concerned tax authorities of Government for the applicability of Entry Tax, GST etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.

34.0 TAXES, PERMITS & LICENCES

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

35.0 Price Inclusions (including Taxes & Duties):

35.1 GOODS AND SERVICE TAX (GST): GST and Cess as applicable shall be payable/ receivable as mentioned in clause no.33 of GCC supra

35.2 The prices quoted shall be all inclusive of freight, transportation, loading, – unloading & stacking at site of materials supplied by Contractor as well as owner supplied item if any

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

35.4 Statutory Variations:

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

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

35.5 **Income Tax**

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

36.0 CONTRACT PERFORMANCE GUARANTEE

36.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee as per clause No. 38 in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

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

a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.

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

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

36.4 The Contract performance guarantee will be discharged without any interest on successful completion of order and only after the performance guarantee condition is fulfilled. 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.

GUARANTEES & LIABILITIES

37.0 GUARANTEE

37.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of twenty-four (24) calendar months commencing immediately upon the satisfactory commissioning of the project and issuance of Taking Over Certificate (TOC). The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer.

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

37.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's

risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

37.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

37.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

37.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause

37.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a program of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

37.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 37.1 through 37.7 above, shall remain till the end of 5 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee.

37.9 The provisions contained in this clause will not be applicable: a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any. b)In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

37.9 The Guarantee period for individual equipment / item indicated in the tender specification remains unchanged and shall have to be adhere to as indicated in specifications.

38.0 <u>Performance Guarantee</u>:-

"The successful bidder shall have to submit the performance guarantee in the form of Bank Guarantee worth 10% of the total contract value (end cost) to cover the entire execution. The Performance Bank Guarantee (covering the execution of the contract) will be returned ONLY on successful commissioning & issuance of TOC including material reconciliation & as built drawings and on receipt of the Bank Guarantee towards Warranty worth 10% of the total contract value (end cost), which will be retained till completion of the Guarantee period.

These Bank Guarantees shall be applicable for all the bidders irrespective whether they are SSI/NSIC units."

The above performance guarantee, to be submitted by successful tenderer, towards execution period, is for the satisfactory execution of the contract.

Whereas the performance guarantee, to be submitted by successful tenderer, towards warrantee, is for satisfactory performance of the materials which should be valid for 24 months from the date of commissioning.

If the full Performance Guarantee amount / BG is not paid / submitted within 15 (Fifteen) days after the receipt of the LOA, then the order will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of the Corporation) and without entering into any correspondences and this will be binding on the Tenderer.

39.0 Time Schedule:

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

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

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

39.4 The owner reserves the right to request for a change in the work schedule during pre-award discussions with successful bidder.

39.5 The successful bidder will be required to prepare detailed PERT Network/ detailed M.S. Project Bar chart and finalize the same with the owner as per the requirement of Clause no 40.0

40.0 TIME – THE ESSENCE OF CONTRACT

40.1 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.

40.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

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

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

40.5 The above bar charts/manufacturing 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.

40.6 If the progress is found low, GETCO reserves the right to get the work executed through any other agency at the risk & cost of contractor without assigning any reason(s) and/or notice.

41.0 PENALTY FOR DELAY:

41.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply, erection and civil beyond Contractual period stated shall be subject to the penalty at the **rate of ½ % per week or part there of plus GST as applicable on delayed portion, with a ceiling of 10 % of the total contract value plus GST as applicable. For calculating the delayed portion, date of actual receipt of material at store shall be considered.**

41.2 The penalty plus GST as applicable will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO.

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

41.4 Tenderer shall have to supply all materials to match with the erection activities.

41.5 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty plus GST as applicable a sum specified for each specified period of delay.

41.6 Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.

41.7 For the purpose of penalty, contractual obligation shall be completion of all the Civil, supply and erection contracts as per time schedule & value of these contracts shall be **"total contract value"** (Sum of three individual contract value) for the working of penalty in line with above relevant cl. No.41.1

42.0 Delays by owner or his authorized agents

42.1 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.

42.2 In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost.

43.0 Presentation of Bills

43.1 **For supply**: Monthly Bills for supply items for 80% value i.e. Ex-Works price with 100% F&I and GST in original with one copy shall be submitted to Dy. CAO (Bills), at Corporate Office for passing and processing for payment at Corporate Office. One copy of such bill is to be submitted to Engineer in-charge i.e. concerned EE(Const) for their record & preparation of all relevant documents.

For necessary payment against each consignment of material along with 100% taxes, duties, F & I shall be duly recorded in the form of TRC & SR note by the field office, which shall be now uploaded on Vendor Management System (VMS) Portal, www.vms.guvnl.com including invoice, documents which are digitally signed by Vendors / Suppliers. The supporting documents duly signed, stamped and scanned are required to be uploaded. The VMS portal also provides 'real time' tracking of invoice status, to monitor the process of submissions and to receive timely updates.

43.2 10% payment out of balance 20% shall be released on completion of the line / substation work, handing over and acceptance by the Site Engineers in charge after rectification work if any and settlement of material account according to actual quantity utilized for completion of work. Bill for this payment shall be raised to Dy. CAO (Bills), Corporate Office with copy to concern Ex. Engr. (Const).

43.3 Balance 10% payment for supply shall be released only after finalization of material account and passing of final bill only. The contractor has to submit the final bill along with the material consumption statement and other required data of the work carried out within 3 months from the date of completion of work.

43.4 **For Erection & Civil works**: Monthly R.A Bills for erection 90% value of work executed in original with one copy shall be submitted to concerned EE(Const) for passing and processing for payment.

43.5 Balance 10% payment for erection shall be released only after finalization of material account and passing of final bill only. The contractor has to submit the final bill along with the material consumption statement and other required data of the work carried out within 3 months from the date of completion of work.

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

a) Item wise work done during billing period.

b) Item wise cumulative work done.

c) Account for material consumed and balance stock.

43.7 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.

CONTRACT SECURITY AND PAYMENTS

44.0 PAYMENT

44.1 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.

44.2 Currency of Payment
All payments under the Contract shall be in Indian Rupees only.

44.3 Further the payment shall be subject to fulfilling of following conditions:

44.4 Welfare Cess

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

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

45.0 Payment Schedule

Payment shall be as per contract price schedule agreed based on unit rate. The final price schedule shall be based on approved drawings & BOQ.
The tender BOQ is indicative. Supply & Erection of quantities shall be as per approved Drgs. & BOQ and excess shall not be accepted.

45.1 **Application for Payment**

The Contractor shall submit application for the payment.

45.2 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.

45.3 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.

45.4 **Mode of Payment**

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

45.6 The payment of test charges, if any, payment, taxes and duties (whenever admissible) inland transportation (including port handling), insurance and the erection portion of the Works shall be made direct to the Contractor by the Owner.

45.7 All payments under the Contract shall be made as stipulated in the Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as specified in the relevant Contract conditions which will interalia include the Material Inspection Clearance Certificate issued by the Owner.

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

45.8 Billing and breakup: Price breakup for supply items will be considered only for billing purpose & not for actual payment. Payment for equipments supplied shall be released as per price schedule given in the tender specifications.

45.9 Inland Transportation & Insurance

Inland transportation (including port handling) and inland insurance charges shall be paid to the Contractor on pro-rata to the value of the equipment received at site and on production of the invoices by the Contractor. However, wherever equipment wise inland transportation charges have been called for in the 'Bid Proposal Sheets' and have been furnished by the Contractor, the payment of inland transportation charges shall be made after receipt of equipment at site based on the charges thus identified by the Contractor in his Proposal and incorporated in the Contract. The aggregate of all such pro-rata payments shall however not exceed the total amount quoted by the Bidder in his bid and incorporated in the Contract.

46.0 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.

47.0 Terms of Payment

The payment for materials to be supplied and erected shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of substation work.

47.1 **For supply**

(i) **For supply**

(i) 80% of supply value for each consignment of Line / Sub-Station material including bolt nuts and accessories on submission of invoice along with 100% GST, duties, F & I shall be paid from corporate office within 30 days from actual material receipt date mentioned in SR Note after verifying the following documents.

A. Tax invoice.
B. Delivery challan.
C. Endorsed RR / LR copy.
D. Dispatch clearance certificate / letter wherever applicable.
E. E Way Bill, if applicable

(ii) 10% payment out of balance 20% shall be released from corporate office on completion of Line / Substation work, handing over and preliminary acceptance certificate issued by the Site Engineers in charge after rectification work if any. Supply to be made as per approved drawing/ BOQ.

(iii) Balance10% of supply value shall be paid from corporate office on successful commissioning of Sub-Station / Line against completion certificate and only after settlement of material account statement of items supplied, used, erected and successful commissioning is settled for complete job and will be released only after passing of final bill.

47.2 **For erection and Civil works.**

(i) 90% payment of amount claimed covering various activities such as excavation, foundation, erection, earthing, stringing of bus bar and earthwire including insulator hoisting works against R.A. bills duly certified by EIC within 30 days from the date of R.A. bill.

(ii) Balance 10% of erection value shall be paid within 30 days against commissioning of Line/ Substation only after settlement of material account statement of items supplied, used, erected and successful commissioning of Sub-Station/ line the same amount will be release in final bill only and payment will be made only after passing of final bill.

(iii) If net payable amount is more than Rs 5.0 Lacs, payment will be released from circle office/corporate office.

47.3 As mentioned in clause no. 47.1 & 47.2 the payment will be released within 30 days. However, in case of any delay due to any eventuality no interest charges shall be paid.

47.4 Welfare Cess

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

- On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office.

- Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.

- Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.

- Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as the final bill.

- If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess.

- The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

48.0 TAKING DELIVERY AND INSURANCE:

48.1 The contractor has to keep the 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 till taking over of the line by GETCO.

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

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

48.4 **STORAGE-CUM-INSURANCE**:

The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of the materials, which are required to complete the work. Contractor shall have to take comprehensive 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 line 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 successful Contractor shall be furnished to Engineer-In-Charge. In absence of the above insurance policy, R.A. Bill payment will be withheld.

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

49.0 Insurance:

The Bidder’s insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder’s attention is specifically invited to these

clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

49.1 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.

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

49.3 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, earth quake, 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.

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

may be available for higher volume or for reason of financing arrangement of the project.

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

50.0 Contract Quality assurance:

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

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

50.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

51.0 Erection Tools And Tackles:

The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. However, such tools tackles brought to the site for purpose of erection, handing testing & commissioning shall remain property of the contractor and can be taken back after completion of the work.

52.0 Brand Names:

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

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

53.0 CONTRACT DOCUMENTS

53.1 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, General Terms and Conditions of Contract and all other documents included under Part I and the Special Conditions of Contract.

b) Specifications of the equipment to be furnished and erected 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.

53.2 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.

54.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

54.1 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.

54.2 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.

54.3 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.

54.4 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.

55.0 CONSTRUCTION OF THE CONTRACT

55.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible Civil, Supply and Erection Contract. Award shall be placed on the successful Bidder as follows:

i) First Contract: For supply of all equipment and materials the site.

ii) Second Contract: For providing all other services like storage at site, handling at site, installation, testing, pre-commissioning and commissioning including performance testing in respect of all the equipment material supplied under the "second Contract" and any other equipment/materials given by the owner for transport from owner's stores, insurance, unloading storage handling at site installation testing & commissioning.

55.2 In case of divisible supply and 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 favour of the Owner in the form acceptable to the GETCO for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Indemnity Bond will be furnished during award of Contract.

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

55.4 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).

56.0 JURISDICTION OF CONTRACT

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

57.0 EXECUTION OF CONTRACT :

57.1 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.

57.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office the Owner at Vadodara 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.

57.3 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.

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

57.5 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.

58.0 ENFORCEMENT OF TERMS

58.1 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.

59.0 COMPLETION OF CONTRACT

59.1 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'.

60.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

60.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials up to the standards of the specifications.

In case, the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such Works or furnish all such equipment/ material provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.

60.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Owner of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by the Owner to the Contractor in respect of such defective equipment/material. Should the Owner not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Owner under the Contract for such defective equipment/materials.

61.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that

may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

62.0 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.

63.0 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, 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. The aggregate liabilities are limited up to the total contract value.

64.0 ENGINEER'S DECISION

64.1 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.

64.2 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.

64.3 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.

65.0 POWER TO VARY OR OMIT WORK

65.1 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.

65.2 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.

65.3 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.

65.4 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.

65.5 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.

65.6 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. 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.

66.0 ASSIGNMENT AND SUB-LE TTING OF CONTRACT

66.1 The Contractor may, after informing the Chief Engineer & getting written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor items or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subject to approval by the Chief Engineer. The experience of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Chief Engineer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Chief Engineer, shall be void.

In case of Erection activity, the contractor may after getting written approval from Chief Engineer, assign or sublet any part of erection or as a whole. To do so contractor have to apply for such subletting with a clear proposal stating details & experience of the subletting agency, along with the tender or within 30 days from the date of LOI & decision thereof will be conveyed within 30 days thereafter by GETCO. The proposed erection agency shall have experience of executing similar job of voltage class of 66kV & above and value equivalent to erection portion during last five years. The decision of competent authority in this regard shall remain final and binding to the agency.

66.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors' quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

67.0 CHANGE OF QUANTITY

67.1 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 GCC 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 the extent of 30%(Thirty Percent) of the contract price by way of suitable amendment to the contract.

67.2 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, in case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

67.3 As this is an EPC contract, Design will be done by the Contractor. Responsibility of material will be that of the contractor.

68.0 PACKING, FORWARDING AND SHIPMENT

68.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

68.2 The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.

68.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.

68.4 The following documents shall be sent by registered post to the Owner within three days from the date of shipment, to enable the Owner to make progressive payments to the Contractor: -

Application for payment in the standard format of the Owner
Invoice
Packing list
Pre-dispatch clearance certificate, if any
Test Certificate, wherever applicable
Insurance Certificate

68.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.

The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

69.0 CO-OPERATION 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.

70.0 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.

71.0 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.

72.0 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, in approved MS PROJECT, charts, net-works, photographs, test certificates, etc. Such progress reports shall be on monthly base for supply items & fortnightly for erection activities in the form and size as may be required by the Engineer.

73.0 TAKING OVER

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

In the event of completion of pre commissioning tests carried out jointly, if energization of the substation is prevented for reasons not attributable to the successful bidder, the Preliminary Acceptance Certificate shall be given within 30 days of pre commissioning tests prior to Taking Over Certificate (TOC).

74.0 RISK DISTRIBUTION--TRANSFER OF TITLE

74.1 Transfer of title in respect of equipment and materials supplied by the Contractor to GETCO pursuant to the terms of the Contract shall pass on to GETCO with negotiation of dispatch documents.

74.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent “Taking Over” of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until “Taking Over” and the fulfillment of guarantee provisions of this Contract.

74.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled “Insurance” of this Section.

75.0 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.

76.0 DEMURRAGE, WHARFAGE, ETC.

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

77.0 FORCE MAJEURE

77.1 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, embargoes.

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

77.2 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.

78.0 SUSPENSION OF WORK

78.1 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.

78.2 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.

79.0 CONTRACTOR`S DE FAULT

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

If such excess in greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner and if such excess is less than the sums due to the Contractor, Owner shall pay the balance to the Contractor. For facilitating such payment, Owner shall encash the Bank Guarantees of Contractor available with Owner/s and retain such other payments due to the Contractor under 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 work is delayed.

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

79.3 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.

80.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

80.1 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.

80.2 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.

80.3 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 in completed 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.

81.0 FRUSTRATION OF CONTRACT

81.1 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 84.3 below.

81.2 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.

81.3 In the event referred to in sub-clauses 81.1& 81.2 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.

82.0 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.

Definition of terms:

"Tribunal" means the Gujarat Public Works Contracts Disputes Arbitration Tribunal constituted under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992.

83.0 DISPUTE RESOLUTION MECHANISM

83.1 Amicable Settlement:

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract, including interpretation, breach, termination or validity (hereinafter referred to as "Dispute"), shall, upon 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 (30) days of the service of the request.

83.2 Arbitration Under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992:

If the Parties fail to amicably resolve the Dispute as per Clause 83.1 above, or if contrary claims remain unresolved, then, notwithstanding anything to the contrary elsewhere in the Contract, the same shall be referred to arbitration under the provisions of the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992 (hereinafter referred to as "the Act") as amended from time to time, and the rules framed thereunder. The decision, award and proceedings of the Tribunal shall be final, binding and conclusive upon the parties, subject only to such remedies as may be available under the Act and any other applicable law in force.

83.3 Continuity of Performance:

During the pendency of any Dispute or arbitration proceedings, both Parties shall continue to perform their respective obligations under the Contract.

83.4 Non-Affectation of Powers:

Reference to any Dispute resolution procedure, including arbitration, shall not affect the right of the Owner and/or Engineer-in-Charge to take possession of or utilize the Contractor's tools, plants, materials, stores or works as per the terms and conditions of the Contract, nor shall it entitle the Contractor to stop the progress of work or affect the Owner's rights under the Contract to get work executed through alternate means, if so required under the contract.

