**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

# GUJARAT ENERGY TRANSMISSION CORPORATION LTD

## TRANSMISION CIRCLE OFFICE, PALANPUR-385001

## TENDER NO. PTC/CM1/N-64/2026

## Name of Work

**Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**

Seal and signature of bidder

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# Note: Submit all the documents Online Only (No Physical Submission including DD for EMD/Tender Fee & Integrity Pact)

Seal and signature of bidder

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GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
TRANSMISSION CIRCLE - PALANPUR

# I N T E G R I T Y  P A C T
## OUR ENEAVOUR

**Name of work: Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**

To create environment where Business confidence is built though best business practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society the nation.

| GETCO COMMITEMNT | PARTY'S COMMITEMENT |
|---|---|
| ☐ 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 9payment 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)**

Seal and signature of bidder

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Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
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**TENDER NOTICE No: PTC/ET/129/2026**

Superintending Engineer, Palanpur invites "On line Tenders" (e-tendering) for the "**Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**"Bidders should fulfil the all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened All the bidders should have valid e-tender vender registration. Tender Papers & Specifications may be downloaded from Website https://tender.nprocure.com (For view, down load and on line submission) and GUVNL / GETCO web sites www.tender.guvnl.com (For view & download only). Tender fee & EMD must be paid through RTGS/NEFT/online.

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

| Sr. | Name of Work | Estimated Cost Rs. With GST | Time Limit | Tender Fee Rs. | E.M.D. Rs. |
|---|---|---|---|---|---|
| PTC/CM 1/N-64 /2026 | Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division. | Rs. 2285576.83 | 06 Month | 1000+180 (Tender fee+18%GST)= 1180.00 Rs. | Rs.22856.00 |
| 1 | On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory) | | Date As per N Code | | |
| 2 | Date of opening of Tender fee, EMD and technical bid on – line opening at 16.01 Hours.(If Possible) | | Date As per N Code | | |
| 3 | Tentative Date of on – line opening of Price bid | | Shall be intimated separately. | | |

Seal and signature of bidder

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**Email: sepln.getco@gebmail.com**

1. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and no physical documents to be submitted by bidder including Tender fee, EMD. **Scan copy of all the annexures are required to upload in online format.**
2. Bidders have to submit Technical bid as well as Price bid in electric format only on above mentioned website till the date and time shown above. **However, of anywhere in tender documents submission of other than this document physical submission mentioned to be overlooked. If any documents required physically for verification purpose it will be intimated as and when required.**
3. The EMD amount should be paid only by **RTGS/NEFT/on line mode shall be encouraged. In case of payment through RTGS/NEFT/Online payment bidder has to mail following details to aopln.getco@gebmail.com, sepln.getco@gebmail.com & decm1pln.getco@gebmail.com. The transection slip of payment made by RTGS/NEFT/Online payment is to be uploaded in Nprocure with tender documents.**

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

**Bidder has to provide all above details by email on the same date of payment so that**

**4. GETCO beneficiary Bank Details as under**

| | | |
|---|---|---|
| 1 | Name of Account Holder | Gujarat Energy Transmission Corporation Ltd. |
| 2 | Account No. | '01740200000624 |
| 3 | Name of Bank | Bank of Baroda |
| 4 | Branch Code | PALANP |
| 5 | Address of Office | Transmission Circle, 66kv S/S Campus, Abu Highway, Palanpur – 385001 |
| 6 | IFSC Code | BARB0PALANP ("Fifth Digit is Zero") |
| 7 | PAN No | AABCG4029R |
| 8 | TAN No | AHMG02636E |
| 9 | GST No | 24AHMG02636E1DV |

**Submission and Evaluation of Documents / Clarification**

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

Seal & Signature of Bidder

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

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

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

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

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

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

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

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

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

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

Seal & Signature of Bidder

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

7. All the relevant scanned documents as per requirement of the tender are to be upload through online only on n procure portal including Tender fee, EMD and attested Integrity Pact. (All tender documents including Price bid are not to be submitted with the physical documents including Tender fee, EMD and Integrity Pact).

**8. Evaluation of Online Offer**

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

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

Clarification, if any, shall be governed strictly by Clause No. 5 of the Tender Document and shall not result in any change or improvement in the substance of the original bid."

9. It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.

**10. Online Annexures and Supporting Documents**

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

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

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

In case any required Data / Details / Documents are not submitted/uploaded with the original online bid, the same shall not subsequently be accepted or considered for establishing or improving the eligibility/QR, except for clarification strictly within the scope permitted under Clause No. 5.

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

11. Bidders are requested to remain in touch with the web-site for any amendment / corrigendum or

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extension of due date etc

12. The Earnest Money Deposit and tender fee will be accepted by NEFT/RTGS/Online on any Nationalized Bank only

13. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to:

**The Superintending Engineer (TR),**
**Gujarat Energy Transmission Corporation**
**Limited, Circle Office, Aroma Circle,**
**Palanpur, - 385 001.**

GETCO reserves the right to reject any OR all tenders without assigning any reasons thereof.

**Yours faithfully,**
**Superintending Engineer (TR)**
**GETCO, Palanpur**

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

**Note:**

**In case bidder needs any difficulty in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:**
(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525),
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Seal & Signature of Bidder

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## Performance Certificate / Certificate of Satisfactory Completion

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.

All the documents to be submitted in soft copy shall be self-attested/notarized.