83.5 Limitation:

Neither Party shall be entitled to invoke dispute resolution or arbitration under this clause later than thirty (30) days after the expiration of the defects liability period, unless otherwise provided under the Act.

84.0 ARBITRATION

All arbitration matters are governed by Clause 83.0 above, in compliance with the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992 and GUVNL guidelines.

~~84.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.~~

~~84.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.~~

~~84.1.2 The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof.~~

~~84.2 The decision of the majority of the arbitrators shall be final and binding upon the parties.~~

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

~~84.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.~~

~~84.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.~~

~~84.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.~~

~~84.6 All questions, disputes or differences, whatsoever which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation there to shall be referred to the "Gujarat public works contracts disputes arbitration tribunal" as per the provisions of the Gujarat public works contracts disputes arbitration tribunalact,1992.~~

~~The reference to arbitration proceedings under this clause shall not~~

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

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

~~c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the prevision of General Conditions for the work where there are no specifications.~~

~~d) Preclude the GETCO from getting the work done by another agency. Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period. The provisions of the Arbitration Act,1992, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992, and rules made there under shall apply to the arbitration proceeding under this clause. "~~

85.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-à-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.

86.0 LABOUR LAWS:

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

86.0.2 Contractor shall maintain a valid labour license under the contract Labour (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.

86.0.3 The Contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect 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 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 labour at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.

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

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

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

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

vii) Payment of compensation in case of accidental injury.

viii) Provision of crèche if the female 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 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.

86.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

86.2 DEPOSIT LINKED INSURANCE SCHEME

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

86.3 ADMINISTRATIVE CHARGES:

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

86.4 PAID LEAVE FACILITY:

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

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

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

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

86.7 CONTRCTOR TO INDEMNIFY THE GETCO:

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

86.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be effected 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.

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

a) The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 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 labour laws.

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

86.10 REGISTRATION WITH PROVIDENT FUND OFFICE

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

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

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

87.0 Termination of Contract:

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

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

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

88.00 To cancel the contract.

In the event of the risk purchase of stores of similar description, the opinion of the GETCO shall be final. In the event of action taken under clause 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.

89.0 MATCHING OF END COST:

In case the GETCO decides to award contract on matching end-cost basis, the bidder has to reduce all the quoted rates proportionately. The reduction on overall basis will not be accepted (i.e. all unit rates of erection schedule shall be reduced proportionately by difference in percentage). The confirmation for matching end cost shall be given within 7 (seven) days from the letter from GETCO.

90.0 VENDOR REGISTRATION:

All new bidders / Vendors have to register themselves with the GETCO by paying Rs.10,000/- (Non-refundable) plus GST as applicable. Regular suppliers are registered automatically looking to their performance. They shall have to fill up a prescribed form attached herewith within two months giving basic details of their set up, turn over, ISO certification, etc. However, they shall have to re-register by paying Rs.10,000/-(Non-Refundable) plus GST as applicable after 05 years from 01/03/2001. Factory inspection for new entrants is a must. Factory inspection shall be conducted for the period of every 2 years from where the supplier is supposed to supply the materials. This new rule shall come in to force after 06 months from 01/03/2001 so that party gets enough time for registration. However, in the meantime all the New Vendors shall have to pay Rs. 10,000/-(Non-refundable) plus GST as applicable towards registration fees as explained above, before submission of bids and the proof of the same may be given with the technical bid otherwise tender will be ignored out rightly.

Vendor registration up to tender value of Rs.1 Lac (One Lac) for the new entrant is not required. However, Rs.1000/- plus GST as applicable towards Vendor registration shall be payable for the tender value between Rs.1 Lac and including up to Rs.5 Lacs. Vendor registration beyond Rs.5 lacs will be applicable and shall have to pay Rs.10,000/- plus GST as applicable for new entrant as specified above.

If the New Vendors are already registered by paying of Rs.10,000/- (Non-Refundable), then it is requested to please quote the Vendor Registration Number date in Annexure–"X" which is attached with the tender and also enclose the copies of Money Receipt and vendor registration letter in the EMD Cover.

If the tendered is new & not registered with the GETCO, then they should Pay Rs.10,000/- plus GST as applicable before opening of the tender itself and the copy of Money Receipt should be submitted in the EMD Cover, otherwise their tender will be ignored without any further communication in the matter.

91.0 ~~INTRODUCTION OF LEAVY OF TCS.~~

~~TCS @ 0.075% / 0.1% will be payable extra subject to fulfilment of the conditions of sub section (1H) of section 206C of Income Tax Act, 1961. The format of undertaking is attached in the tender.~~

92.0 Deduction of TDS under GST:

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

93.0 Bidder should follow the GOI guideline of 'Restrictions under rule 144 (xi) of the General Financial Rules (GFRs), 2017 vide office memorandum no. F.No.6/18/2019-PPD Dt: 23.07.2020. The copy of subject memorandum is attached in technical specification of Tender.

94.0 INCOME TAX (TDS)

- TDS under Income Tax will be deducted on purchase of goods by GETCO @ 0.1% of the sum exceeding Rs. 50 lacs ~~u/s 194Q~~ from the bill of suppliers/contractors at the time of credit or payment whichever is earlier. TDS will be deducted on advance payment being also made by GETCO to supplier. ~~Further in some of the cases, where TCS u/s 206 (1H) is applicable also along with TDS u/s 194Q, then only TDS on purchase of Goods u/s 194Q shall be deductible, as TDS u/s 194Q overrides TCS u/s 206C (1H).~~

- ~~As per the Section 206AB of Income Tax Act, TDS under Income Tax will be deducted at higher rates of the following rates: (non-fillers of ITRs for the past two fiscal years will be subjected to higher TDS).~~

~~(a) At twice the rate specified in the relevant provision of the Act~~

~~(b) At twice the rates in force~~

~~(c) At the rate of 5%~~

95. 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.

96. Use of 'Call Before u Dig' (CBuD) mobile application:

Bidder is note that it is mandatory to use 'Call Before u Dig' (CBuD) mobile application for all excavators prior to any type of excavation / digging.

97. Conflict of Interest among Bidders / Agents

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

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

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

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

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

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

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

98 Relationship clause:

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

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

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

GENERAL INFORMATION (TECHNICAL)

1.1. CODES, STANDARDS & REGULATIONS

The design, manufacture, erection and testing of the equipments and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards.

In addition, the Indian Electricity Rules, Electricity Act 2003,Statutory requirements of Central Govt., GERC and State Government of Gujarat(applicable codes), shall also be complied with. Any complications arising out of it will be set right by the bidder without any implication to Corporate.
The bidder shall submit his offer as per information given in submission of tender.

Drawings, Data and Documents

The bidder shall furnish following documents/ information along with offer in spiral bound volumes.

General description of equipment offered specifying the important features, make, technical parameters, materials of construction etc. To enable GETCO to have proper understanding of the material offered and its operation.

The following drawings and documents shall be furnished to GETCO by the successful bidder for approval of GETCO, within the period stipulated in the draft contract/mutually agreed terms at the time of placement of order, the bidder shall submit a list of all such drawings and documents he proposes to submit. The list will be approved by GETCO and may be modified, if necessary. Each drawing /document in the list shall be identified with a serial number, description and scheduled date of submission. This should be submitted in a spiral bound volumes.

1.2. MAJOR DOCUMENTS & DRAWINGS REQUIRED FOR APPROVAL:

- Route details of cable line
- Cable layout drawing along with cable trenches. Cable support of galvanized angle or channel/pipe
- Earthing
- Installation drawings
  * Layout of Line
  * Layout of cabling
  * Section layout for cable in normal soil
- All the equipment's Structure drawings along with Design Calculations.
- Drawings for all the equipments & materials as per bidding schedule supported by required calculations related to design/rating /temp rise
- Field Quality Plan for U/g cable laying work.

1.3. FOR REFERENCE

OEM's Complete and comprehensive instruction manuals with drawings for operation and maintenance of the equipments supplied by the bidder. This shall also include the following:

a) Preventive maintenance schedule
b) Procedure for shutdown and energization of line
c) Safety procedures for safe operation of 220 KV cable line

d) Test procedure for site tests.

1.4. AS- BUILT DRAWINGS

On completion of installation, testing and commissioning, the bidder shall incorporate revisions/ modification if any, in the reproducible and submit 'as built' drawing for GETCO's record in spiral bound volumes and soft copy. The drawings shall be in AutoCAD DXF format.

1.5. TEST AND INSPECTION FOR INDIVIDUAL ITEM

Routine test/ Acceptance tests shall be carried out on all equipment at manufacture's works as per appropriate IS/IEC. The bidder shall make reasonable facilities, at his cost for inspection and testing of the equipment/material by GETCO's Officials. No equipment shall be dispatched to site without provisional certificates of acceptance issued by GETCO. Inspection and test shall be carried out at the place of manufacture as well as on receipt of the equipment at site if required. Inspection and tests do not relieve the bidder of his contractual obligations regarding performance of the equipment at site/in actual use.

The bidder shall submit the brief summary of all type test certificates for similar equipment supplied by him elsewhere and the actual type test certificates as and when asked. In case type test certificates for similar equipment is not available, the same shall be conducted in the presence of GETCO's Authorized representative if GETCO so desires, without any financial implications to the GETCO. The type test report shall not be older than 5 year from the date of tender opening (Technical bid opening).

The supplier of the equipment shall ensure that the equipment available at his works for routine test/type test/acceptance test are duly calibrated and necessary certificate shall be made available to the inspecting officer of GETCO.

As far as possible, the supplier of equipment shall give a minimum of 15 days' notice of readiness of material and give the inspection call accordingly. If on arrival of inspecting officer at the works, the material is not found to be ready, the concerned supplier of equipment shall be liable for additional expenditure GETCO may incur on account of retention or re-deputation of the inspecting officer.

The officer deputed for inspecting for particular lot of material according to intimation from you may also like to check Quality Control Plan and for that purpose he may demand the Test Reports of raw material being procured.

1.6. FUNCTIONAL AND COMPOSITE TESTING

Following test shall be conducted on equipment after completion of erection in the presence of Engineer -in-charge from point of view of completeness in the presence of GETCO's Authorized Representative.

- Visual inspection of total system.
- Checking of continuity of power cables.
- Checking of insulation.
- Verification and measurement of earthing resistance.
- Checking of cable terminations and laying, dressing etc.
- Checking of safe accessibility of components.
- The insulation resistance test shall be carried out
- All tests as specified in Technical Specification Part -II

All the equipments and materials shall be passed through checks and test as per approved Field Quality Plan.

The insulation resistance test shall be carried out on the following equipments.

- EHV installation - by 5000 V Megger
- HV installation above 11 KV - by 2500V Megger
- Power circuit of voltage up to 1KV- by 1000 V Megger
- A.C. & D.C. auxiliary circuits - by 500 V Megger

1.7. BAR CHARTS

The Bidder shall furnish along with the bid, the bar charts in M.S. Project and project schedules indicating starting and completion dates of each activity, such as preparation & approval of drawings, manufacturing/supply/ delivery, civil works, erection, testing, pre commissioning and commissioning etc.

1.8 GENERAL

Identification labels shall be provided on all equipments as per client's approval. All labels shall be engraved on plastic (white letters with black background) and all text shall be in English language.

Any exclusion /deviation from specification shall be clearly spelt out and listed at one place only and bidder shall substantiate the same with appropriate reasons. In the absence of clearly spelt out and mutually agreed deviation, it shall be considered that the bidder has undertaken to comply with the technical specification totally, in letter and spirit.

It will be responsibility of the successful bidder to obtain necessary approval of statutory authority as per rules of Govt. of Gujarat and Central Electricity Authority for the work under his scope before energizing/ charging the equipment/system. However bidder shall be extended all assistance by the GETCO in regard to application for the same.

The installation for the equipment shall include civil works and necessary material required to complete the Installation. It may be noted that foundation details for structure should be got approved from GETCO.

Before dispatch to the Site, but before energization, all components/ accessories which are intended to be painted shall be thoroughly cleaned of rust, scales, greases, etc. and painted with two coats of proper primer. This shall be followed by two coats of finishing paint of the color specified/approved by the GETCO. Damage to the painting surface during transit/ erection shall be made good by the bidder free of cost before the equipment is finally accepted by the Engineer- In charge.

For installation work at site, the bidder shall be fully responsible for arranging the supply of required tools and tackles, welding sets, pipe bending machine, cable crimping tools, labours, scaffolding, ladders, etc.

The power connection will be provided by GETCO at one point only at the prevailing tariff, from where the bidder has to arrange for temporary connection and further distribution of supply at his own cost. Similarly, bidder has to arrange for water by pipeline or by water tankers or by drilling bore in S/S at his cost.

The installation of energy meter, cut out, switches etc. for construction power shall be as per prevailing norms of Distribution Department of GETCO. The test report and other requirement to release the connection shall be as per prevailing rules of Distribution Department of GETCO.

On completion of the installation but before energizing the system, all installation shall be physically checked and properly tested. These checks and tests shall be conducted by the bidder under the supervision of Engineer In-charge and bidder shall furnish the final status and test results shall be made good by the bidder free of cost within contract completion period.

All clamps, brackets, bolts, nuts, screws, markers, ferrules, lugs and glands and other hardware necessary for erection work, shall include in the scope of work and shall be arranged by the bidder.

2.0 GALVANISING

All the Equipments / material shall be hot dip galvanized. Wherever it is not feasible to provide galvanized equipment/material shall be painted to withstand heavily polluted atmospheric conditions. Painting should be done with two coats of Red oxide & two coats of epoxy paints of standard make.

3.0 APPROVED MAKES OF EQUIPMENTS /ITEMS OF SUPPLY

a. The 66KV cable, Earthing cable and Accessories can be supplied from the manufacturer meeting technical specifications.

(ii) The Corporate reserves the right to make changes (add or delete names of other makes) in the list during execution of contract.

(i) If bidder wants to propose additional vendors for any of the items, same shall be stated along with the tender or within 30 days from the date of LOI & decision thereof will be conveyed within 30 days thereafter by GETCO.

(ii) Bidder has to supply all materials as per GETCO specifications and from the regular supplier of GETCO.

4.0 INSPECTION AND TESTING OF EQUIPMENT

4.1 GENERAL

Manufacturing Progress reviews, inspection & testing of equipment covered under the technical specification shall be carried out by the GETCO's Authorized Representative at the manufacturer's works/premises prior to dispatch, to ensure that their quality & workmanship are in conformity with the contract specifications and approved drawings.

4.2 RESPONSIBILITY FOR INSPECTION

Any inspection by the GETCO's Authorized Representative does not relieve the Bidder from his responsibility of quality assurance and quality control functions.

As such, any approval which the Inspecting Engineer of the GETCO may have given in respect of equipment and other particulars and the work or workmanship involved in the contract (whether with or without test carried out) shall not bind the GETCO to accept the plant & equipment, should it on further tests at site be found not comply, with the requirements of the contract. If required, audit wing of GETCO HO Inspection

Department shall also be entrusted with inspection of particular item/equipment received at site.

The bidder is to meet the inspection & testing requirements for the equipment coming under the statutory regulations e.g. weights & measures, safety, IE rules, etc. and submit calibration certificates and documents from appropriate authority to the GETCO Inspecting Engineer for the same, on demand.

4.3 EXTENT OF INSPECTION

The extent of inspection & testing by the GETCO shall vary from equipment to equipment as per design requirements, if necessary.

Extent of inspection to be carried out shall be finalized with the Bidder after award of the contract on the basis of scope of supply, technical specification and approved GA drawings.

4.4 METHOD OF GIVING INSPECTION CALLS

Inspection calls shall be given by the Bidder to Chief Engineer, Engineering, GETCO in accordance with mutually agreed program with 15 days' clear time for all equipments. Four sets of relevant test certificates and inspection report of the Bidder/ Sub-bidder after satisfactory completion of internal inspection and test shall be submitted along with acceptance/routine test certificate of the tests witnessed by GETCO Inspector.

The GETCO reserves the right to visit at any stage of manufacture at plant and ask for additional inspection & tests if it is found necessary after completion of detailed design & engineering and approval of drawings.

The GETCO or his duly authorized representative shall on giving written instructions to the bidder, setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of plant/equipment or workmanship which are not in conformity with the contract provisions.

4.5 BIDDER'S RESPONSIBILITY

The Bidder shall provide all reasonable facilities to the Inspecting Engineer of the GETCO to the Bidder's or their sub-bidder's premises at any time during contract period, to facilitate him to carryout inspection & testing of equipment during manufacture of equipment.

The Bidder shall delegate a representative/coordinator to deal with GETCO on all inspection matters.

The Bidder shall comply with instructions of the GETCO's Inspecting Engineer fully.

The Bidder shall ensure that the equipment and materials once rejected by the Inspecting Engineer are not reused in the manufacturing of the equipment and materials. Where parts rejected by the Inspecting Engineer have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.

4.6 INSPECTION WAIVER

For certain standard bought-out items and the products of reputed firms where the GETCO has earlier experience on the quality of their products, the GETCO may consider allowing of inspection waiver for such items. The Chief Engineer, GETCO, Baroda shall issue approval of inspection waiver certificate after scrutiny of bidder's internal inspection report, test certificates and other documents. However, it is not binding upon GETCO to give waiver on bidder's request. GETCO may weigh the important issues like quantity of material, cost of material, importance of material, distance of travel & time of travel required to inspect before deciding the waiver of the inspection.

5.0 OTHER CONDITIONS

Any clarification / amendment necessary, in any or more clauses incorporated in the present A/T, you will have to make a detailed reference to the GETCO latest within ten days from the receipt of A/T. If you fail to do so, no request for any clarification / amendment shall be considered thereafter. Please also note that all the points which need clarification / amendment should be brought out at once. No piecemeal clarification/amendment will be entertained.

ECC
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 labour laws .

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 GETCO. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration also shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 ACCESS TO SITE AND WORKS ON SITE

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

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

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

5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

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

9.0 PROGRESS REPORT

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

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOUR

12.1 The Contractor will be expected to employ on the work only his regular skilled 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:
The concerned EE (Const.) shall apply for 11KV Transformer Center at the site of new Substation and for which concerned DISCOM shall erect the required line and install the transformer Center, for which, the cost is to be borne by GETCO. Subsequently, the Agency finalized for EPC contract by GETCO, shall apply for temporary connection to the concerned DISCOM Sub-Division paying required Service Charges and Deposit. Such temporary connections to be released on the name of EPC-Contractor on recommendation of the concerned EE (Const.). The power so consumed shall be charged at the prevailing tariff rate.

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.

First-aid

14.3 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.

14.4 Cleanliness

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

15.0 LINES AND GRADES

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

16.0 FIRE PROTECTION

16.1 The work procedures that are to be used during the 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 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses of Technical Specifications. The Contractor shall provide, in addition, test instruments, calibrating devices, etc and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.

19.0 MATERIALS HANDLING AND STORAGE

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

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

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

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

19.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

19.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.

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

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

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

19.10 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.

20.0 CONSTRUCTION MANAGEMENT

20.1 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.

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

20.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall

take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

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

21.0 FIELD OFFICE RECORDS

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

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

23.1 The Contractor shall be responsible for any damage resulting from his 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.

24.0 INSURANCE

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

24.2 Workmen's Compensation Insurance

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

Workmen's-Compensation	As per statutory Provisions
Employee's liability	As per statutory Provisions

24.3 Comprehensive General Liability Insurance

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

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

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

25.0 UNFAVOURABLE WORKING CONDITIONS

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

26.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

27.0 WORK & SAFETY REGULATIONS

27.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate 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.

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

27.18 The Contractor shall follow and comply with all 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-Rs. 1, 00,000/- :
These are causing death per person applicable for death/
b. Major injuries or accident causing Rs. 20,000/- injury to
25% or more permanent disablement per person: any person,
to Workmen or employees : whosoever.

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

28.0 CODE REQUIREMENTS

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

PART-I SCC
SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars:

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

2.0 Tender Fee:

The tender fee plus GST as applicable specified in notice inviting tender is payable ~~by Demand Draft (DD) at Vadodara drawn on any Scheduled Bank in favour of Gujarat Energy Transmission Corporation Ltd. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).~~

3.0 Earnest Money Deposit (EMD): (Ref.Cl.12.1 of GCC)

~~3.1 (a) The estimated cost of Tender is more than Rs. 100 lacs, the EMD is payable as under:~~

- ~~50 % of EMD by DD in favour of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara and Balance 50% by Bank Guarantee from any Nationalized Bank in the format provided herein.~~

~~(b) The estimated cost of tender is less than Rs.100 Lacs, the EMD is payable as under:~~

- ~~100 % of EMD by DD in favour of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Vadodara.~~

3.2 Payment by Cheque/Coop Bank Guarantee/ Company Guarantee is not permissible.

3.3 Validity Period: - The offer should be valid for a minimum period of **180 days** from the date of opening of Technical bid.

4.0 Declaration by Bidder:

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

5.0 QUALIFYING REQUIREMENT

Qualifying Requirements for 66kV 630sqmm. Cable supply, Laying & Erection EPC work

1.0 QUALIFICATION OF THE BIDDER

Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified herein regarding the Bidder's Technical Experience Requirements and Financial Position Requirements as demonstrated by the Bidder's responses and supporting documents submitted with the Bid. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying requirements. The bid can be submitted by an individual firm or a Joint Venture/Consortium of not more than two (2) firms, one of whom is designated as the Lead Partner. For the purpose of the qualification the following shall also apply:

a. For the purpose of qualifying requirements, cumulative supply/erection shall be calculated based on the certificate(s) from the respective Transmission Utilities or major industries only.

b. "Rkm" denotes "Route kilometer".

c. Satisfactory operation shall be substantiated by certificate(s) issued by the end user/Employer certifying operation without adverse remarks.

d. Relevant supporting documents (e.g., supply/erection completion certificates, performance certificates) from the original customer must be submitted.

e. No firm shall be associated, in any role, with more than one bid for this package The roles a firm may participate in bidding under this QR are: (i) OEM Bidder under Route-1; (ii) Non-OEM Bidder under Route-2;(iii) nominated OEM under Route-2; (iv) OEM Partner of a Joint Venture/Consortium under Route-3; and (v) Erection Partner of a Joint Venture/Consortium under Route-3. A firm that has participated in any one of these roles in a bid shall not participate in any role — the same role or a different one — in any other bid for this package. Accordingly, without limitation to the generality of the above, a firm that:

i. is the OEM Bidder under Route-1 in one bid, shall not participate as the nominated OEM under Route-2, or as the OEM Partner of a JV/Consortium under Route-3, in another bid, or vice versa;

ii. is the Non-OEM Bidder under Route-2 in one bid, shall not participate as the Erection Partner of a JV/Consortium under Route-3, in another bid, or vice versa; or

iii. participates in any OEM-side role (as OEM Bidder, nominated OEM, or OEM Partner) in one bid, shall not participate in any non-OEM/erection-side role (as Non-OEM Bidder or Erection Partner) in another bid, or vice versa.

Any bid found in violation of this requirement shall be rejected, along with every other bid in which the firm concerned has so participated.

1.1 TECHNICAL EXPERIENCE REQUIREMENTS

1.1.1 Route-1: Original Equipment Manufacturer (OEM) Bidder

(I). The Bidder must be an Original Equipment Manufacturer (OEM) of 66kV or higher voltage class XLPE cables.

(II). The Bidder must have designed, manufactured, type tested (as per relevant IS/IEC/ANSI standards with latest amendments), supplied and erected at least:

(a) Supplied: Cumulatively supplied a minimum of 50 km length of 66kV or above voltage class XLPE cable during the last seven (7) years preceding the date of NIT, to one or more Transmission Utilities or major industries. Additionally, out of the aforesaid cumulatively supplied length, the Bidder shall submit satisfactory performance certificate(s) evidencing that a minimum of 10 km length of 66kV or above voltage class XLPE cable has been in satisfactory service for a minimum period of two (2) years as on the date of NIT, issued by the Transmission Utilities or major industries.

(b) Erected: Erected at least 20 Rkm route length cumulatively of 66kV or above voltage class XLPE cables during last seven (7) years preceding the date of NIT with a Transmission Utility or major industry. Out of which at least one line should of minimum 2km route length. Subletting work experience shall not be counted unless authenticated by order placing authority (CE(P&C)/CE(Project)/CE(AM)).

(c) Performance: At least One (1) 66kV or above cable lines supplied and erected as above shall be in satisfactory operation for not less than One (1) year as on the date of NIT.

1.1.2 Route-2: Non-OEM Bidder

(I). Non-OEM Bidders are eligible, provided that the 66kV cable is sourced from an OEM manufacturer that conforms to the technical specifications and is an approved vendor of GETCO.

The sourcing of 66kV cable under this Route shall be carried out from a single OEM, who shall be an approved vendor of GETCO, unless GETCO specifically agrees otherwise in writing. Accordingly, the Bidder shall pre-identify and nominate such OEM, who shall meet the qualifying requirements specified under Route-1 (I) and (II)(a), and shall submit, along with its bid, all relevant supporting documents establishing that the nominated OEM meets the aforesaid requirements, including Type Test Reports, Supply Orders, and Performance Certificates for the 66kV & above voltage cable supplied by the nominated OEM. The Bidder shall, in addition, furnish jointly with the nominated OEM a MOA/ MOU. It shall be the sole responsibility of the Bidder to finalize and maintain the nominated OEM source without any adverse impact on the delivery or completion schedule, and any delay or consequential damages arising from the selection or sourcing of the OEM shall be entirely borne by the Bidder. No change of the nominated OEM shall be permitted after bid submission, unless specifically approved by GETCO.

(II). The Non-OEM Bidder must:

(a) **Procurement & Supply:** Have procured, and supplied a minimum of 50 km length cumulative of 66kV or above voltage class XLPE cables from recognized cable manufacturers during the last seven (7) years preceding the date of NIT, to one or more Transmission Utilities or major industries.

(b) Erected: Have erected at least 20 Rkm route length cumulatively of 66kV or above voltage class XLPE cables during the last seven (7) years preceding the date of NIT with one or more Transmission Utilities or major industries. Out of which at least one line should of minimum 2km route length. Subletting work experience shall not be

counted unless authenticated by order placing authority (CE(P&C)/CE(Project)/CE(AM)).

(c) Performance: At least One (1) 66kV or above cable lines supplied and erected as above shall be in satisfactory operation for not less than One (1) year as on the date of NIT.

1.1.3 Route-3: Joint Venture (JV)/Consortium

Where a bidder does not individually meet the technical requirements as specified under Route-1 or Route-2 above, submission/participation by a Joint Venture/Consortium is permitted, provided the JV/Consortium collectively meets all requirements specified below.

JOINT VENTURE / CONSORTIUM BIDS

(I). Bids may be submitted by a Joint Venture/Consortium of not more than 2 (two) partners, one of whom must be an Original Equipment Manufacturer (OEM) and the other a non-OEM erection firm.

(II) Provided that a duly executed Joint Venture/Consortium Agreement as per Annexure-B (SCC) shall be submitted by all partners, which shall inter alia contain provisions establishing that all partners of the JV/Consortium shall be jointly and severally liable and responsible for the successful performance of the Contract, including but not limited to completion within the stipulated time, adherence to technical specifications, quality standards, and fulfilment of all contractual obligations. The JV/Consortium Agreement shall explicitly state that each partner assumes full responsibility for the acts, omissions, defaults,and liabilities of the other partner(s), and that GETCO shall be entitled to enforce the Contract against any or all partners individually or collectively at its sole discretion, failing which the bid from the JV/Consortium shall be deemed non-responsive and non-compliant and shall be rejected. Further, and a Joint Deed of Undertaking in favour of GETCO as per Annexure-C (SCC) jointly signed by the partners of the JV shall also be submitted along with its bid. Suitable Power of Attorney/Board Resolution authorizing the signatories on behalf of each partner shall also be submitted along with the bid.

(III) The Joint Venture/Consortium shall collectively meet the complete technical experience requirements as specified under Route-1 in respect of manufacturing (including supply) and erection of 66kV or above voltage class XLPE cables, with each Partner meeting the respective requirements specified below.

(a) OEM Partner Requirements:

One partner of the JV/Consortium must be an Original Equipment Manufacturer (OEM) with experience in design, manufacturing, and supply of the required cables, and must meet the qualifying requirements as per Route-1 (II) (a), as follows:

Supply Experience: Cumulatively designed, manufactured, type tested and supplied a minimum of 50 km length of 66kV or above voltage class XLPE cable during the last seven (7) years preceding the date of NIT, to one or more Transmission Utilities or major industries either directly or through subcontractor. Additionally, out of the aforesaid cumulatively supplied length, the OEM partner shall submit satisfactory performance certificate(s) evidencing that a minimum of 10 km length of 66kV or above

voltage class XLPE cable has been in satisfactory service for a minimum period of two (2) years as on the date of NIT, issued by the Transmission Utility or major industry.

(b) Erection Partner Requirements:

The other partner of the JV/Consortium must have experience in erection of the required cable systems, as defined under Route-1 (II) (b), as follows:

Erection Experience: Erected at least 20 Rkm route length cumulatively of 66kV or above voltage class XLPE cables during the last seven (7) years preceding the date of NIT with one or more Transmission Utilities or major industries. Out of which at least one line should of minimum 2km route length. Subletting work experience shall not be counted unless authenticated by order placing authority (CE(P&C)/ CE(Project)/CE(AM)).

(IV) Performance:

The collective performance requirement shall be considered met if:

(a) at least one (1) cable line of 66kV or above voltage class, manufactured and supplied by the OEM Partner, has been in satisfactory operation for not less than one (1) year as on the date of NIT; and

(b) at least one (1) cable line of 66kV or above voltage class has been erected by the Erection Partner, as per clause (III)(b) above, and has been in satisfactory operation for not less than one (1) year as on the date of NIT,

wherein, the cable line(s) referred to in (a) and (b) above may relate to the same project, i.e., where the cable was manufactured and supplied by the OEM Partner and erected by the Erection Partner, or to different projects, with each partner independently executing its respective scope of supply or erection in its own project.

(V) Documentary Evidence:

The JV bidder and each JV Partner must provide comprehensive documentary evidence in the bid demonstrating their respective qualifying experience:

- OEM Partner: Manufacturing credentials, supply certificates, and performance certificates in support of the requirements specified in clause (III)(a) and clause (IV)(a) above;

- Erection Partner: Erection completion certificates and performance certificates in support of the requirements specified in clause (III)(b) and clause (IV)(b) above; and

- Same-project evidence: Where the cable line(s) relied upon under clause (IV) relate to the same project, documentary evidence establishing that the cable on that project was manufactured and supplied by the OEM Partner and erected by the Erection Partner.

Note: To have clarity to all bidders participating through all above routes i.e. Route-1, Route-2 & Route-3- ***"In the event of a Joint Venture (JV) between the OEM and the Agency, the OEM shall be responsible for the supply of cables, while the Agency shall be responsible for cable laying, erection, installation, and***

related execution activities at site."**----Bidders past experience will be considered accordingly.**

2.0 FINANCIAL QUALIFYING CRITERIA: -

2.1 MAAT (Minimum Average Annual Turnover)

Route -1 & Route -2 :- Bidder's Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years shall not be less than the 50% of estimated amount of tender.

Route -3 :- Minimum Average Annual Turnover (MAAT) of the consortium/ Joint Venture (JV) company added together for best three years out of last five financial years shall not be less than the 50% of the estimated cost. However Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years of the lead partner shall be at least 25% of the estimated cost & for each other partners shall be at least 17% of the estimated cost

Note:- For the purpose of arriving at MAAT, Turnover shall be taken as revenue from operation (excluding GST) as stated in Financial statement of the bidder, but excluding other income.

2.2 Liquid Assets

Route -1 & Route -2 :- Last Financial Year Liquid Assets should not be less than 20% of estimated cost of tender.

Route -3 :- Last Financial year liquid asset of the consortium/ Joint Venture (JV) company added together should not be less than 20% of estimated cost of tender. However Last Financial Year Liquid assets of the lead partner shall be at least 10% of estimated Cost of tender and for each other partners shall be at least 7% of estimated cost of tender.

Note: For the purpose of arriving at Liquid Assets Current Assets Less Inventories shall be considered.

2.3 Net-Worth

Bidder's Networth for last Financial Year should be positive including all JV Partners

Note: Net Worth means Paid-up Share Capital, Share Application Money pending allotment and Reserves & Surplus less Accumulated Losses and Deferred revenue expenditure/Miscellaneous Expenses to the extent not Written Off.

- Reserves and Surplus to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- Share Application Money pending allotment will be considered only if it is in respect of shares to be allotted.

Bidder to submit the following documents in support of meeting financial qualifying criteria:

1. CA Certificate with valid UDIN Number failing which certificate shall not be considered for the purpose of evaluation and Audited Balance Sheet and Profit & Loss account along with the schedules referred therein and the Auditor's Report for the preceding five financial years, in line with one of the following

2. In case last financial year's closing date was within 6 months prior to bid due date and audited Balance Sheet and Profit & Loss account of last financial year are not available, bidder has the option to submit the financial details of five previous years immediately prior to the last financial year. For example, in case bid due date is up to 30th September and financial details of immediate preceding financial years (year ending 31st March of same year) are not available, the financial details of the five previous years immediately prior to the last financial year may be submitted.

3. Otherwise it is compulsory to submit the financial details of immediate preceding five financial years.
4. In case bidder is a holding company, the Financial Position criteria referred to in Financial Qualification criteria shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the Financial Position criteria referred to above shall be that of subsidiary company only (i.e. excluding its holding company).

5. In case the date of constitution / incorporation of bidder is less than five years old the MAAT in respect of the completed financial year after the date of constitution shall be taken into account. Provided further that the date of constitution / incorporation of the bidder shall not be less than one year old and audited financial statements of at least one completed financial year is available.