**Signature of Contractor**

**Superintending Engineer,**
**GETCO, Circle Office,**
**Palanpur**

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
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**PART-I - ITB**
**INSTRUCTIONS TO BIDDERS**

## A. INTRODUCTION

### 1.0 General Particulars

1.1 The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called 'GETCO'/ 'OWNER' intends to receive bids **for Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.** as detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

### 2.0 Qualification Requirements of Bidders

## Qualification Requirement

1 **Registration**: Bidder shall be strictly a GETCO registered contractor of E2 and above class.

2 **Experience**: Bidder should have experience and executed minimum 100 Nos of location of similar nature of job work during last 3 financial year or completed in same period. Attested Xerox copy of work orders executed from GETCO and satisfactory completion certificate from respective department should be submitted. Agency should capable to work minimum 50 Locations H- frame painting) in single outage of eight hours.

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

4 **Provident Fund Code:** Separate provident fund code number towards firm registered with Regional P. F. Commissioner.

5 **Profit &Loss Account Statement:** The Bidder should submit certified Xerox audited copy of the Balance sheet with self attested ITR of profit and loss account of last three Years.

6 **Nature of Firm:** Attested copy of Partnership Deed, Power of Attorney, if any, for signing the bid documents in case of partnership firm &self-affidavit for proprietorship firm. All such documents shall have to be NOTARISED with Form G and Company. AOA/MOA in case of company with certificate of incorporation of company in Rs.300 Stamp Paper.

8. **I.T.PAN CARD**: The bidder should submit the attested zerox copy of PAN Card of their firm.

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

10. **Electrical contractor's license:** The bidders should submit the attested copy of GOG Electrical Contractor licenses of firm with latest validation.

**11. Welfare Cess registration:** As per welfare Cess act once the work allotted to bidder, he has to

take registration under well Cess of said site and submit the same to this office.

11. **List of Tools & Tackles.**

**The bidders must be attach submitted all above documents scanned copy on n-procure and certified/self-verified copy of all documents submit with physical Technical bid.**

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

**3.0 Bidding Costs**

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

**B. BID DOCUMENTS**

**4.0 Details of Documents**

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

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

**5.0 Knowing the Bid Documents**

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

**6.0 Clarifications on Bid Documents**

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

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

**7.0 Amendment of bidding document:**

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

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

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

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

## C. PREPARATION OF BIDS

### 8.0 Language Of Bid:

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

8.2 **Bid Format**

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

### 9.0 Local Conditions:

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

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

### 10.0 Documents comprising the Bid:

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

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

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

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

**11.0 Scope of the proposal**

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

**The work includes work of painting of H-frame structure painting of various lines.**

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

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

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

**12.0 Bid Price:**

12.1 The Bidder shall indicate percentage above/below of total bid price indicated in the appropriate price Schedules enclosed in bid proposal sheets to furnish under the contract. Prices quoted should be **in % Above/ Below on Estimated Cost.** However, detail bifurcation of Taxes applicable should be mentioned separately with Price bid.

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

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

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

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

**13.0 Price Basis:**

13.1 The Price shall be quoted on firm basis.

13.2 The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account saving for change in quantity. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

**14.0 Taxes and Duties:**

14.1 As regards the income Tax will be levied as per prevailing rate on payment to contractors. Any other tax except specifically mentioned in tender will not be borne by GETCO. The bidder shall be liable and rresponsible for payment of such taxes as attracted under the provisions of the law

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

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

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

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

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

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

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

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

14.11 The contractor shall pay 1% welfare cess to the respective Govt. Department if applicable & the same will be reimbursed on production of proof of payment before release of payment of final bill, the contractor has to submit documentary evidence of payment of welfare cess of previous RA bill as well as of the final bill.

**15.0 Welfare cess**

1) 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.
2) 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.
3) GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
4) The contacts 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 contractor on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

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

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

**15.0 Time Schedule:**

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

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

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

**16.0 Contract Quality assurance:**

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

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

Seal & Signature of Bidder

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

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

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

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

**18.0 Erection Tools and Tackles:**

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

**19.0 Brand Names:**

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

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

**20.0 Bid Security/EMD:**

100 % of EMD by NEFT/RTGS/Online in favour of Gujarat Energy Transmission Corporation Ltd. On any Scheduled Bank in Palanpur

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

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

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

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

20.4 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.

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

20.6 The bid guarantee may be forfeited.

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

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

**21.0 Format of Bid:**

21.1 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.

21.2 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.

21.3 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 wok of '""

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.

**22.0 Signature Of Bids:**

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

Seal & Signature of Bidder

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

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

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

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

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

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

**24.0 Deadline for submission of bids :**

24.1 All the bid documents are required to be submitted in online only.

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

**25.0 Late Bids**

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

**26.0 Modification and withdrawal of bids :**

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

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

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

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

**27.0 Information required with the proposal:**

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

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

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

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

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

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

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

## E. BID OPENING AND EVALUATION

**28.0 Opening of bids by owner:**

28.1 The Owner will open the technical bids online.

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

28.3 The price bids to be filled up on line only.

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

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

**29.0 Purpose of evaluation of bids:**

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

**30.0 Policy for bids under consideration:**

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

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

**31.0 Preliminary Examination:**

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

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

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

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

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

**32.0 Evaluation of Price Bids:**

32.1 <u>Definitions and Meanings:</u>
For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply:-

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

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

**33.0 Calculation of differential Price & Cost Compensation for Deviations.**

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

Differential Price (DP)=n1F1+n2F2…+nnFn, where F1, F2…Fn are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: n1, n2…nn are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's proposal. The above factors and corresponding units of parameter differential are derived from the Technical Specifications, Data sheets and/or Special Conditions of Contract.
Deviations from the Bidding Documents in so far as practicable will be converted to a Rupee value (D) and from the Bidding Document while evaluating the bids. In determining the Rupee value of the deviations the Owner will use parameters consistent with those specified in the specifications and documents and or other information as necessary and available to the Owner.

**33.1 Comparison of Bids**

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

For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:
W = Q + DP + D
Where
W = Total Comparison Price
Q = Bid Price quoted by the bidder in Indian Rupees (Value Of erection cost including other components if any.)

DP = Different price in Indian Rupees calculated as above
D = Cost compensation for deviations calculated as above.

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

**F. AWARD OF CONTRACT**

**34.0 Award Criteria**

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

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

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

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

**36.0 Notification of award:**

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

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

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

**37.0 Signing of contract:**

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

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

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

**38.0 Contract Performance Guarantee:**

38.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished. The guarantee amount shall be equal to ten percent (10%) of the Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. the guarantee shall be valid up to 90 days after the end of Warranty Period.

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

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

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

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

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

38.5 Contractor has submitted certify copy of Reg. / Ele. Reg./ GST Reg./Partnership deed/PAN Card/PF reg. and solvency certificate / Experience certificate in Technical bid.

38.5.1 Once price bid submitted same will be consider only. Revised after shall not consider at the time at opening of tender. Tenderer has to submit only one price bid revised price bid will not be consider.

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

## PART-I GCC
## GENERAL TERMS & CONDITIONS OF CONTRACT

### A. INTRODUCTION

### 1.0 DEFINITION OF TERMS

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

1.2 'Owner' shall mean the Superintending engineer (TR.) GETCO **PALANPUR** or any of its subsidiaries and shall include its legal representatives, successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) American Society of Materials Testing Codes.

i) Standards of the Indian Standards Institution.

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

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

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

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

Or

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

a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
b) 'Constructed' shall also mean 'erected and installed'.
c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

## 2.0 APPLICATION

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

## 3.0 STANDARDS

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

## 4.0 LANGUAGE AND MEASURES

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

## 5.0 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

**6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION**

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

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

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

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

**7.0 CONSTRUCTION OF THE CONTRACT**

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

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

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

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

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

**8.0 JURISDICTION OF CONTRACT**

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

Seal & Signature of Bidder

**9.0 EXECUTION OF CONTRACT:**

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

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

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

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

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

**10.0 ENFORCEMENT OF TERMS**

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

**11.0 COMPLETION OF CONTRACT**

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

**B. GUARANTEES & LIABILITIES**

**12.0 TIME – THE ESSENCE OF CONTRACT**

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

12.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as field erection activities within five (5) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

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

12.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed programme in line with the agreed Contract network.
Such programme shall be reviewed, updated and submitted to the Engineer every month thereafter.
12.5 The above bar charts/ programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

**13.0 EFFECTIVENESS OF CONTRACT**

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

**14.0 PENALTY FOR DELAY**

14.1 If the Contractor fails to successfully complete the work within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay. The details of such penalty are brought out in the accompanying Special Conditions of Contract (SCC).

14.3 The completion time allowed for carrying out the work should be strictly observed. For any delay, penalty will be levied at the rate of ½ % per week or part thereof on delayed portion of the work subject to ceiling of 10% of total contract value plus GST as applicable will be imposed.

**15.0 GUARANTEE**

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

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

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

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

15.5 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 15.1 through 15.4 above shall remain till the end of 6 months from the date of completion of guarantee period.

**16.0 TAXES, PERMITS & LICENCES**

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition, the Contractor shall be

responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

**18.0 DEFENCE OF SUITS**

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

**20.0 LIMITATION OF LIABILITIES**

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

**21.0 ENGINEER'S DECISION**

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

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

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

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

**22.0 POWER TO VARY OR OMIT WORK**

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

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

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

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

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

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

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

**23.0 ASSIGNMENT AND SUB-LE TTING OF CONTRACT:**

No subletting of contract is allowed. Contractor should carry out work on his own under his or his authorized supervisor and by labors employed by him.

**24.0 CHANGE OF QUANTITY**

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

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

**26.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS**

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

**27.0 NO WAIVER OF RIGHTS**

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

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

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

**29.0 PROGRESS REPORTS**

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

**30.0 TAKING OVER**

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

## C. CONTRACT SECURITY AND PAYMENTS

**31.0 CONTRACT PERFORMANCE GUARANTEE**

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

**32.0 PAYMENT**

32.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract and production of work completion certificate of the Sub-Station in-charge, after following the procedures of GETCO. Payment will be made by concern Division offices under which work executed.

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

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

33.1 Application for Payment: The Contractor shall submit application for the payment in the prescribed preformed of the Owner. Performa for application for payment will be as prescribed.

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.

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

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

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

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

**35.0 DEDUCTIONS FROM CONTRACT PRICE**

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

**38.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

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

**39.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS**

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

39.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Owner shall examine the justification for such

a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

**40.0 DEMURRAGE, WHARFAGE, ETC.**

All demurrage, 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.