Note: - 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:

1. **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.
2. **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.
3. 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.
4. 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. **For Civil Works, the certificate shall also indicate the amount of penalty / Liquidated Damages (LD), if any, levied/recovered for extension**

of time/delay in completion of the work. Further, the certificate shall indicate the actual quantum of major works executed, such as Concrete/RCC, Reinforcement, Pile Diameter, number of piles, total pile length/depth and other major/specialized items relevant to the qualifying criteria prescribed in the tender.

5. 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**.
6. Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc.

~~Details as per qualifying requirement to be submitted along with offer, **in a separate cover.**~~

- ~~CA certificate to be attached for MAT. (This is must)~~
- ~~Supply/Order executed details for offered items with name of purchaser, date and location to be mentioned.~~
- ~~Performance certificate for satisfactory operation/working for period as per qualifying requirement attached with specification. (This is must for getting the offer qualified~~)

6.0 Additional Documents:

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

1. ~~GST Registration No. date/ issuing authority.~~
2. ~~Regn. No. under Shops & Estt. Act/ issuing authority~~
3. ~~Details of Partners/Directors of the Firm/Company.~~
4. ~~Experience Record and details of orders pending / executed for various utilities~~
5. ~~Last five years Audited Accounts~~
6. ~~Detail of Manufacturing /Fabrication facilities if applicable~~
7. ~~Factory Registration/license details if applicable~~
8. ~~Solvency certificate from Bank (up to 20 % of Bid value)~~

7.0 COMPLETION PERIOD

7.1 Overall Completion periods for this Contract will be 12 (Twelve) calendar months from the date of Commencement.

7.2 If the execution period falls between the predictable/seasonal rain period i.e. 1st June to 30th September, the applicable period is to be excluded from the execution time as per standard guidelines issued by various municipal authorities while issuing the permission for cable laying within the limits of the city/town.

7.3 However, it should be noted that whenever the clear work front is available for execution of the work and the statutory permission is not restricting for work execution during the rain period, the work should be executed as per instruction of E-I-C. For such instances, the period mentioned above shall be considered under execution period. Proper records with relevant documents for the same shall be kept by the successful bidder while executing the work.

7.4 No mobilization period, idling will be allowed during the period of the Contract.

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

8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT

8.1 The supplier shall submit the Security Deposit / Performance Bank Guarantee to cover execution period by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance (LOA).

8.2 The successful bidder will be required to pay an amount equivalent to 10 % of the value of the order (END cost) as a Security Deposit for satisfactory execution of the contract and as performance guarantee. Such Security Deposit will be payable either in DD payable at Vadodara / Bank guarantees from Scheduled / Nationalized Banks will be acceptable, if the amount of security deposit payable exceeds ₹ 50,000/- Bank Guarantees will be furnished. The Bank Guarantees furnished should have clear one time validity till the completion of the order in all respect and up to the expiry of the Guarantee period of 25 Months (2 years +1 month) from the date of Commissioning of Transmission line. Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which Board will be at liberty to redeem the same, without entering into further correspondence in the matter.

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

8.4 The Security Deposit-cum-performance Guarantee deposit as above on total shall be kept deposited up to 2 years + 1 month from the date of charging of line.

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

8.6 Corporate Guarantees are not admissible.

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

8.8 A/T shall be issued on receipt of Bank Guarantee, contract agreement & Indemnity Bond within 30 days of issue of LOA.

8.9 Further, in case of the bid to be furnish as a JV/Consortium partner then each JV/Consortium partners has to furnish 5% of the overall tender cost towards the B.G. in addition to the 10% of the Bank Guarantee to be submitted by the lead partner (as security deposit). The terms, conditions & validity of all such BG’s shall be the same.

9.0 Instructions before submitting your bid.

9.1) All the drawings, i.e. elevation, side view, plan, cross sectional view etc., in AutoCAD DXF format and manuals in PDF format, for offered item shall be submitted by successful bidder. Also the hard copies as per specification shall be submitted.

9.2) The bidder shall submit Quality Assurance Plan (QAP) & Field Quality Plan (FQP) with the technical bid.

9.3) The bidder must fill up all the point of GTP for offered item/s. Instead of indicating "refer drawing, or as per IS/IEC", the exact value/s must be filled in.

9.4) All the points other than GTP, which are asked to confirm in technical specifications must be submitted separately with the bid.

9.5) Please note that the evaluation will be carried out on the strength of content of bid only. No further correspondence will be made.

9.6) The bidder shall bring out all the technical deviation/s only at the specified annexure.

9.7) The bidder shall bring out all the technical deviation/s only at the specified annexure.

9.8) Preparing of Erection Key Diagram (EKD) indicating all the quantity required for successful erections, testing and commissioning of line is in Bidders scope.

9.9) All equipments, material shall be supplied as per approved EKD (Drawing/BOQ).

9.10) Bar chart with completion period of **12 (Twelve)** months in MS Project shall be submitted.

9.11) For all straight joints, contractor has to provide B.B. masonry chambers as per instruction of engineer in charge.

9.12) In entire cable trench, RCC precast slab is to be provided on both the side & upper side of power cable for protection purpose as per specifications.

9.13) Please refer specification of end termination, Straight through Joint, Link box with or without SVL for providing & fixing arrangement.

9.14) It will be necessary for the successful Bidder to arrange technical supervision during installation of cable laying and termination.

9.15) The successful Bidder shall arrange for the services of fully qualified and competent supervising Engineer / Engineers and necessary minimum number of jointers, semiskilled labourers, as he deems it absolutely necessary.

9.16) Provision of special tools / appliances required for conductor jointing and stripping /dressing and application of XLPE insulation etc. shall be made by the successful Bidder.

9.17) The successful Bidder shall furnish all necessary information, including drawings, manuals and instructions relating to both cable laying and jointing practice.

9.18) The associated civil works, which are necessary in laying / installation of power cable, though not specifically mentioned, but shall be completely in the scope of successful Bidder.

9.19) No idling charges or cost over run for the entire project shall be entertained.

9.20) The cables shall be completely surrounded by a layer of having a low thermal resistivity (selected sand) sand as per specification over & below of the cable surface throughout width of the cable trench at no extra cost. (River sand shall be allowed for surrounding layer)

9.21) The scope of work shall also include assistance in obtaining required permission /approval from various statutory authorities i.e. Municipal Corporation, Gram Panchayat (if any), PWD, Electrical Inspector, Telecom Department etc. Payment demanded by any statutory authority as a compensation shall be reimbursed by GETCO on submission of documentary evidence i.e. receipt of such payment made.

9.22) Wherever it is required to cross the cable through Railways/Highways(Roads)/ Nala/ Canal/Gas lines/ Water supply & sewerage lines etc.; the bidder has to

carry out the excavation as per the requirement of respective department ensuring full safety and through using HDD Machine Only as per instruction of EIC. The depth of the excavation may vary with respect to different utilities. For all above requirement, bidder should not claim any extra money on account of deep excavation.

Being Turnkey contract any missing items in BOQ are to be supplied by Agency free of cost to GETCO.

9.23) After the commissioning of line, contractor shall arrange thermos scanning of joints/termination & submit detailed reports. However, this will not be contractual hold point. GETCO reserves the right to ask the contractor to conduct the same on entire line under full load condition.

9.24) All earthpits shall be Maintenance free as per specifications and approval from Engg. Or Site in charge.

9.25) The required Earthing strips, Maintenance free treated Earthpits etc. are inclusive part of contract and prices shall be quoted accordingly. No separate price shall be paid for that.

9.26) All civil work e.g joint pits, Otta for SVL Boxes etc. are considered inclusive part of respective line items and shall be considered in prices. No separate price shall be paid for that.

9.27) All the materials shall be supplied as per GETCO Technical Specifications and GETCO approved vendor only. All work has to be executed as per GETCO FQP only.

9.28) Cable remains in air is not part of U/g cable laying. However, it is to be covered under the part of terminations on tower/H frame/ respective substation area.

9A) Interse reverse bidding:

For the tenders having estimated value more than 5 Crore, The Interse reverse bidding shall be carried out on the same day of price bid opening.

- The L1 price shall be put up for starting price for Interse reverse bidding. Interse reverse bidding shall be for reducing the price and the bidders have to reduce their quoted price in decrement of value as decided before start of Interse reverse bidding.

- If any bidder bids in last 2 minutes of deadline for submission of bid for Interse reverse bidding then, the time for Interse reverse bidding shall be extended for further 5 minutes from its previous closing time.

- Time of the Interse Revised Bidding shall be intimated to bidder along with the intimation of price bid opening.

The procedure to be followed for elimination of Bidders for Interse reverse bidding shall be as below:

Sr. No.	No. of bidders	Particulars

1	1	No scope of bidding. Re-invite tender
2	2	Scope of Interse reverse bidding. No elimination.
3	3 or 4	Scope of elimination: (A) Within 10% of L-1 bidder price - No elimination. (B) Above 10% of L-1 Bidder price - Eliminate H1
4	5 or more bidders	Scope of elimination: (A) Within 10% of L-1 bidder price - No elimination. (B) Above 10% of L-1 Bidder price - H1 and H2 to be eliminated

- Bidder has to register themselves on following website and submit E-Auction ID with EMD cover: **https://e-auction.nprocure.com/.**

- It is mandatory to submit the same along with physical Technical bid (In EMD cover); so that the bidder shall be allowed to participate the Interse reverse bidding.

- After Interse reverse bidding process, L1 bidder shall be decided on lowest revised price.

- The L1 bidder after Interse reverse bidding shall have to submit break-up in line with their quoted price bid within three days.

- GETCO at its discretion may call L1 bidder for negotiation. The price bid of qualified bidders shall be shared after completion of Interse reverse bidding.

10.0 Addendum to the technical specifications.

The addition /alternations mentioned here under will supersede the related clauses of respective technical specifications, if differs with original clause.
All the hardwares, conductor accessories, clamps and connector used in switchyard erections shall have corona free performance and related type tests as per standards shall have to be submitted.

1. All the accessories, clamps and connector used shall have corona free performance and related type tests as per standards shall have to be submitted.

2. All testing and measurement for all the equipments/materials shall have to be measured in presence of site in charge of GETCO and complete record should be included in as built drawing/document set.

11. Training:

Successful bidder has to arrange training at their expense at GETCO premises covering erection, O&M, testing & commissioning aspect of 66 KV cable line. This training program is to be organized prior to erection of these lines.

Complete training materials in soft & hard copy shall be given to participants.

12. Progress Report (Refer Cl. No. 9.00 of ECC)

The successful bidder shall submit progress report monthly for supply activities & fortnightly for erection activities along with site photographs.

13. Guarantee (Refer GCC Cl. No. 37.1)

Commencement of Guarantee period could be considered in phase manner as per owner's requirement to commission portion of job as per scope & specification on priority. Site in charge accordingly in such condition will issue TOC and relevant clause of guarantee shall be applicable.

14. Welfare Cess

- As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects and civil works. The welfare cess@1% shall be paid by the contractor and the same shall be reimbursed by employer on production of documentary evidence of payment.

- Contractor shall get registered under Welfare Cess Act before commencement of work. Office of the Factory Inspector is authorized at present as a registering authority.
- GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
- The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.
- **The welfare cess@1% is not considered in the estimate for this project and therefore, bidders are requested not to load welfare cess in the price schedules as welfare cess@1% is on reimbursement basis.**

15. Clarification on the tender documents if any shall reached to ACE (Procurement & Contracts) on or before 10 days of due date. Clarification received thereafter will not be considered & out Rightly ignored.

16. Payment (refer GCC Cl. No 47.0)

Successful bidder must submit "No Claim certificate "along with final bill.

Tender specification gives only BOQ asking for unit rate & accordingly bidder shall quote the prices against each unit and payment will be made accordingly. Price break up if any for supply items will be considered for billing purpose & not for actual payment.

17. RIGHTS OF THE OWNER:

Whenever any claim or claims for payments 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 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 contract with the Owner or GUVNL or its subsidiary companies pending finalization or adjudication of any such claim.

Lien in respect of Claims in other Contracts:

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

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

18. For necessary payment against each consignment of material along with 100% taxes, duties, F & I shall be duly recorded in the form of TRC & SR note by the field office and works related bills, which shall be now uploaded on Vendor Management System (VMS) Portal, www.vms.guvnl.com including invoice, documents which are digitally signed by Vendors / Suppliers/Contractors. The supporting documents duly signed, stamped and scanned are required to be uploaded. The VMS portal also provides 'real time' tracking of invoice status, to monitor the process of submissions and to receive timely updates.

Tender No. ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Declaration

Tender for **Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle** as per tender specifications complete along with all the tender Terms and Conditions.

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

a) I/ We, the undersigned, have read and understand the Tender Specification No. **ACE(P&C)/Contract/E-522/UG/66kV/S&L,E**

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

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

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

A N N E X U R E -'X'

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

1. **PRICE** :
   [FIRM ONLY] (Please specify YES / No.)

2. **GST** :
   [IN PERCENTAGE]
   Please quote your
   - **a. GST Registration No. & Date.** :
   - **b. PAN No. & Date** :
   - **c. PF Registration No.** :

3. **PENALTY TERMS AGREE** :
   (Please specify YES / No.)

4. **SECURITY TERMS AGREE** :
   (Please specify YES / No.)

5. **P.B.G. TERMS AGREED** (Wherever applicable) :
   (P.B.G. – Performance Bank Guarantee)

6. **PAYMENT TERMS AGREE** :
   (Please specify YES / No.)

7. **WORK INVOLVED** :

8. **TELEPHONE NOS , Mail Id & FAX NO.** :

9. **AUTHORISED PERSON OF THE FIRM** :

10. **NAME OF THE PROPRIETOR, PARTNERS, DIRECTORS [AS THE CASE MAY BE], ALONG WITH ADDRESS, TELEPHONE, FAX NO. Etc.** :

11. **If Vendor Registration is Done (Please Furnish the details of Vendor Registration No.)** :

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

CONTRACT AGREEMENT

(Non-judicial stamp paper of Rs. 300/-)

This agreement is made at Vadodara, the _____day of _____in the Christian year Two Thousand Five between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to context include its successors or permitted assigns) of the one part and the Gujarat Energy Transmission Corporation Limited, having their Corporate Office at Race Course, Vadodara, (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

"WHEREAS" the aforesaid Corporation has accepted the tender of the aforesaid contractors for _____ _____ as per Corporation's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter arid 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 Corporation, a list where of 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 the contractor for the work of _____ for the sum of Rs._____(Rupees_____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES 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 conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money 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 hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc. attached with Corporation's Order No._____.

The contract value, extent of works / supply, completion / 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) Corporation's Tender Specification No-
ACE(P&C)/Contract/E-522/UG/66kV/S&L,E
2) Corporation's Contract booklet – "Tender & Contract of Works".
3) Corporation's A/T No
4) A/T Acceptance letter no.
5) Memorandum & Article of Association.
6) Board Resolution authorizing person to sign on behalf of firm.

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

Signed, Sealed and Delivered by

_____

for and on behalf of M/s. _____

In the presence of, signature with names and

Address: _____

_____

_____

1) _____

_____

_____

2) _____

_____

_____

Signed, Sealed and Delivered by

_____

for and on behalf of Gujarat Energy Transmission Corporation Limited,
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara -390 007.

In the presence of, signature with names and

Address: _____

_____

1) _____

_____

2) _____

_____

_____

(On stamp paper of Rs 300/-)

E.M.D BANK GUARANTEE FORMAT

Format for EMD BG is attached separately.

NAME OF DESIGNATED BANKS:

Approved Banks for Bank Guarantee for EMD and SD valid up to 31-03-2027.

Note:

1) Bank Guarantees to be submitted against EMD as per Cl. No. 12 of GCC & against Performance Guarantee as per Cl. No. 19 of SCC & wherever applicable shall be furnished by following banks:

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis:

i. All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD / EMD for the period **up to 31-03-2027**. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. AXIS Bank,
2. AU 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. IndusInd Bank
17. Jammu and 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 Nagarik Sahkari Bank Ltd
31. Saraswat Co-Operative Bank Ltd
32. SBPP Co-operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co-Op Bank Ltd.
35. The Gujarat State Co-Operative Bank
36. The Surat District Co-Operative Bank
37. The Surat People's Co-Op. Bank Ltd
38. The Baroda Central Co-operative Bank
39. The Panchmahal District Co-Operative Bank
40. The Kalupur Commercial Co-Op. Bank
41. The Rajkot Commercial Co-Operative Bank

42. The Banaskantha Mercanttile Co-Operative Bank
43. Gujarat Gramin Bank

Bank Guarantee of other than above mentioned banks towards EMD, Performance Bank Guarantee for Supply & Warranty will not be acceptable.

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. If B/G amount is more than Rs.50, 000/- , kindly take sign of two bank officer with their respective Employee code no.

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

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

4. Round seal, Name and signature of two Bank officers should be affixed on every B/G paper.

5. BG no. and date to be written on every page of Bank Guarantee & its Extension.

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

FORM OF BANKER'S UNDERTAKING

Format for SD cum PBG is attached separately.

NAME OF DESIGNATED BANKS:

Approved Banks for Bank Guarantee for EMD and SD valid up to 31-03-2027.