**41.0 FORCE MAJEURE**

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

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

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

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

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

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

**42.0 SUSPENSION OF WORK**

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

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

**43.0 CONTRACTOR`S DE FAULT**

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

on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

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

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

**44.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE**

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

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

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

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

**45.0 FRUSTRATION OF CONTRACT**

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

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

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

**46.0 GRAFTS AND COMMISSIONS ETC.**

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

## E. RESOLUTION OF DISPUTES

**47.0 SETTLEMENT OF DISPUTES**

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

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

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

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

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

**48.0 ARBITRATION**

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

**(1) Amicable Settlement**

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

**(2) Arbitration**

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present works contracts,

whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992.".

**49.0 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.

1. **Relationship with employee:** Every bidder should, at the time of submission of bid. Give a declaration as under "If any bidder company/firm, the interest (i.e. Shareholding in Company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in Section 2(77) of the Company's act 2013 is 10% or more, the tendering Company will not deal with such Company/Firm at all." **Tendered therefore, must specifically disclose this fact in his technical bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company.**
2. **Conflict of Interest among Bidders/ Agents**: A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

   a) they have proprietor/ partner(s)/ Director(s) in common; or
   b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
   c) they have the same legal representative/ agent for purposes of this bid; or
   d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
   e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
   f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
   1. The principal manufacturer directly or through one Indian agent on his behalf; and
   2. Indian/ foreign agent on behalf of only one principal.
   g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
   h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
   i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time. Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders, as above. **Responsibility for correctness of the information submitted in the bid lies with bidder. If any information furnished in the bid**

**is proved to be false at a later date, GETCO reserve right to reject the bid and the bid will not only be rejected but the bidder will be BLACKLISTED as per GUVNL Policy.**

## PART-I 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 labor laws and others as specified in the special conditions of contract.

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

### 3.0 OWNER'S LIEN ON EQUIPMENT

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

### 4.0 CONTRACTOR'S SITE ESTABLISHMENT

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

### 5.0 CO-OPERATION WITH OTHER CONTRACTORS

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

**7.0 DISCIPLINE OF WORKMEN**

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

**8.0 CONTRACTOR'S FIELD OPERATION**

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

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

**9.0 PROGRESS REPORT**

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

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

**10.0 MAN-POWER REPORT**

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

**11.0 PROTECTION OF WORK**

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

**12.0 EMPLOYMENT OF LABOR**

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 Labor or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labor 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 CONTRACTOR

### 13.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipments; tools, tackles and scaffoldings required for pre-assembly, erection, of the Towers, H-frame, string, earthing etc, 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.

### 13.2 First-aid

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

## 14 INSURANCE

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

### 14.2 Workmen's Compensation Insurance

The contractor should produce Insurance policy copy which covered Contractor's employee & sub contractor's employee for the same. 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

### 14.3 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.

14.4 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.

14.5 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.

**15.0 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.

**16.0 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.

**17.0 WORK & SAFETY REGULATIONS**

17.1 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.

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

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

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

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

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

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

a. Satisfy the Engineer that the appliance is in good working condition;
b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
d. The Engineer will not grant permission to connect until he is satisfied that;
e. The appliance is in good condition and is fitted with suitable plug;
f. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

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

17.13 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.

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

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

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the 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.

## PART-I SCC
# SPECIAL CONDITIONS OF CONTRACT

**1.0 General Particulars :**

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

**2.0 Tender Fee :**
The tender fee specified in notice inviting tender is payable by NEFT/RTGS/Online Only.

**3.0 Earnest Money Deposit (EMD):**

3.1 100% of EMD specified in notice inviting tender is payable by NEFT/RTGS/Online favoring Superintending engineer (TR.) GETCO **PALANPUR** on any Scheduled Bank in **PALANPUR**. Payment by Cash/Cheque/Coop Bank Guarantee/ Company Guarantee is not permissible.

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

**4.0 Declaration by Bidder:**

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

**5.0 Qualifying Criteria:**

**5.1 TECHNICAL CRITERIA:**

As per Criteria mentioned above in GCC Part-1

**5.2 FINANCIAL CRITERIA:**

As per Criteria mentioned above in GCC Part-1

**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:

**Provident Fund Code:** Separate provident fund code number towards firm registered with Regional P. F. Commissioner.

**Profit & Loss Account Statement:** The Bidder should submit certified Xerox audited copy of the Balance sheet with profit and loss account of last three Years.

**Nature of Firm:** Attested copy of Partnership Deed, Power of Attorney, if any, for signing the bid documents in case of partnership firm &self-affidavit for proprietorship firm. All such documents shall have to be NOTARISED

**I.T. PAN CARD**: The bidder should submit the attested zerox copy of PAN Card of their firm.

**GST Registration**: The Bidder Should have to take registration under the "GOODS AND SERVICE TAX(GST)". The certified Xerox copy of such registration shall have to be submitted along with the bid by the bidder.

**Electrical contractor's license:** The bidders should submit the attested copy of GOG Electrical Contractor licenses of firm with latest validation.

**Welfare Cess registration:** As per welfare Cess act., as the work allotted to bidder, he has to take registration under well Cess of said site and submit the same to this office.

**List of Tools & Tackles:**

**7.0 Price Inclusions (including Taxes & Duties):**

7.1 The prices quoted shall be all inclusive of freight, Octroi, transportation, loading, unloading & stacking of material or manpower.

7.2 **Goods and Service Tax (GST):**

Seal & Signature of Bidder

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 ancillary legislations).

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

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

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

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

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

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

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

Every bidder shall inform their GSTIN No. of the registered place(s) where from 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.

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.

GST Compliances:

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

7.9 **Statutory Variations:**

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

7.12 **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.

**Welfare Cess**

1) 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.
2) 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.
3) GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
4) The contacts 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 contractor on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

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

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

**8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT**

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

8.2 The 5% of tender value will be required to be paid either in form of Demand Draft in favor of "Gujarat Energy Transmission Corporation Limited" payable at Palanpur or in form of "Bank Guarantee" on acceptance of tender as security deposit at Circle Office, Palanpur. The Security Deposit will be paid within 10 days of receipt of LOI. FDR not accepted as security Deposit. Bank Guarantee Format will be given from this office.

**9.0 GUARANTEE PERIOD:**

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

9.0A **BAR CHARTS**

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

**10.0 PENALTY FOR DELAY:**

10.1 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 work execution beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % per week or part thereof on delayed portion of the work subject to ceiling of 10% of total contract value plus applicable GST on penalty amount will be impose.

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

**11.0 COMPLETION PERIOD**

11.1 **Overall Completion period for this Contract will be 06 Months from the date of commencement for Transmission lines work.**

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

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

**12.0 Presentation of Bills**

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

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

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

a) Item wise work done during billing period.

b) Item wise cumulative work done.

c) Account for material consumed and balance stock.

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

12.5 **GETCO has implemented VMS portal to streamline and enhance the effectiveness of the invoice submission process by vendors. The VMS has been developed to increase efficiency, ensure transparency and expedite process by reducing administrative efforts and paperwork.**

**- The contractor shall upload a digitally signed invoice alongwith supporting documents via VMS (Vendor Management System) by selecting the respective sub-division office or sub-station. VMS portal can be accessed from the link(SOP and any other guideline may be accessed from this link):** https://vms.guvnl.com.

13.0 **Terms of Payment**

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

**14.0 TAKING DELIVERY AND INSURANCE**

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

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

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

14.4 **STORAGE-CUM-INSURANCE**: -

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

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

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

14.5 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 transmission line is taken over by the GETCO.

**15.0** LABOR LAWS:

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

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

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

1) 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.
2) Payment of deposit in respect of each contract Labor at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labor as per the Contract Labor (Regulation and Abolition) Act.
3) License fee as prescribed under the Contract Labor (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
4) 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.
5) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
6) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labor Laws.
7) Payment of compensation in case of accidental injury.
8) Provision of crèche if the female Laborers employed are more than 30 Maternity Leave as per the provisions of the Maternity Benefit Act.
9) The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various Labor laws, in force from time to time, from Statutory Authorities like State Government/ Government of India, which the Contractor shall have to comply with.

15.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

15.2 DEPOSIT LINKED INSURANCE SCHEME

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

15.3 ADMINISTRATIVE CHARGES:

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

15.4 PAID LEAVE FACILITY:

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

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

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

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

15.7 CONTRCTOR TO INDEMNIFY THE GETCO:

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

15.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

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

b) The Contractor shall give his Telephone Number and Address to the GETCO, so that, in case of Labor trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office

outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

15.10 REGISTRATION WITH PROVIDENT FUND OFFICE

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

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

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

15.11 Termination of Contract:

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

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

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

15.12 To cancel the contract.

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

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

15.12.1MATCHING 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.

16.0 Agreement Bond: The contractor shall have to execute the contract agreement at his own cost on the stamp paper of Rs. 300/- and have also submit Indemnity bond on the stamp paper of Rs. 300/- as per the prescribed format appended with the specification enclosed.

17.0 Safety Cum Indemnity bond : The contractor shall submit Safety Cum Indemnity bond on the stamp paper of Rs. 300/- as per the prescribed format appended with the specification enclosed.

18.0 REGISTRATION AS A CONTRACTOR:

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

**SAFETY INSTRUCTION / SAFETY GUIDE LINE FOR CONTRACTORS DURING WORK**

Following safety guidelines are mandatory for all contractors operating in GETCO premises/ on

transmission lines for Electrical, non-electrical & Civil works.

1. The contractors must provide advance planning of work to concerned in-charge of substation in writing.

2. The name, qualification, address & cell phone No. of supervisor.
3. The copy of group insurance policy with list of name of workers covered.
4. The list of T & P and safety equipment [PPE] having tested and checked by GETCO official at site.
5. Utilizing Electrical/non-electrical equipments, safety rules must be implemented.
6. All workers/labour & supervisors must be use safety equipment [PPE] during the work.
7. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing.
8. No work should be done during night hours unless & until it is required under certain circumstances with the approval of next higher authority and all necessary arrangement of adequate lighting with safety precautions is made.
9. Any power line crossing, river crossing & railway crossing or any other hazards must be discussed with workers by contractor in presence of EIC.
10. Contractors must submit list of workers with name, qualification and experience who are engaged for line maintenance/rectification job.
11. Contractors must arrange for Shelter and drinking water facility for the labors/workers engaged with the permission of S/S in charge.
12. The method of work, required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
13. Prior to execution of work a joint survey must be conducted by GETCO supervisor & contractor's supervisor.
14. No work done by contractor labour without their supervision.