Note:

1) Bank Guarantees to be submitted against EMD as per Cl. No. 12 of GCC & against Performance Guarantee as per Cl. No. 19 of SCC & wherever applicable shall be furnished by following banks:

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis:

ii. All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD / EMD for the period **up to 31-03-2027**. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. AXIS Bank,
2. AU 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. IndusInd Bank
17. Jammu and 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 Nagarik Sahkari Bank Ltd
31. Saraswat Co-Operative Bank Ltd
32. SBPP Co-operative Bank Ltd.
33. SVC Co-Operative Bank Ltd.
34. The Cosmo Co-Op Bank Ltd.
35. The Gujarat State Co-Operative Bank
36. The Surat District Co-Operative Bank
37. The Surat People's Co-Op. Bank Ltd
38. The Baroda Central Co-operative Bank
39. The Panchmahal District Co-Operative Bank
40. The Kalupur Commercial Co-Op. Bank
41. The Rajkot Commercial Co-Operative Bank

42. The Banaskantha Mercanttile Co-Operative Bank
43. Gujarat Gramin Bank

Bank Guarantee of other than above mentioned banks towards EMD, Performance Bank Guarantee for Supply & Warranty will not be acceptable.

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. If B/G amount is more than Rs.50, 000/- , kindly take sign of two bank officer with their respective Employee code no.

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

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

4. Round seal, Name and signature of two Bank officers should be affixed on every B/G paper.

5. BG no. and date to be written on every page of Bank Guarantee & its Extension.

INDEMINITY BOND (IN STAMP PAPER OF RS.300/-)

KNOW ALL MEN BY THESE PRESENTS that we, Messers _____ (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 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 to pay the full amount forthwith to the GETCO and here by 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 in time.
The contractor shall keep the said materials open at all times for inspection by the officers authorized by the GETCO and produce at any time when demanded.

THE WITNESS WHERE OF: We the

Said M/S _____
(Signature of contractor)
(Seal of Firm)
hereto signed at _____
this day _____

In the presence of

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

(To be submitted on firms letter-head)

Ref. No. Date :

To,
The Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Corporation Ltd.
Sardar Patel Vidyut Bhavan
Race Cource
VADODARA – 390007.

Sub:

Ref: LOI/LOA/AT No:

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

(Authorized Signature)

Designation _____

Please submit along with Technical Bid

CERTIFICATE OF TECHNICAL COMPLIANCE

TENDER NO. _____ DUE ON _____
FOR _____PROJECT

We, M/s. _____ hereby certify that there is no deviation to the Technical specifications and amendments, if any, against this tender.

We further confirm to submit Guaranteed Technical Particulars, valid type test reports, drawings, calculations, etc., as per requirements of BOQ, Technical Specifications and relevant IS/IEC; for offered items/equipments/materials, in the event of an order on us, within commencement period without affecting delivery schedule and without any price implication to GETCO.

We confirm to provide valid authorization and service back up guarantee from OEM for all offered items/equipments/materials, in the event of an order.

NAME & SIGNATURE OF AUTHORISED PERSON

COMPANY'S ROUND SEAL

DATE:

PLACE:

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 _____ 2020. I/We Having Registered Office _____(herein after called **"**THE CONTRACTOR**"** which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no._____ dated_____made between _____ and _____for the contract of the _____value of Rs. _____ interalia on production of Safety Cum Indemnity Bond.

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

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

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

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

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

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

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

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .
d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.
e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR .
f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

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

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.

ANNEXURE-A

OUR ENDEVOUR - Safety a habit

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

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

Indoor safety precaution	**Outdoor safety precaution**
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor's supervisor for risk assessment. • Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may be live. • Disconnect equipment from supply. • Protect against other live parts. • Take special precautions when close to bare conductors / Bus bar.	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 to allow to work" must be taken from control room in-charge. **3.** Utilizing Electrical / non-electrical equipments, safety rules must be implemented. **4.** If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. **5.** Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area. **6.** Any electrical work or electrical connections to equipment for any other work must be carried out by certified	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 & right side of bus bar / string bus. 3) Match line colour code with colour of wrist band.
	Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Safety Related Check List during Construction of Sub - Station

Name of Sub Stn. / Switching Stn.:.....

Name of Contractor: .....

Contractor License / Registration No.: ..... Validity.....

Name of Sub Contractor : .....

A. SUB STATION CIVIL WORKS:

SN	Description of Activity	Feed	Remark
I): SAFETY DURING EXCAVATION :			
1.	Check Substation area has been protected by constructing boundary wall all around the substation to avoid entry of passerby / unauthorized person or animal in the substation.	Yes/No.	
2.	De watering arrangement is available (If necessary)	Yes/No.	
3.	Check proper / adequate arrangement is made for extension of electric supply. (Proper size of cable, Use of fuse, No loose connection and no naked wire connection to Pumps / Illumination / Electric compressors etc. if applicable).	Yes /No.	
4.	Check arrangement of illumination at construction site is	Yes/No.	
5.	Check dumping of Excavated soil (Minimum 1.5 Mts. Or half the depth of the pit whichever is more from the edge of the pit.)	Yes /No.	
6.	Check Shoring & Shuttering to protect the loose rock / soil against fall, (if required).	Yes /No.	
7.	Check lone worker is not be allowed to work in the excavated area.	Yes /No.	
8.	Ensure Laying of temporary cables used for operation of Machines used during construction should not cause any danger for electrocution of persons / animals.	Yes/No.	
9.	Ensure that before undertaking excavation, the soil has been tested and in case of availability of any explosive / dangerous gas, necessary arrangement must be made to remove / dilute such gases.	Yes/No.	
10.	The positions of underground installations such as sewers, water pipes and electrical cables has been verified and in case of their existence, they must be isolated before further excavation works to ensure Human Safety.	Yes/No.	
11.	Check that the scaffolds are not overloaded in any case. Scaffolds are to be erected and supported properly.	Yes /No.	
12.	Stability of the soil of the excavated pit for safe working is to be checked and certified by a competent person daily before start of work. A register at site is maintained where competent person can certify accordingly. No manhole should remain uncovered during night & off days.	Yes/No.	

SN	Description of Activity	Feed	Remark
13.	Check the provision of sufficient strong ladder of suitable length is available near the working place during excavation.	Yes/No.	
14.	Check if any permission is required from local statutory body before excavation.	Yes/No.	
15.	Check for No undercutting / toe cutting in soil.	Yes/No.	
16.	Check after excavation the work should be speedily completed without delay and back filling done at the earliest.	Yes/No.	
17.	Check for any possibility of seepage of water from nearby pond / river has been estimated and taken care of.	Yes/No	
18.	Check to avoid slide / collaps of side walls of excavated pit, the excavation is to be done in trapezoidal cross - section.	Yes/No.	
(a) II): Safety precaution during Storage, Handling and Use of Blasting Material:			
1	Check that the adequate arrangement is made for the storage of blasting material at safe place. (Temporary Magazine is to be installed observing all norms) as per Indian	Yes/No.	
2.	Check that the blasting materials is handled by licensed blaster with due care at site. (If applicable)	Yes/No.	
3.	Check smoking is prohibited in the vehicle carrying	Yes/No.	
4.	Check that the Blaster is holding proper license issued by the appropriate authority. As per Indian Explosive Act.	Yes/No.	
5.	Check that the length of the fuse wire used during blasting operation is adequate.	Yes /No.	
6.	Check while transportation, no unauthorized person is allowed in vehicle carrying explosives.	Yes/No.	
7.	Check that the loading and unloading of explosives is being done carefully.	Yes/No.	
8.	Check explosives and detonators or blasting caps is not being transported in the same vehicle.	Yes/No.	
9.	Check while transportation the detonators and explosives are not carried loose or mixed with other materials.	Yes/No.	
10	Check surplus explosives shall not be stacked near working area during loading / unloading.	Yes/No.	
11	Check explosives shall not be held in hands when lightening the fuse.	Yes/No.	
12	Check that blasting in the open has been carried out during the fixed hours every day or on fixed days in the week so that the public at large should know about this.	Yes /No.	
13.	Check that arrangement has been made to display sufficient warnings / sign board to enable the people to get out of the blasting area to get off the danger zone	Yes/No.	
14.	Check that the danger zone has been suitably cordoned off.	Yes/No.	
15.	Check during blasting operations begin / after the firing of explosives shall follow the loud siren.	Yes/No.	
16	Check that during blasting operation, Labour / Workmen / Passerby are at safe places and arrangement is made to inform public by	Yes/No.	

SN	Description of Activity	Feed	Remark
	caution markings (Red Flag) / Public Notices etc.		
17	Check that PPEs i.e. Safety helmets, Safety Shoes, is used by blaster and their gang members during blasting and also the persons supervising the blasting operations.	Yes/No.	
18.	For covered blasting ensure placement of cover plates of proper thickness and sufficient numbers of sand filled bags.	Yes/No.	
19.	Ensure that permission for blasting has been obtained from the appropriate authority.	Yes/No.	
	(b) III) Safety during casting of Foundation / Concreting :		
1.	Check construction materials are stacked at safe place and also does not cause any danger. (Away from pit) i.e. 1.5 Mtrs. or half the depth of the pit whichever is more.)	Yes/No.	
2.	Check proper arrangement of illumination at Construction Site of Substation is available.	Yes /No.	
3.	Check that the Concreting Mixer/ Vibrator machines etc are placed at a safe place (Not very near to any pit at least 1.5 Mtr. from the edge of the pit) to avoid transfer of vibrations and should be operated by skilled persons.	Yes/No.	
4.	Check proper / adequate arrangement is made for extension of electric supply. (Proper size of cable, Use of fuse, No loose connection for De watering Pumps / Illumination / Electric compressors etc. if applicable).	Yes/No.	
5.	Check for laying of temporary cables used during construction activities should not cause any danger for electrocution to persons / animals.	Yes/No.	
6.	All bracing, struts and shuttering in excavations shall be adequately secured so as to prevent their accidental displacement.	Yes/No.	
7.	Ensure Shuttering and timbering has been made as detailed in I:S: 3764 for protecting the loose rock / soil against fall.	Yes/No.	
8.	Check for proper placing of Hydraulic jacks with stability and constant watch of these instruments (which are continuously loaded) to avoid any danger of displacement causing sever accident.	Yes/No.	

B. SAFETY DURING STRUCTURE, EQUIPMENT ERECTION & CABLE LAYING ETC. :

SN	Description of Activity	Feedback	Remarks
1.	Check Back filling done prior to erection activity.	Yes/No	
2.	Check the derrick used before structure erection has been checked for adequate strength / size and no joints are permitted.	Yes/No.	Test certificate is required apart from visual inspection.
3.	Check that the pulleys used before structure erection / Equipment Erection has been checked for adequate strength / proper size (diameter), also in case of open type pulleys proper locking	Yes /No.	Test certificate is required apart from visual inspection.

SN	Description of Activity	Feedback	Remarks
	of Safety Pin is made Safe working load should be		
4.	Check the ropes used before structure erection / Equipment Erection has been checked for adequate strength / physical condition (free from break of strands and knots etc.	Yes/No.	Test certificate is required apart from visual inspection.
5.	Check that the lifting tools and tackles are in healthy condition and has been tested periodically.	Yes/No.	Test certificate is required apart from visual inspection.
6.	Check permission has been obtained from Aviation Authority for erection of Lightning Mast which comes in the vicinity of flying zone. (Where necessary)	Yes/No.	
7.	Check that all Nuts and Bolts are fitted in the structure before undertaking the job of other section of the structure and are tightened.	Yes/No.	
8.	Check area has been cordoned off to prevent injuries to unauthorized persons from hitting against structural component or falling in the excavated pits.	Yes/No.	
9.	Check that danger plates are available on all the equipment & structures in the switchyard.	Yes/No.	
10.	Check demarcation of feeder is done for Double	Yes/No.	
11.	Check only erection team members are allowed to stand near the structure / Equipment while erection is in process and should wear the safety helmet / Safety Shoes.	Yes/No.	
12.	Check proper guying arrangement has been made while lifting structure / Equipment, if necessary.	Yes/No.	
13.	Check that proper arrangement is made while lifting the structure members and fixing them at height i.e. Proper size and strength of the hook used for lifting the structure members.	Yes/No.	
14.	Check sufficient numbers of guys are made while lifting the assembled structure / heavy loads and also avoiding use of single sheeve pulleys while lifting the assembled structure / heavy load.	Yes/No.	
15.	Check arrangement has been made for equipment identification.	Yes/No.	
16.	Check that required painting made on tower falling in the vicinity of aviation zones. (Where necessary.)	Yes/No.	
17	Check no live wires nearby. Take shut down if	Yes/No.	
18.	Check the structure has been permanently earthed.	Yes/No.	
19.	Check crane are preferably be used for erection of pipe structure in the substation building works (if required.)	Yes/No.	

20	Check all safety procedures for erection work like use of safety helmets, Safety belts, use of guy wires, lowering / lifting of tools by rope etc. are strictly adhered to during structure erection works is in progress in the switchyard.	Yes /No.	
21	Check that correct size of spanner (Box or ring type) as well as DE spanners is being used.	Yes/No.	

SN	Description of Activity	Feedback	Remarks
22.	Check working area of the structure has been demarcated during erection.	Yes/No.	
23.	Check heavy structures are lifted with crane with proper safety.	Yes/No.	
24.	Only polypropylene ropes are to be used to tie the aluminum tube / Bus bar since this is soft material and will not damage aluminum tube / Bus bar during	Yes/No.	
25.	Ensure that R clips in insulator caps are fixed properly to avoid disconnection of insulator discs.	Yes /No.	
26.	Ensure that all the necessary security pins (split pins) are fixed.	Yes/No.	
27.	Check all nuts of jumper fittings are properly tightened and live metal clearance have been maintained as per GETCO specification.	Yes/No.	
28.	In case of tension fitting dead end joint dimensions before & after the compression are checked and recorded.	Yes/No.	
29.	No damaged component of any hardware fitting should be used on works.	Yes/No.	
30.	Length of jumpers has been measured properly to give it a parabolic shape. No sharp bend should exist.	Yes/No.	
31.	Check surge counter erection facilitates proper reading and that earthing is done with minimum bends.	Yes/No.	
32.	Check Surge monitor has been earthed by connecting it to main earth mat with (G I Flat 75 x 12 mm) and earth pit separately as per drawing.	Yes/No.	
33.	Check the alignment of earth switch with isolator, earth switch of isolator is put into operation and the contacts are cleaned. After completion of pre commissioning checks and formats are dully filled and signed.	Yes/No.	
34.	Ensure that the rubber beedings are kept in good condition.	Yes/No.	
35.	Check CT has been placed on the support structure very carefully and all nuts have been tightened. Earthing is done as per drawing.	Yes/No.	
36.	Ensure the lattice structure of CT has been earthed at two points.	Yes /No.	

37.	Check the marshalling box in the switchyard has proper illumination arrangement.	Yes/No.	
38.	Check the capacitor unit is short circuited & earthed, until erection and commissioning works are being done on CVT. (The capacitor get charged by the electrical fields in the vicinity and they keep these charges for a long time, which can be dangerous to human life. Hence the shorting of capacitor unit is necessary). It should be removed before tests /use.	Yes /No.	
39.	Check Fuses in the marshaling box are OK.	Yes/No.	

SN	Description of Activity	Feedback	Remarks
40.	Check proper earthing of CVT tank has been done.	Yes/No.	
41.	Check all housing accessories, mounting stools including bolts / Nuts for fixing Line Trap and insulators are of nonmagnetic material.	Yes/No.	
42.	Check H.F. point of CVTs on which the coupling device is not mounted has been earthed.	Yes /No.	
43.	Check the remaining CVTs have been earthed thro' coupling device.	Yes /No.	
44.	Cable drums after visual inspection should be stored preferably in the covered area. Cable ends should be clamped.	Yes/No.	
45.	Ensure each cable and conduit run should be tagged with cable identity numbering as per the approved that appear in the cable and conduit schedule.	Yes/No.	
46.	The tag should be of aluminum plate with ID number punched on it and securely attached to the cable conduit by not less than two turns. Cable tags should of rectangular shape for power cables and of circular shape for control cables.	Yes/No.	
47.	Check underground cable markers should project 150 mm above ground and spaced at an interval of 30 Mts. They shall be located on both sides of road and drain crossing and also at every change in direction.	Yes/No.	
48.	Check cable tags should be provided inside the switchgear, motor control centers, control and relay panels etc. wherever required for cable identification, where a number of cables enter together through a gland plate.	Yes/No.	
49.	The cable (power and control) between LT stations, Control room, DG set building and firefighting pump house should be laid in the buried cable trenches. In addition to the above, for lighting purpose also, buried cable trench can be used in outdoor area.(as per Technical specification of specific contract)	Yes/No.	
50.	Cable route and joint markers and RCC warning covers should be provided wherever required. The voltage grade of cables should be engraved on the marker.	Yes/No.	