## SPECIAL TERMS AND CONDITIONS

The terms and condition of this section will be read in conjunction with general terms and condition of tender. However, wherever, ambiguity observed, terms and condition mentioned under Special Terms and Condition will supersede the General Terms and Condition of tender.

1) Scope of work:- **"Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division."**

2) Painting of 'A' and 'B' type H-frame structure should be carried out with ISI mark approved paint / red oxide of Asian / Berger / Nerolac / Shalimar / Delux etc. make

3) Painting work include :

(I) Scrapping of old paint with scrubber.

(II) One coat of red oxide.

(III) Two coat of silver paint.

(IV) Name of line and loc. no to be paint on H- Frame as per instruction of EIC.

Quality of silver paint and red oxide is to be approved by concern EE before applying.

b) Work should be carried out as illustrative in method of construction.

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

2. No Idling charges will be given by GETCO. For GETCO, Sunday is normally W/Off day and no work arranged on this day. For that contractor is not liable for any idling charges. However, as per need, GETCO may arrange outage on Sunday & contactor has to bind to execute the work.
3. On awarding of works, the contractor has to remain in constant touch with Executive Engineer (TR)/ In charge of line. Scope of works will be as per Schedule - 'B' attached herewith and executed as per instruction of Engineer-In-charge. Scope includes sufficient men power with necessary permanent nature tools / tackles and vehicle to carry out work within stipulated time limit.
4. Your authorized person has to remain present on the job continuously during execution of work. In absence of your authorized man, further work will not be allowed to carry out and no compensation will be entitled for non-working.
5. In the event of any accident or damage / theft, will be borne by the contractor and GETCO will not entertain any claim in this regards.
6. Tools and tackles, men and material etc., will be arranged by successful bidder to execute works. GETCO will not provide it or entertain any claim against it.
7. The GETCO reserves the rights of retrenching and dismissing any person employed for the work if there is complaint against his misbehaviour, misconduct or disloyalty towards job. GETCO is not responsible for any financial loss thereof. Contractor should take care of such issue.
8. Conditional tender will not be accepted and straight away be rejected.
9. The successful bidder will have to indemnify the GETCO against any possible claim of compensation for damage to his equipment or for injury to him, or fatal/non-fatal accident to human life, his staff or any other person during execution of the above job. If for any reasons the GETCO is called upon to pay such claim or compensation, the same will be recovered from him or his bills.
10. All safety precautions required before taking up the work on the Line is to be arranged by the contractor.
11. All the safety rules regarding human life and as per Indian Electricity Rules is to be observed by the contractor. Any violation of safety rules, GETCO will not be responsible for the same.
12. **Time Limit:** The time limit for subject tender is 24 Months from the issuance of Order.
13. **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 work excavation beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week plus GST as applicable or part thereof, with a ceiling of 10 % of the total contract value. The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO.**

Seal & Signature of Bidder

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## ANNEXURE-1

**Sub.: Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**

a) I/ we, the undersigned, have read and understand the Tender Specification No. For Painting of Name of line, Colour code & contact no. for identification of Lines including supply of paints at various division Transmission line along with the entire tender Terms and Conditions.

b) The price 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

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

## ANNEXURE-2

## CONFIRMATION OF DETAILS OF BIDDER

Bidders are required to furnish following information specifying YES / NO

| | | | |
|---|---|---|---|
| 1) | | Whether the Bid is on percentage basis as called for. | Yes / No |
| 2) | | Whether rebate furnished is in percentage basis as called for. | Yes / No |
| 3) | | Whether the Bid is submitted by RPAD. | 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 for erection. | 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. ( BG/NEFT/RTGS/Online ) | Yes / No |
| | b) | In case "Yes", furnish details | |
| 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:**_____

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

**Name of tendering Company**

## ANNEXURE-3

### 1) DETAILS OF WORK ORDERS EXECUTED BY THE BIDDER OF VARIOUS SIMILAR CONTRACTS

| Sr. No. | Order No./Date | escription of work | Order Qty. | Order Amount | Name of Order placing authority |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |
| | | | | | |

### 2) SATISFACTORY WORK COMPLETION CERTIFICATE

| Sr. No. | Description of work | Certificate No | Date | Order Amount | Certificate issuing authority |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

### 3) WORKS TENDERED / IN HAND

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

| Sr No | Name Of Work and Location | Order Quantity | Order Value | Anticipate date of Completion | Remarks |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

**Signature of Authorized Representative**
**Company / Agency**
**NAME: _____ STATUS: _____ Name of tendering Company**

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
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**Email: sepln.getco@gebmail.com**

## ANNEXURE-4

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

**SUB: Undertaking in regard to stop deal/Banned for Business dealing /Black list thereof)**
**Ref: Tender no:**

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

I/We _____

Authorized signatory of M/s _____ here by certified

That M/S_____ and their proprietor/any partner /any director of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

**Seal of Firm** **Signature of renderer**

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

## Annexure 5
## QUALIFICATION REQUIREMENT.

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

| Sr No: | List of Documents | |
|---|---|---|
| 1 | **Registration(No, Class)** | |
| 2 | **P.F. No.** | |
| 3 | **Partnership deed/Proprietor/AOA/MOA (Notarized copy)** | |
| 4 | **Power of Attorney (Notarized copy)** | |
| 5 | **Bl. Sheet / P&L A/C, last three years.** | |
| 6 | **Latest Solvency certificate.** | |
| 7 | **GST No.** | |
| 8 | **PAN NO** | |
| 9 | **Experience certificate As per QR** | |
| 10 | **Electrical contractor Certificate valid up to** | |
| 11 | **Man and tolls and tackle detail** | |

**Signature of Tenderer**
**Date :**
**Place**

**Company's Round Seal**

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
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**Email: sepln.getco@gebmail.com**

# Annexure 6

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

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

Ref:-Tender No._____

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

I/We_____
_____

Authorized signatory of
M/s._____

and thereby certified that M/s.
_____

and their proprietor/any partner/any director of the firm is not stop deal and /or banned for business dealing and /or black listed by GUVNL/or their any subsidiary company viz. GSECL/GETCO/MGVCL/PGVCL.

Signature of tenderer

Seal of firm

**Use Of "Call Before u Dig" Application :**

a. To issue suitable direction to the companies under GUVNL to mandate all excavators/digging agencies by adding the following clauses in all the work orders /Tenders being issued by conceded Authorities.

i. To do any type of digging only after prior intimation through **"Call Before u Dig"** Application and as per its term and conditions.

ii. To use the App before commencing any type of digging anywhere in the state.

b. and to ensure that CBuD " Application is mandatorily used by all the Nodal officers and Excavators working for respective companies.

**Clause for VMS**

**Implementation of Vendor Management System (VMS) for submission of Invoice by**

**Vendor/Suppliers/Contractors (For Supply and Works Bills)**

To streamline and enhance the effectiveness of the invoice submission process by Vendor/Suppliers/Contractors, GETCO has successfully implemented VMS for Material and Supply bills. Vendor/Suppliers/Contractors has to get itself registered on https://vms.guvnl.com/ . It's one login credential for all GUVNL group companies for uploading of invoices.

**Relevant SOPs for Vendor Registration and Invoice submission is given on** https://vms.guvnl.com/ .

Seal & Signature of Bidder

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Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

**Key Features of the Vendor Management Portal:**

1. **Vendor Registration:** Supplier/ Contractor login / password will be provided on request by respective company, one login credential for all GUVNL group companies for uploading of invoices.

2. **User-Friendly Interface**: The portal boasts an intuitive, user-friendly interface, ensuring easy navigation and efficient submission of invoices by Suppliers/ contractors.

3. **Secure Access:** We prioritize the confidentiality and integrity of data exchanged during the invoice submission process. The portal provides secure access for Suppliers/ contractors, safeguarding sensitive information.

4. **Dashboard:** The dashboard shall show the details of Total Invoices uploaded, Invoices under Process, Invoice not processed due to want of documents, payment released etc. so that the Supplier/ contractor can view the status of their uploaded invoices. It also shows the status of latest uploaded invoices.

5. **Uploading Invoices:** The system facilitates the Supplier/ contractor to upload the Invoice of any of the GUVNL group company including GETCO along with relevant documents like Tax Invoice, Commercial Invoice, Proper Dispatch Certificate, Lorry Receipt, Test Certificate, Advanced Stamp Receipt etc. for supply bills and Tax Invoice, PF documents, GST Challans, Welfare cess challans, Insurance copies etc. in one file as per the AT / PO/ Work Order Terms and Conditions.

Once invoice is submitted, auto acknowledge email will be sent to supplier/ contractor along with the details and name of file uploaded, from no-reply-vms@gebmail.com**.**

6. **Needs Attention:** In case there is a shortfall of documents for processing of Invoice by GETCO, the respective division shall update the status of “Needs Attention” for the uploaded Invoice. Submitted Invoice detail can be changed by Supplier/ Contractor, Location details and requested document can be re-uploaded by Supplier/ contractor.

7. **Invoice Reject** / **Accept:** Submitted Invoice along document is completely accepted or completely rejected, supplier/ contractor cannot modify the details.

8. **Payment Under Process:** This status shows that the Payment voucher verification and accounting process started by the GETCO.

9. **Payment Done:** Once the Billing process is completed and payment is released, the status of the uploaded invoice will be changed to Payment done. Further, once payment is released, email will be sent from IFAS from email id no-reply-ifas@gebmail.com to supplier’s /contractors ’s registered email id with respective companies.

10. **Payment Advice** / **Reports: Invoice wise details of Invoice amount, deductions, Net Payment amount etc.** will be available. Supplier / Contractor can login in to the system any time and can track and view the status of the invoice with Payment details.

11. **eMail Us:** VMS related suggestion and difficulty can be mailed back to us.

We encourage you to adopt the newly developed system immediately, to avail the benefits of enhanced efficiency and transparency in our Bill processing and payment processes.
We look forward to your cooperation in this endeavour and anticipate a smoother and more streamlined invoicing process.

**Clause for Updating of MSME Details**

As per Circular 06/2024-25 dated 17.08.2024, all contractors / vendors / suppliers / service providers are

required to update their MSME details on the GETCO website at http://getco.co.in/msme/.
New contractors / vendors / suppliers / service providers must first register at https://getco.co.in/gst/.