51.	Tray Identification Number on each run of trays at an interval of 10 Mtrs should be painted.	Yes/No.	
52.	In case the outer sheath of a cable is damaged during handling / installation, the same should be repaired to the satisfaction of the site. In case any other part of a cable is damaged, the same should be replaced by a healthy cable. Power cables should be at the top most layers. The armor of control cable	Yes/No.	
53.	All cable termination should be appropriately tightened to ensure secure and reliable connections. All the exposed parts of cable lugs should be	Yes/No.	
54.	Power and control cables are laid on separate cable trays	Yes/No.	

SN	Description of Activity	Feedback	Remarks
55.	Co-axial cable is laid separately from power cable.	Yes/No.	
56.	All cable trays, racks and metallic ducts have been grounded by connecting each to earth / mat. (As per Scheme)	Yes/No.	
57.	Check sections of cable trays have been bridged by copper jumpers/ GI to retain continuity of earthing. (As per Scheme)	Yes/No.	
58.	Check earthing of panel is done by the erection contractor for connecting it with switchyard earth mat. (As per Scheme)	Yes/No.	
59.	Auxiliary bus wiring for AC and DC supplies, Voltage Transformer circuits, annunciation circuits and other common services is provided near the top of the panels running throughout the entire length of the panels.	Yes/No.	
60.	All internal wiring to be connected to external equipment is terminated on terminal blocks, preferably vertically mounted on the side of each panel.	Yes/No.	
61.	Check whether Mimic Diagram is available preferably made of anodized aluminium or plastic of approved fast colour material and screwed on to the panel that can be easily cleaned.	Yes/No.	
62.	Check the panels all equipment mounted on front and rear sides as well as equipment mounted inside are provided with individual name plates with equipment designated engraved.	Yes/No.	
63.	Check on top of each panel on front as well as rear side, large and bold name plates are provided for circuit / feeder designation.	Yes/No.	
64.	Check all front mounted equipments are provided at the rear with individual name plates engraved with tag numbers corresponding to panel internal wiring to facilitate easy tracing of the wiring.	Yes/No.	
65.	Check the name plates mounted directly by the side of the respective equipments should not be hidden by equipment wiring.	Yes/No.	

66.	Check availability of 240V single phase 50 HZ, AC socket with switch suitable to accept 5 Amps and !5 Amps pin round standard plug, is provided in the interior of each cubicle with ON-OFF switch for connection of hand lamps.	Yes/No.	
67.	Check that panels are provided with a fluorescent lighting fixture rated with 240 Volts single phase, 50 Hz supply for the interior illumination of the panel during maintenance. The fittings are complete with switch fuse unit and switching of the lighting is controlled by the respective panel door switch. Adequate lighting with fuse unit is also provided for the corridor in control panels.	Yes/No.	
68.	Check control panels are provided with necessary arrangements for receiving, distributing, isolating and fusing of DC and AC supplies for various control, signaling, lighting and space heater circuits. The incoming and sub circuits are separately with switch fuse units.	Yes/No.	
69.	Check panels are provided with a space heater rated for 240 V, single phase, 50 Hz, AC supply for the internal heating of the panel to prevent condensation	Yes/No.	
70.	Check all panels are equipped with an earth bus securely fixed	Yes/No.	
71.	Check when several panels are mounted adjoining each other, the earth bus is made continuous with necessary connectors and clamps for this purpose.	Yes/No.	
72.	Check provision is made for extending the earth bus bars to adjoining panels on either side.	Yes/No.	
73.	Check provision is made on each bus bar of the end panels for connecting earthing grid.	Yes/No.	
74.	Check all metallic cases of relays, instruments and panel mounted equipment including gland plates are connected to the earth bus by copper wires of	Yes/No.	
75.	Check the colour code of the earthing wire is green.	Yes /No.	
76.	Check that earthing made with equipment is with Nuts and Bolts i.e. For such connection lugs should be pressed and tightened to the terminals through Nuts and Bolts.	Yes /No.	
77.	Check that no equipment is mounted on the panel	Yes/No.	
78.	Check each switch should bear clear inscription identifying its function.	Yes/No.	
79.	Check those who have sufficient knowledge of steel structural job have been employed in steel structural works only.	Yes/No.	
80.	Check necessary instruction has been communicated by supervisor before start of the day's works to workmen under his control.	Yes/No.	
81.	Storing of equipments is to be made properly to avoid any accident during handling.	Yes /No.	

82.	Check all Nuts and bolts are properly raised or lowered preferably using closed loop pulleys and gully bags / hand bags tied at the end for carrying nuts and bolts.	Yes /No.	
83.	Check that Fire resistant sheets are used before entrance of control cable in control room.	Yes/No.	
84.	Check air compressor tubing properly tightened.	Yes/No.	
85.	Check all carrying connectors / clamps properly tightened.	Yes/No.	

C. CONDUCTOR LAYOUT DURING CONSTRUCTION STAGE

SN	Description of Activity	Feed back	Remark
1.	Check all members are fixed in structure and ensure proper size of Nuts and Bolts are rigidly tightened and punching / tacking / tack welding is done in towers / structures before undertaking conductor laying job.	Yes**/No.**	
2.	Ensure proper scaffolding arrangements made during		

SN	Description of Activity	Feed back	Remark
	conductor (While Power Line crossing etc).	Yes/No.	
3.	Ensure that all members are fitted in structure before undertaking conductor laying work.	Yes/No.	
4.	Ensure that the discharge rod is electrically tested before	Yes/No.	
5.	Ensure whether the structure is properly earthed.	Yes/No.	
6.	Only nylon or polypropylene ropes should be used during conductor laying in vicinity of live overhead lines.	Yes/No.	
7.	Ensure that PTW has been taken from the concerned authority when extension of existing substation is under execution.	Yes/No.	
8.	Ensure that Winch, Pulleys etc. are properly earthed.	Yes /No.	
9.	For LT lines, check whether special persons are posted at each point of isolation till return of permit (PTW) if positioning of person is not possible then it is to be seen that all the point of isolation has been kept in the locked position till the work is in progress.	Yes/No.	
10.	Whether the network of LT lines has been thoroughly checked and precautions taken against inadvertent charging.	Yes/No.	
11.	Check that proper arrangement is made / available for grounding LT lines coming across during conductor laying. (This can be done by way of portable earthing and short circuiting devices which can be engaged to and disengaged from LT lines, keeping away from the LT lines until all operations on the same are completed and all man and materials are removed from the LT lines).	Yes/No.	
12.	Check the provision and proper positioning for the guying and back staying (Where necessary).	Yes/No.	
13.	Check working of hydraulic crimping machine.	Yes/No.	
14.	Check before and after crimping, dimensional changes in clamps and are in accordance with the drawings and specifications.	Yes/No.	

D SWITCHYARD EARTHING DURING CONSTRUCTION STAGE:

SN	Description of Activity	Feed back	Remark
1.	Check that while earthing conductor crossing the road is laid 300 mm below the road or at greater depth depending upon the site conditions.	Yes/No.	
2.	Check that while laying the Earthing conductor in outside area is buried at least 600 mm below the furnished ground level	Yes /No.	
3.	Check that the earthing pads have been provided for the apparatus / equipments at accessible position.	Yes/No.	
4.	Check all steel columns, metallic stairs are connected to nearby earthing grid conductor by two earthing leads.	Yes/No.	
5.	Check of earthing of lightening fixtures, receptacles switches, junction boxes lighting conduits has been done by a separate earthing conductor.	Yes /No.	
6	Check that the railway tracks within switchyard area has been earthed at a spacing of 30 Mts. / specified distance and also at both ends.	Yes/No.	

SN	Description of Activity	Feed	Remark
7.	Check cable trays has been connected to earthing flat of 50X6 mm / specified sized earthing flat at intervals specified in approved drawing.	Yes/No.	
8.	Check that this earthed flat is earthed at about 30 Mts. distance.	Yes/No.	
9.	All accessories in transformer and reactor like radiators tank, cooling banks etc are connected to the earthing grid at minimum two points.	Yes /No.	
10.	Check metallic conduits are not used as earth continuity conductor.	Yes/No.	
11.	Check flexible earthing connectors should be provided for the moving parts.	Yes/No.	
12.	Check sheath and armor of single core power cable is earthed at switchgear end and equipment side.	Yes/No.	
13.	Check contact surface of earthing pads for jointing free from scale, paint, enamel, grease, rust or dust.	Yes/No.	
14.	Check that light poles, junction boxes on the poles, cable and cable boxes / glands, lockout switches etc. are connected to the earthing conductor running along with the supply cable which intern is connected to the earthing grid conductor at a minimum two points.	Yes/No.	
15.	Check earthing conductor which is generally buried 2000 mm outside the switchyard fence. All the gates and every alternate post of the fence are to be connected to earthing grid.	Yes/No.	
16.	Check megger used for measuring soil resistivity is calibrated with desired accuracy.	Yes/No.	
17.	The earth resistivity has been measured in dry weather condition.	Yes/No.	
18.	Check the earthing of Transformers and Shunt reactor, earth pits are constructed as per relevant standard / approved drawing.	Yes/No.	
19.	Check that the measured value of combined earth resistance should be less than 1 Ohm.	Yes/No.	
20.	Check that for earth electrode and individual earth pits, this value should not be more than one Ohm.	Yes/No.	
21.	Check all non-current carrying metal parts shall be effectively earthed by two separate and distinct earth connections (Indian Electricity Rule 61,67)	Yes/No.	
22.	Check that all pylon supports in the Fire Fighting HVSW system has been earthed to the earthmat.	Yes/No.	

E: GENERAL POINTS COMMON FOR ALL ACTIVITIES DURING EXCAVATION, CASTING OF FOUNDATION.

Erection of structures, laying of Conductor, storage and transportation of material:

SN	Description of Activity	Feed	Remark
1.	Check Supervisors / Workmen have been provided with required healthy PPEs. Like (Safety helmet / Safety Belts / Safety Shoes / Gum Boot etc. as applicable)	Yes/No.	
2.	Check availability of First Aid Box with required medicines at site.	Yes/No.	
3.	Check Site Instruction register is available at site.	Yes/No.	
4.	Ensure Supervisor / Gang Leader always issues instruction to the Workmen including contractor labour before start of work.	Yes/No.	
5.	Ensure supervisory staff from GETCO is available at site during construction.	Yes/No.	
6.	Check all driver and plant operators are holding valid driving license.	Yes/No.	
7.	Check the vehicle for rescue is available at site.	Yes /No.	
8.	Ensure engaged labour are aware of the job.	Yes/No	
9.	Ensure supervisor / workmen engaged in the field are aware of First Aid Techniques (Such as in case of Electric Shock, Fall from the height, Snake bite and the person rescued from buried under the debris, rescue of person from drowning etc.	Yes/No.	
10.	Check for availability and to keep a record of nearby Hospital / Doctor in case of emergencies arises.	Yes/No.	
11.	While transporting heavy consignment of conductor / EW drums from central store to site by the use of Cranes, Truck, Tractor. The safety aspect for construction and failure of brake system of moving machinery is to be checked.	Yes/No.	
12.	At least one dry powder type of portable fire extinguisher shall be provided especially where explosive or blasting agents are used for excavation. (If applicable)	Yes/No.	
13.	Check the competence (Qualification / experience) of supervisor / gang leader of contractor.	Yes/No.	
14.	Wire mesh rolls shall be secured in order to prevent dangerous recoiling action.	Yes/No.	
15.	Proper unloading arrangement has been made at site (Preferably with crane) to unload the material.	Yes/No.	
16.	After unloading the material visual inspection of the materials has been carried out along with the erection contractor to check that the material has not been damaged or not (Galvanizing is proper or not) As per approved Field Quality Plan etc.	Yes/No.	
17.	While transporting the heavy laden equipment like transformer / Reactor by road from Rly Stn to Substation check whether for all safety precaution taken. Like safe lifting capacity of crane, safe load on culvert / Bridge / Nala / Drain etc.and working plan is available at site with specific reference to safety e.g. local earthing, skilled & experience manpower, proper T&P, strength and LT wires / HT wires interrupting the height of equipment and the required	Yes/No.	
	clearance maintained etc. Permission to be obtained from concerned authority if required. "Impact recorder on the equipment like Reactor / Transformer must be installed during transportation"		

18.	Check that the adequate and safe means of access and aggress has been provided for all work places as far as reasonably practicable and is being used by the workers.	Yes /No.	
19.	Check proper illumination is provided at the work places and their approaches including passage ways.	Yes/No.	
20.	Check that the lamps have been protected by suitable guards where necessary to prevent danger, in case the lamp breaks.	Yes/No.	
21.	Check loose materials which are not required for use shall not be placed or left so as dangerously to obstruct work places or passage ways.	Yes /No.	
22.	Check all projected nails has been removed or bent over to prevent injury.	Yes/No.	
23.	Check scrap, waste and rubbish has not been allowed to accommodate on the site or the scrap materials has been stored at the isolated place.	Yes/No.	
24.	Check that the worker while working at height scaffold materials, waste materials and tools are not being thrown by them to cause injury to any person.	Yes/No.	
25.	Check whether contractor has procured required quantity of PPE considering maximum number of erection gangs deployed at one time. Check the quantity of PPEs.	Yes /No.	
26.	Check that the PPEs required by the workmen are being utilized by them always.	Yes /No.	
27.	Check the worker is under constant surveillance by the other person while working at height.	Yes/No.	
28.	Check construction site has been barricaded for unauthorized persons / animals.	Yes/No.	
29.	Check that lifting appliances and machines and vehicles used on the construction site is of sound material and good quality and is free from patent defects and is strong enough to with safely the load and stresses to which they will be subjected.	Yes/No.	
30.	Check structures and equipment is being used only for the purpose for which they were intended.	Yes/No.	
31.	Check equipment has been operated by the competent person.	Yes/No.	
32.	Check portable ladders shall not exceed 9 Mts. in length, otherwise may cause danger while climbing of person and back legs shall be equally braced.	Yes/No.	-
33.	Check unskilled labour are not utilized for skilled jobs and only experience persons are deployed for erection.	Yes/No.	
34.	Check a well-planned and documented procedure for the entire Construction works of Substation shall be prepared by contractor and get approved from GETCO for distribution to Contractors' field staff and GETCO for follow up.	Yes/No.	
35.	Check no metallic measuring tapes are being used during		
	of charged bays.	Yes/No.	
36.	Check metal ladders are not being used in the vicinity of exposed live electrical equipment.	Yes/No.	
37.	Check one bore well is available for water supply in case Municipal Construction supply is not available	Yes/No.	
38.	Check charged area of a yard should be properly fenced off.	Yes/No.	
39.	Check ladders / lengthy articles / lengthy equipments etc. should always be carried in horizontal position.	Yes/No.	

40.	Check insurance by contractor for the labour to provide adequate coverage for any accident etc.	Yes/No.	

REMARKS IF ANY:

Signature Name : Designation: GETCO Rep.	Signature Name : Designation: Rep. from Contractor	Signature Name: Designation: Rep. from

Submit with QR BId

CONFIRMATION OF DETAILS OF BIDDER

Bidders are required to furnish following information specifying YES / NO

1) Whether the Bid is on Item rate basis as called for. Yes / No

2) Whether rebate furnished is on percentage basis as called for. Yes / No

3) Whether the Bid is submitted by RPAD./Hand delivery/Speed post Yes / No

4) Whether all pages of Bid Specifications are sealed and signed by the Bidder. Yes / No

5) a) Whether the Bidder is registered with GETCO Yes / No

   b) In case of "Yes", please furnish following details:

      i) Registration Letter No. & date.

      ii) Class of Registration

      Iii) Validity

   c) Whether Bidder is having PF Code No. Yes / No

6) a) Whether EMD paid. (DD / BG) Yes / No

   b) In case "Yes", furnish details Yes / No

7) Whether following documents as specified are submitted.

   a) Human Resources detail. Yes / No

   b) Availability of tools, equipments etc. Yes / No

   c) Details of orders executed / on hand Yes / No

   d) Financial capability. Yes / No

   e) Experience as specified. Yes / No

   f) Latest Income-tax certificate Yes / No

   g) Company's Articles Of Association Yes / No

   h) Details Of Partners / Directors Yes / No

   i) B.R./P.A. Authorizing Person Yes / No

   j) Power of Attorney of Consortium Members Yes / No.

Signature of Authorized Representative of Company/Agency

NAME:_____

STATUS:_____

Name of tendering Company

Submit with QR Bid

COMPLETION PERIOD

Sr. No.	Description of work-Name of S/S / LINE	Period in working months from date of commencement given.	
		Commencement	Completion
1			
2			
3			
4			
5			
6			

(Signature)

Designation _____

Submit with QR Bid

FINANCIAL CAPABILITY

Name of the Bidder: _____

_____

_____

Sr. No.	Details	Amount Rs. In lacs	Remarks

1. Solvency and Income Tax clearance.
2. A Scheduled Banker's Certificate of present Solvency be attached and last Income Tax certificate
3. Annual turnover for last five years.
4. Price of the biggest job carried out.

Signature of Authorized Representative

Company / Agency

NAME : _____

STATUS : _____

Name of tendering Company

Submit with QR Bid

LATEST INCOME-TAX CLEARANCE

CERTIFICATE

(TO BE SUBMITTED SEPARATELY WITH THE OFFER)

DETAILS OF PARTNERS / DIRECTORS WITH THEIR ADDRESS

Name of the Bidder: _____

Sr. No.	Designation	Name (address)	Residence	Working Place

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company

_____

Submit with QR Bid

MEMORANDUM / ARTICLES OF ASSOCIATIOS OR CONSTITUTION OF FIRM WITH THE NAMES OF PARTNERS / DIRECTORS.

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED.)

Submit with QR Bid

ATTESTED COPY OF RESOLUTION
OF PARTNERS / BOARD /
AUTHORITY ACCEPTABLE BY LAW
OF THE FIRM AUTHORISING A
PARTICULER PERSON TO SIGN
TENDER AND RELATED DOCUMENTS
ON BEHALF OF THE COMPANY.

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED.)

Submit with QR Bid

DETAILS OF HUMAN RESOURCES

Details of the human resources available with the bidder for the successful performance of the contract.

Name of the Bidder: _____

_____

_____

Sr. No.	Designation	Name	Qualification	Professional experience & details of works carried out.	Remarks
1	Works Manager				
2	Marketing Manager				
3	Design Manager				
4	Number of Skilled Employees				
5	Number of unskilled Employees				
6	Quality Control Manager				

.

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company

Schedule-16

I / WE, confirm that following documents are attached with the Technical bid of the offer.

Sr. No.	Details	Confirmation (Tick √ any one)
1	Firm's details as per "Annexure –1"	YES / NO
2	Certificate of Important Instruction and certificate-A	YES / NO
3	GETCO's technical specification duly signed and with seal of firm.	YES / NO
4	Guaranteed Technical particulars submitted in GETCO's Performa only.	YES / NO
5	Annexure - 'X'	YES / NO

Seal of the Firm **Signature of the Tenderer**

Date:

NOTE: ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.

ANNEXURE - 1
DETAILS OF THE FIRM

NAME OF THE FIRM:		
A		
1	Address of Registered Office	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos. (Office and Residential)	
6	Fax No.	
7	Telegraphic code & Mail Id	
B		
1	Address of works	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos. (Office and Residential)	
6	Fax No.	
7	Telegraphic code & Mail Id	

ANNEXURE - 2

DETAILS OF THE EXPERIENCE FOR TURNKEY CONTRACT IN LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

Sr. No	Name of S/S	Order reference no. & Date	Order value	Length of line	Date of completion	Order fully executed Yes/No	Status if order under execution
A	**Gujarat Energy Transmission Corporation Ltd., GETCO:**						
1)							
2)							
3)							
4)							
5)							
B	**OTHER STATE ELECTRICITY BOARDS:**						
1)							
2)							
3)							
4)							
5)							
C	**PRIVATE FIRMS:**						
1)							
2)							
3)							
4)							
5)							

In case of Subletting work experience, please fill up form as below:

Sr. No.	Main vendor name and address & GETCO order place to main vendor (GETCO's Outward number & date)	Approval of GETCO for subletting of work/ vendor approval for deposit work (GETCO's Outward number & date)	Subletting work issued to sub vendor by main vendor order (Outward number & date)	Quantity of cable laying in Km. (quantity must be justified with GETCO's original order to main vendor)	Work completion certificate & performance certificate issued by GETCO in the name of sub-vendor with quantity and actual date of commissioning/ completion. (GETCO's Outward number & date).
1					

ANNEXURE – 3

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

SR NO	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items
1	2	3	4

ANNEXURE-C: JOINT DEED OF UNDERTAKING

(To be submitted to GETCO by JV/Consortium Partners)

[To be executed on non-judicial stamp paper of appropriate value as per applicable Stamp Act, duly signed on each page by authorized representatives of each JV Partner]

To:

Gujarat Energy Transmission Corporation Limited (GETCO)
[Address]

THIS JOINT DEED OF UNDERTAKINGexecuted on this _day of ___, *20* by:

M/s. [Lead Partner Name], an Individual / firm / LLP / Company incorporated under the _(Name of the Act, _____) (as applicable)and having its registered office at [Address] (hereinafter called "Party No. 1" or "Lead Partner", which expression shall include its successors, executors and permitted assigns);

AND

M/s. [JV Partner Name], an Individual / firm / LLP / Company incorporated under the _(Name of the Act, _____) (as applicable) and having its registered office at [Address] (hereinafter called "Party No. 2", which expression shall include its successors, executors and permitted assigns);

(Party No. 1 and Party No. 2 collectively referred to as "JV Partners" and individually as "Partner")

for the purpose of making a bid and entering into a contract (hereinafter called the "Contract") against the Notice Inviting Tender (NIT) No. _____for _EPC Package of Gujarat Energy Transmission Corporation Limited (GETCO), having its registered office at [Address] (hereinafter called the "Employer/ Owner").

WHEREAS:

A. The JV Partners have entered into a Joint Venture Agreement dated _____for the purpose of bidding jointly for the aforesaid Work;

B. The Employer invited bids for the design, supply, erection, testing and commissioning of 220kV Underground XLPE Cable systems as stipulated in the bidding documents;

C. The JV Partners desire to submit this Joint Deed of Undertaking to confirm their joint and several commitments to the Employer.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and the Employer's agreement to consider the bid submitted by the JV/Consortium, all JV Partners hereby jointly and severally declare, undertake, warrant and confirm as follows:

1. Joint and Several Liability

We, the JV Partners, undertake and confirm that we shall bejointly and severally liable for:

- The submission of the bid and all commitments made therein;
- The complete performance and execution of the Contract in accordance with its terms, specifications, and schedules;
- All obligations, liabilities, and responsibilities under the Contract;
- Any breach, default, delay, or non-performance by any JV Partner.

2. Scope of Responsibilities

The responsibilities and obligations of each JV Partner are delineated in**Appendix-I** attached to this Undertaking. However, it is expressly understood and undertaken that:

- The above allocation of responsibilities shall not in any manner limit the joint and several liability of all JV Partners under the Contract;
- Each Partner remains fully liable for the complete Contract performance, irrespective of internal work allocation;
- The Employer may enforce the Contract against any or all Partners individually or collectively.

3. Lead Partner Authorization

We confirm and undertake that:

- M/s. [Lead Partner Name] is authorized to act as Lead Partner for and on behalf of all JV Partners;
- All communications, negotiations, and Contract execution shall be undertaken by the Lead Partner;
- All acts, commitments, and representations made by the Lead Partner shall be binding on all JV Partners.

4. Qualification Compliance

We warrant that:

- The JV/Consortium meets all technical and financial qualification requirements specified in the tender documents;
- Each Partner shall execute only that portion of work for which it possesses the prescribed qualifications as accepted by GETCO except the variations as may be permitted by GETCO;
- The allocation of work is in accordance with the Qualification Requirements and JV Agreement.

5. Financial Securities

We undertake and confirm

that: Bank Guarantee

Structure:

In accordance with the tender requirements, Bank Guarantees shall be provided as follows:

- The Lead Partner shall provide a Bank Guarantee equivalent to 10% of the overall tender cost as Security Deposit;
- Each JV Partner (including the Lead Partner) shall provide an additional Bank Guarantee equivalent to 5% of the overall tender cost;
- All such Bank Guarantees shall have identical terms, conditions, and validity as specified in the tender documents.

Joint and Several Liability for All Securities:

Notwithstanding the individual submission of Bank Guarantees as specified above, we, the JV Partners, hereby expressly undertake and confirm that:

- All JV Partners shall be jointly and severally liable for the maintenance, validity, extension, and any claims or encashment of all Bank Guarantees submitted by any Partner;
- Each Partner's liability extends to the entire aggregate amount of all financial securities provided by the JV/Consortium, regardless of which Partner submitted any specific security;
- GETCO shall be entitled to encash any or all Bank Guarantees at its discretion for any breach, default, or non-performance by the JV/Consortium;
- The encashment of any individual Partner's security shall not limit GETCO's right to claim against other Partners or other securities.

Other Financial Instruments:

All Performance Securities and other financial instruments required under the Contract (other than the initial Bank Guarantees specified above) shall be provided in the name of the JV/Consortium, with all Partners remaining jointly and severally liable for such securities.

Collective Undertaking:

We acknowledge and undertake that:

- The requirement for individual Bank Guarantees is purely an administrative arrangement as
- mandated by the tender; Such individual submission does not create any limitation on our joint and several liability;
- Each Partner remains fully liable for all financial obligations of the entire JV/Consortium;
- Failure by any Partner to maintain its financial securities shall constitute a breach by the entire JV/Consortium, for which all Partners shall be liable.

GETCO's Rights:

We confirm that GETCO may enforce any or all financial securities against any or all JV Partners individually or collectively, and such enforcement shall not prejudice GETCO's rights to claim additional damages or pursue other remedies under the Contract

6. Irrevocable Commitment

We confirm that:

- This Undertaking is irrevocable and shall remain valid throughout the Contract period;
- No Partner may withdraw or modify this Undertaking without GETCO's prior written consent;
- This Undertaking shall survive Contract award and shall be enforceable during Contract execution.

7. Default and Remedies

We acknowledge and agree that:

- Failure or default by any Partner shall constitute failure/default by the entire
- JV/Consortium; GETCO may invoke all Contract remedies against the
- JV/Consortium as a single entity; GETCO may debar any or all Partners from future participation as per its policies.

8. Governing Law and Jurisdiction

This Undertaking shall be:

- Construed and interpreted in accordance with the
- laws of India; Subject to the exclusive jurisdiction of
- courts at [Location]; Governed by the provisions of the Contract upon award.

9. No Additional Liability

This Undertaking is provided solely for confirming joint and several liabilities of the JV Partners and shall not create any additional obligations beyond those specified in the Contract and tender documents.

IN WITNESS WHEREOF the JV Partners have executed this Joint Deed of Undertaking as of the date first written above.

For and on behalf of M/s. [Lead Partner Name]:

Common Seal affixed pursuant to Board Resolution dated _

Name: _____
Designation: _____
Signature: _____

WITNESSES:

1. Name: _____Signature: _____
2. Name: _____Signature: _____

For and on behalf of M/s. [JV Partner Name]:

Common Seal affixed pursuant to Board Resolution dated _

Name: _____
Designation: _____
Signature: _____

WITNESSES:

1. Name: _____Signature: _____
2. Name: _____Signature: _____

ATTACHMENTS:

- Appendix-I: Detailed roles and responsibilities of each JV Partner
- Board Resolutions of both Partners
- Power of Attorney to Lead Partner
- Copies of Joint Venture Agreement

Annexure-B JOINT VENTURE AGREEMENT

(On 300 Rs. Stamp paper duly notarized)

(To be executed on non-judicial stamp paper of appropriate value as per law and signed on each page by the authorised representatives of each JV Partner)

This Joint Venture Agreement (hereinafter referred to as "Agreement") is made at [City], India, on this

day of

_____, *2025*

BY AND BETWEEN

M/s. [Name of First JV Partner], a company incorporated under the Companies Act, 1956/2013 (as applicable) and having its registered office at [Address] (hereinafter referred to as "Party 1", or "Lead Partner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and legal representatives);

AND

M/s. [Name of Second JV Partner], a company incorporated under the Companies Act, 1956/2013 (as applicable) and having its registered office at [Address] (hereinafter referred to as "Party 2", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and legal representatives);

(Party 1 and Party 2 collectively referred to as the "JV Partners" and individually as "Partner")

WHEREAS

i) GETCO ("Employer") has invited tenders vide Notice No. ___for _____("Works");

ii) The JV Partners, having mutually agreed, desire to bid jointly as a Single JV/Consortium for execution of the Works;

iii) The JV/Consortium is formed for the sole purpose of executing the said Works and performing as a single entity collaborating in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***JV/Consortium Constitution***

1.1 The JV Partners hereby constitute a Joint Venture/Consortium under the name and style of "
___ Joint Venture" (hereinafter referred to as the "JV/Consortium") for the purpose of bidding for, executing and fulfilling all obligations under the Contract with GETCO for the Works as defined above.

2. ***Lead Partner***

2.1 M/s. [Lead Partner Name] shall be the Lead Partner authorised to represent and bind the JV/Consortium, to negotiate, execute, receive payments, submit invoices and undertake all communication on behalf of JV/Consortium with GETCO.

2.2 The Lead Partner shall be authorised to act for and on behalf of all the JV Partners in all matters relating to the Contract and to execute all necessary documents/undertakings.

3. *Participation and Scope of Work Allocation*

3.1 Work Allocation Based on Qualification:
The Work under the Contract shall be apportioned between the JV Partners based on their respective qualifications as accepted by GETCO during the qualification process:

- Lead Partner [Name]: ___% [Supply/Supply + Erection as applicable based on qualification]
- Partner [Name]: ____% [Erection/Supply as applicable based on qualification]

3.2 Qualification-Based Execution Principle:
Each portion of the Work shall be executed by the JV Partner who possesses the relevant technical experience and qualifications as recognized and accepted by GETCO for that specific scope. No Partner shall execute work for which it does not have the prescribed qualifying credentials under the applicable Qualification Requirements (QR).

3.3 Coordination and Management:
Notwithstanding the allocation of execution responsibilities as per Clause 3.2 above, the overall project coordination, interface management, progress monitoring, and liaison with GETCO shall be undertaken by the Lead Partner. The Lead Partner shall be responsible for:

- Overall project management and coordination between Partners
- Interface with GETCO for all Contract-related matters
- Ensuring timely completion of work by all Partners
- Quality assurance and compliance monitoring across all work packages
- Consolidated reporting and documentation

3.4 Limitation on Non-Qualified Partner Participation:
Where a JV Partner does not possess the prescribed qualifying experience for a particular scope (such as erection), such Partner may participate in a supporting or ancillary capacity for up to 25% of that specific work scope only, provided:

- The qualified Partner retains full responsibility and control over the execution
- All technical decisions remain with the qualified Partner
- GETCO's prior written consent is obtained for such arrangement
- The qualified Partner certifies the work performed by the non-qualified Partner

3.5 GETCO's Rights:
GETCO reserves the right to direct that any specific work scope be executed exclusively by the Partner qualified for such scope, and such direction shall be binding on the JV/Consortium

4. *Payment Terms*

4.1 Unless expressly agreed otherwise, all payments pursuant to the Contract shall be made by GETCO to the Lead Partner, who will be responsible for disbursement to the other JV Partner(s) as per mutual apportionment.

4.2 However, the Lead Partner may, by written notice to GETCO, authorize GETCO to release payment in respect of specific work performed by the other JV Partner directly to such Partner, upon submission of appropriate documentary evidence and certification of work by the Engineer in charge.

5. *Joint and Several Liability*

5.1 The JV Partners expressly agree and undertake that their obligations under this Agreement and the Contract with GETCO shall be joint and several. Each Partner shall be liable for the entire performance and fulfillment of all contractual obligations, irrespective of apportionment of work, and GETCO shall be entitled to enforce the Contract against any or all JV Partners individually or collectively.

5.2 The JV Partners further agree that any act or omission of one Partner shall be deemed to be the act or omission of all Partners jointly and severally for the purposes of the Contract.

6. *Authorisation and Binding Nature*

6.1 Each Partner irrevocably authorizes the Lead Partner to act on its behalf and agrees to be bound by all acts, omissions, and documents executed by the Lead Partner in connection with the Tender and the Contract.

7. *Joint and Several Liability, Performance and Employer's Rights*

7.1 Joint and Several Performance Obligation:

The JV Partners acknowledge and agree that their performance obligations under the Contract are joint and several. Each Partner shall be fully liable for the complete performance of the entire Contract, irrespective of the internal apportionment of work between the Partners. The failure, default, or non-performance by any Partner shall constitute failure, default, or non-performance by the entire JV/Consortium.

7.2 Bank Guarantees and Securities:

7.2.1 Bank Guarantee Structure:

In accordance with the tender requirements, the JV/Consortium shall provide Bank Guarantees as follows:

- Lead Partner: 10% of the Contract Price as Performance Bank Guarantee
- Each JV Partner: 5% of the Contract Price as Performance Bank Guarantee
- All such Bank Guarantees shall have identical terms, conditions, and validity as specified in the tender documents

7.2.2 Joint and Several Liability:

Notwithstanding the individual submission of Bank Guarantees by each Partner as specified above, the JV Partners hereby expressly agree and undertake that:

- All JV Partners shall be jointly and severally liable for the maintenance, validity, extension, and any claims or encashment of all Bank Guarantees submitted by any Partner;
- Each Partner's liability extends to the entire aggregate amount of all Bank Guarantees provided by the JV/Consortium, regardless of which Partner submitted any specific guarantee;
- GETCO shall be entitled to encash any or all Bank Guarantees at its discretion for any breach, default, or non-performance by the JV/Consortium as a whole;
- The encashment of any individual Partner's Bank Guarantee shall not limit GETCO's right to claim against other Partners or other guarantees.

7.2.3 Performance Securities:

All other Performance Securities and financial instruments required under the Contract (other than the initial Bank Guarantees specified above) shall be provided in the name of the JV/Consortium, with all Partners remaining jointly and severally liable for such securities.

7.2.4 Collective Responsibility:

The JV Partners acknowledge that:

- The submission of separate Bank Guarantees is purely an administrative arrangement as required by the tender terms;
- It does not create any limitation on the joint and several liability of all Partners;
- Each Partner remains fully liable for the performance of the entire Contract and all associated financial obligations;
- Failure by any Partner to maintain its Bank Guarantee shall constitute a breach by the entire JV/Consortium.

7.2.5 Internal Recourse:

While maintaining joint and several liability to GETCO, the Partners may agree among themselves for internal cost-sharing and recourse arrangements, provided such internal arrangements do not affect GETCO's rights against any or all Partners.

7.3 Default and Remedial Action:

During execution of the Contract, if any JV Partner is found to be not performing according to its committed scope of work under the JV Agreement and Contract, GETCO shall have the right to:

- Issue notices of default to the entire JV/Consortium;
- Invoke remedial measures against the JV/Consortium as a whole;
- Encash Bank Guarantees/Performance Securities provided by the JV/Consortium;
- Terminate the Contract and hold all JV Partners jointly and severally liable for damages.

7.4 *Internal Remedies and Recourse:*

While GETCO's rights shall be exercised against the JV/Consortium as a single entity, the non-defaulting Partner(s) may, subject to GETCO's prior written consent, take appropriate remedial action against the defaulting Partner, including but not limited to:

- Engaging qualified subcontractor(s) to perform the defaulting Partner's scope of work, provided such subcontractor(s) meet the technical qualifications and are approved by GETCO;
- Taking over the defaulting Partner's scope of work directly (if the non-defaulting Partner has the requisite qualifications or permitted in writing by GETCO);
- Such other measures as may be necessary to ensure Contract performance without altering the fundamental constitution of the JV/Consortium.

Provided that:

- The defaulting Partner shall remain a Partner of the JV/Consortium and shall continue to bear joint and several liability for the entire Contract;
- Any subcontracting arrangement shall be at the cost and risk of the JV/Consortium;
- The original JV Partners' obligations and liabilities under the Contract shall remain unchanged;
- No modification to the JV/Consortium constitution shall be permitted.

7.5 Debarment and Future Participation:
In case of Contract termination due to default by any Partner, GETCO reserves the right to debar:

- The entire JV/Consortium; and/or
- Any individual Partner(s) responsible for the default
- from participating in future tenders for such period as GETCO may determine in accordance with its policies.

7.6 GETCO's Discretion and Finality:
All decisions of GETCO regarding performance evaluation, default determination, and remedial actions shall be final and binding on all JV Partners. The JV Partners waive any right to dispute GETCO's assessment of performance or default by any individual Partner.

7.7 No Limitation of Liability:
Nothing in this Agreement shall limit or restrict GETCO's rights under the Contract or applicable law to hold all JV Partners jointly and severally liable for any breach, default, delay, or non-performance of the Contract.

8. *Duration and Irrevocability*

8.1 This Agreement shall remain valid and binding for the entire term of the Contract and shall not be cancelled or amended unilaterally without prior written consent of GETCO.

9. *Dispute Resolution*

9.1 This Agreement shall be construed and governed according to the laws of India. All disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts at Vadodara.

10. *Miscellaneous*

10.1 Any amendment, variation or modification to this Agreement must be made in writing and signed by all JV Partners and approved by GETCO.

10.2 The JV Partners shall promptly execute any further deeds, documents and assurances as may be required for giving effect to this Agreement.

11. *Power of Attorney*

Each of the JV Partners has executed a Power of Attorney, authorizing the Lead Partner to act for and on behalf of the JV/Consortium for all purposes under this Agreement.

12. ARBITRATION:

In the event of any dispute arising between the parties and GETCO in respect of execution of this WORK, such disputes shall be resolved by arbitration to be held in GUJARAT in accordance with the Indian Arbitration Act. These agreement will be governed by and construed in accordance with Indian Law.

IN WITNESS WHEREOF the JV Partners have executed this Agreement as of the date first written above. For and on behalf of

M/s. [Lead Partner Name]

Name:

Designation:

Signature:

Company Seal:

For and on behalf of M/s. [JV Partner Name]
Name:

Designation:

Signature:

Company Seal:

Witnesses:

1. Name:
   Address:

   Signature:
2. Name:
   Address:

   Signature:

Annexures:

- Apportionment Table
- Board Resolutions, Power of Attorney
- Proposed breakdown of responsibilities
- Any other relevant supporting documents

PROFORMA OF POWER OF ATTORNEY BY THE JOINT VENTURE/ CONSORTIUM MEMBERS

(Non-Judicial Stamp of Rs.300/- duly notarized)

KNOW ALL MEN BY THESE PRESENTS THAT WE PARTIES whose details are given hereunder:

1. M/s. (A company incorporated in the companies Act 1956// A partnership Firm registered under the Indian partnership Act 1932/ Proprietary ship concern solely owned, controlled and managed by etc.) having its registered office at (Complete address)
2. ---do---
3. ---do---

have entered into a Joint venture agreement for the purpose of securing the work of GETCO vide tender notice No._____ and having our registered office/Head Office/ at (hereinafter called the Consortium/ Joint venture which expression shall unless repugnant to the context or meaning thereof, include is successors, administrators and assigns).

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint M/s. ---------- a Company _____ (name of leader) of and having its registered/Head Office at, as our duly constituted lawful Attorney (hereinafter call “Attorney” or “Authorized Representative” or Partner In charge or Leader of Consortium/ Joint venture) to exercise all or any of the powers for and on behalf of the Consortium/ Joint venture Company Members in regards to Specification No: _____ the bids for which have been invited by Gujarat Energy Transmission Co., Ltd., (herein after referred to as GETCO or the “Corporation”.)

i) To submit proposal and participate in the aforesaid bid specification of the Corporation on behalf the “Consortium/ Joint venture Members”.

ii) To negotiate with the Purchaser, the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the Contract with the Corporation for and on behalf of the “Consortium / Joint venture Members”.

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".

v) In the event of an order placed on M/s. ----------

The work shall be executed by all the members as per Bidding Documents and as per the schedule hereunder:

Schedule of Completion

Sr. No.	Completion Schedule	Name of Line KV Substation	Name of Bidder/Member of consortium/ Joint venture
1			

The work to be executed by the Consortium/Joint venture members against order placed shall be executed jointly & severally by the individual members/JV to the GETCO and in the event of making payments , against individual invoices/bills submitted by Lead Partner, GETCO will issue cheques in the name of lead partner. GETCO will issue necessary certificate/documents in the name of Lead party only, as per rules and regulations.

vi) The Corporation may place only one order on the Leader of Consortium/ Joint venture incorporating the names of all the Consortium/ Joint venture Members and schedule of completion against each member, We, the members / parties confirm that commitments made and liabilities incurred by our Leader shall be binding on all the parties of the JV duly formed (Consortium/ Joint venture Members) and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

vii) In the event of award of contract, we the Consortium/ Joint venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.

viii) The leader of Consortium/ Joint venture is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium/ Joint venture members and entire execution of the contract.

ix) In the event of any default in executing contract, that is in execution of work in accordance with specifications and within the schedule time by any Member/Members of Consortium/ Joint venture, the remaining other member / members shall accept the liability and execute the contract in full as provided in clause –vii of this agreement.

x) We all the members of the consortium / Joint venture agree and undertake that in the event of any change in the constitution of any Consortium/ Joint venture Member the rights and obligations of the Consortium / Joint venture shall continue to be in full force without any effect thereof.

xi) We, all the members of consortium / Joint venture undertake that we shall not cancel or amend this agreement unilaterally and without the consent of GETCO and such consent will be obtained in writing. We also undertake that this agreement will be duly registered in any registrar's office located in ----------

It is already understood that the lead party /Leader shall ensure performance of the contract(s) and if one or more above said party (Member) fail to perform their respective portion of the Contract (s) the same shall be deemed to be a default by all the above said parties /JV.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty period in terms of the Contract.
All the parties/members of above said Joint venture do hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representative/Leader quotes in the bid, negotiates and signs the Contract/other necessary documents, with GETCO and /or proposes to act on behalf of the Consortium / Joint venture by virtue of this power of Attorney/Agreement and the same shall bind the said Joint venture and its authorized representatives, as if done by itself.

IN WITNESS THEREOF the Members constituting the Consortium/ Joint venture as aforesaid have executed these presents on this day of under the Common Seal (s) of their companies.

For and on behalf of the Members of Consortium/ Joint venture.

_____

Attorney holder / Leader party

(Signed, seal by the company)

1) Signature, Name, Designation & Seal of each Company/Parties

2)---------- Do ----------

3)---------- Do ----------

Signed and seal in the presence of witness.

1. Signature …….
   Name ……
   Designation ……..
   Occupation …….

2. Signature …….
   Name ……
   Designation ……
   Occupation ……

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, BARODA

Date:

Tender no: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Sub: Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

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

OUR ENEAVOUR

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

GETCO COMMITMENT	PARTY'S COMMITMENT
To maintain the highest ethical standards In business and professional	Not to bring pressure / recommendations outside GETCO to influence its decision.
Ensure maximum transparency to the Satisfaction of stakeholders.	Not to use intimidation, threat, inducement or Pressure of any kind on GETCO or any of its employees under any circumstances.
To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.	To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
To ensure regular and timely release of payment on due dates for work done.	To provide goods and / or services timely as per agreed quality and specifications at minimum cost of GETCO.
To ensure that no improper demand is made by employees or by anyone on our behalf.	To abide by the general discipline to be maintained in 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 :

(FORMAT)

(To be executed on recent stamp paper of Rs. 300/-)

BANK GUARANTEE (EXTENSION OF VALIDITY)

(Name and address of the Bank issuing the Bank Guarantee extension)

To,
The Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Corpn. Ltd.
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara – 390 007

EXTENSION OF BANK GUARANTEE NO. _____ dtd. _____

of Rs. _____(Amt. in words_____)

The validity period of our subject Bank Guarantee issued in your favour on behalf of M/s. _____ _____ is hereby extended from date _____ to date _____ .

Notwithstanding anything mentioned herein before our liability under this guarantee is restricted to an amount not exceeding Rs. _____ (Rupees _____Only) and it will remain in force till date _____ . (Date of validity / Expiry)

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before dated _____ (Date of expiry of BG + 30 Days claim period)

All other terms and conditions mentioned in the original Bank Guarantee will remain unaltered. This extension forms an integral part of the above quoted original Bank Guarantee and may be kept thereto.

Place : _____

Rounded seal & signature of Two Bank Officers with Sign

Date : _____

Code No.

Points to be noted before submitting BG for scrutiny.

1. Sign. and round seal of both bank officials on all the pages of BG with their sign code
2. Bank Guarantee No. & Date must be mentioned on every page of B.G.
3. BG should be as per format only and no any lines should be missed or modified.
4. If BG is signed by Constituted Attorney then obtain relevant stamp of Constituted Attorney and sign code no.

(FORMAT)

(To be executed on recent stamp paper of Rs. 300/-)

BANK GUARANTEE (AMENDMENT / ENHANCEMENT OF VALUE OF B.G. AMOUNT)

(Name and address of the Bank issuing the Bank Guarantee extension)

To,
The Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Corpn. Ltd.
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara – 390 007

AMENDMENT OF BANK GUARANTEE NO. _____ dtd. _____

In pursuance to Amendment of LOA or A/T No. _____ dtd. _____

(whichever is applicable) the value of this BG amount is hereby enhanced / amended to Rs. _____ (Rupees in words _____)

The validity period of our subject Bank Guarantee issued in your favour on behalf of M/s. _____

_____will remains same / or extended (**whichever is applicable)** till dated _____ (i.e. Date of Expiry)

Notwithstanding anything mentioned herein before our liability under this guarantee is restricted to an amount not exceeding Rs. _____ (Rupees _____Only) and it will remain in force till date _____ . (Date of validity / Expiry)

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before dated _____ (Date of expiry of BG + 30 Days claim period)

All other terms and conditions mentioned in the original Bank Guarantee will remain unaltered. This extension forms an integral part of the above quoted original Bank Guarantee and may be kept thereto.

Place : _____

Rounded seal & signature of Two Bank Officers with Sign

Date : _____

Code No.

Points to be noted before submitting BG for scrutiny.

1. Sign. and round seal of both bank officials on all the pages of BG with their sign code

2. Bank Guarantee No. & Date must be mentioned on every page of B.G.

3. BG should be as per format only and no any lines should be missed or modified.

4. If BG is signed by Constituted Attorney then obtain relevant stamp / seal of Constituted Attorney and sign code no.

(FORMAT)

(To be executed on recent stamp paper of Rs. 300/-)

BANK GUARANTEE (For enhancement in value & extension of BG)

(Name and address of the Bank issuing the Bank Guarantee extension)

To,
The Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Corpn. Ltd.
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara – 390 007

For BANK GUARANTEE NO. _____ dtd. _____

LOA / LOI / A/T / Amendment A/T / Repeat Order No. : _____ dtd. _____
(whichever is applicable)

In pursuance to Amendment of LOA or A/T No. _____ dtd. _____

(whichever is applicable) the value of this BG amount is hereby enhanced / amended to Rs. _____ (Rupees in words _____)

The validity period of our subject Bank Guarantee issued in your favour on behalf of M/s. _____ _____is hereby extended from date _____ to date _____ .

Notwithstanding anything mentioned herein before our liability under this guarantee is restricted to an amount not exceeding Rs. _____ (Rupees _____Only) and it will remain in force till date _____ . (Date of validity / Expiry)

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before dated _____ (Date of expiry of BG + 30 Days claim period)

All other terms and conditions mentioned in the original Bank Guarantee will remain unaltered.

This extension forms an integral part of the above quoted original Bank Guarantee and may be kept thereto.

Place : _____

Date : _____

Code No.

Rounded seal & signature of
Two Bank Officers with Sign

Points to be noted before submitting BG for scrutiny.

1. Sign. and round seal of both bank officials on all the pages of BG with their sign code
2. Bank Guarantee No. & Date must be mentioned on every page of B.G.
3. BG should be as per format only and no any lines should be missed or modified.
4. If BG is signed by Constituted Attorney then obtain relevant stamp of Constituted Attorney and sign code no.

TCS under income tax format - On Letter Head of Supplier / Contractor

To,

Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Co. Ltd.,
Corporate office,
Vadodara.

Respected Sir,

I, _____(Name of the authorized signatory) having age ___, Designation _____ M/s _____(Name of the seller with address) having PAN (10 digits) do hereby declare that GETCO has awarded the order of (Description of Supply order / EPC order) having (Order no and date) and we hereby undertake that we, M/s _____ have

1. The sales / gross receipts / turnover of more than Rs. 10 Crores in immediately preceding financial year and,
2. Total receipts from GETCO for consideration for sale of goods as per the contracts awarded is likely to exceed Rs 50.00 lacks during the FY _____.

And hence, we are liable to charge and collect TCS @ 0.075% / 0.1% (Strike out whichever is not applicable) from GETCO during FY _____. We also undertake that the TCS collected from GETCO shall be paid to Government Treasury within the prescribed time limit and necessary TCS returns in prescribed format will be filled by us.

We further undertake that TCS certificate in form 27 D will be submitted to GETCO within 30 days from the end of respective Quarter. In case, if we fail to pay TCS to Government Treasury within prescribed time limit or fail to filed TCS returns in prescribed time limit or fail to submit the TCS certificate within 30 days from the end of quarters, GETCO is entitled to recover the amount of TCS so collected from this contract or any other contract or from any other amount payable to us.

Thanking you,

For,

(Name of Authorized Signatory)

Designation:

SCHEDULE - 04

Tender for Supply & Erection of _____

Firms Letter Head

CERTIFICATE – "A"

Tender No.
TR/Due On:

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 **Signature of the Tenderer**

Place: **`With Designation.**
Date:

(On the letter pad of the company)

Tender no: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Sub: Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

Date:

Declaration of Conflict of Interest

To
Additional Chief Engineer(Procurement & Contracts),
Gujarat Energy Transmission Corporation Limited,
8th Floor,Sardar patel Vidyut Bhavan,
Race Course,
Vadodara-390007

Ref: Tender Notice No……

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

Respected Sir,

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

Yours Faithfully,

(On the letter pad of the company)

Tender no: ACE(P&C)/Contract/E-522/UG/66kV/S&L,E

Sub: Supply, Laying, Erection, Testing and Commissioning of 66kV,1CX630 sqmm XLPE Cable with Poly.Al./Aluminum construction on EPC basis Various lines under Navsari Circle.

Date:

Declaration of Relationship with employee

To
Additional Chief Engineer(Procurement & Contracts),
Gujarat Energy Transmission Corporation Limited,
8th Floor,Sardar patel Vidyut Bhavan,
Race Course,
Vadodara-390007

Ref: Tender Notice No……

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

"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."

As per clause, we do not have any type of relationship with any current employees of the tendering Company.

Yours Faithfully,

(Note: If you have any relationship with employee, give declaration as per tender clause.)