Seal & Signature of Bidder

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# SAFETY CUM INDEMNITY BOND

**(On No 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 **…….** 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 **GETCO** for the contract of the **"Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division."** value of **…….** 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 **……..** for **" Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division."**issued by the GETCO after having observing necessary formalities, the details of which is described in the **……** **……** 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:**

Seal & Signature of Bidder

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 Workman 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 works / job to the satisfaction of the GETCO, the GETCO shall have the right to step 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 he 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 OELIGEE.

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. | Amount of Contract in Rs. | Penalty Amount |
|---|---|---|
| 1 | Up to → 1 Lac | Rs. 5000 |
| 2 | Above 1 Lac to → 10 Lacs | Rs. 40000 |
| 3 | 10 to → 100 Lacs | Rs.100,000 |
| 4 | > 100 Lacs | 1.0% of contract value |

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

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

Seal & Signature of Bidder

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 clay the year First hereinabove written.

_____

**[Signature with seal of The CONTRACTOR]**

In the presence of:

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

# CONTRACT AGREEMENT

**(To be submitting after Awarding of Contract)**
**(Non-judicial stamp paper of Rs. 300/-)**

This agreement is made at **GETCO, Circle Office, Palanpur** on the _____day of _____in the Christian year _____ 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 Office at _____, (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 **Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**. 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 Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**of Gujarat State 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._____

3. 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.

In witness whereof the parties here to 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,

In the presence of, signature with names and
Address: _____
1._____
_____
_____
_____

2. _____
_____
_____
_____

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**
**TRANSMISSION CIRCLE, PALANPUR**

# TENDER SPECIFICATION
# FOR

## (TO BE SUBMITTED ONLINE – N-Code Only)

**Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**

## PRICE BID

## (Through N-code Only)

**TENDER NO. PTC/CM1/N-64/2026**

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

# SCHEDULE B

**NAME OF WORK: Work of Painting of A & B Type H-Frame structure with line Name, Loc. No & color coding etc. for old existing 66kv H-Frame lines under jurisdiction of 220kv Agathala ss under Deesa (AM) Division.**

## GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

**Deesa (AM) Division**

**CIRCLE OFFICE PALANPUR**

## SCHEDULE-B

**Name of Work** : Work of Painting of A&B type H-frame structure with Line name, Location No & colour coding etc. for existing old H-frame lines and nomenclature of various 220kv & 66kv class lines on Tower/H-frame under jurdiction of 220kv Agathala ss under Deesa (AM) Division.

Rates are taken as per SOR 2025-26 Vide Ref No.: ACE(CA)/EE(CEG)/Erection SOR/ Dt. 30.05.2025 & letter No: GETCO/1731/05/2025 Dt. 30.05.2025

| Sr No | SOR Item No | Item Description | Qty | Unit | Rate | Amount |
|---|---|---|---|---|---|---|
| 1 | PART-I Sr.No.7 | Painting of 'A' and 'B' type H-Frame structure with ISI mark approved paint / red oxide of Asian / Berger / Nerolac / Shalimar / Delux etc. make.<br>(i) Scrapping of old paint with scrubber.<br>(ii) One coat of red oxide.<br>(iii) Two coat of silver paint.<br>(iv) Name of line and loc. no. to be paint on H frame as per instruction of EIC.<br>Quality of silver paint and red oxide is to be approved by concern Executive Engineer before applying. | 373 | per loc | 4756.00 | 1773988.00 |
| 2 | PART-A Sr. No. 23 | Work of Painting of Line name, Location No., two coat Painting Color code of desired length and telephone no. on Tower Leg with letter of Gujarati language using ISI marked Paint as per instruction of EIC including Supply of paints and other require materials. | | | | |
| | b) | All four legs - For 2 Nos. of Line (D/C) | 0 | per loc | 431 | 0.00 |
| | c) | Two legs - For 1 Nos. of Line (S/C) | 0 | per loc | 216 | 0.00 |

Seal & Signature of Bidder

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| | | | | | | |
|---|---|---|---|---|---|---|
| 3 | PART-A Sr. No. 24 | Work of Removing Old patta, Name of Line & Location No. Telephone No., then Painting of Line name, Location No., two coat Painting Color code of desired length and telephone no. on Tower Leg with letter of Gujarati language using ISI marked Paint as per instruction of EIC including Supply of paints and other require materials. | | | | |
| | b) | All four legs - For 2 Nos. of Line (D/C) | 0 | per loc | 488 | 0.00 |
| | c.) | Two legs - For 1 Nos. of Line (S/C) | 259 | per loc | 244 | 63196.00 |
| 4 | Part - C Sr. No. 20 | Work of Painting of Line name, Location No., two coat Painting Color code of desired length and telephone no. on H-Frame (2 Leg) with letter of Gujarati language using ISI marked Paint as per instruction of EIC including Supply of paints and other require materials. | 373 | per loc. | 216 | 80568.00 |
| | | | | | **Total** | **19,17,752.00** |
| | | | | | **1%WC** | **19,177.52** |
| | | | | | **Sub Total** | **19,36,929.52** |
| | | | | | **GST 18%** | **3,48,647.31** |
| | | | | | **NET TOTAL** | **22,85,576.83** |

**Superintending Engineer**
**Circle Office, Palanpur**

**Notes:**
1. GST at applicable rate will be reimbursed in actual to the contractor only after submission of sufficient proof of such payment made to the Govt. For claiming refund of GST agency has to submit invoice in the format as prescribed by the Act.
2. The contractor shall pay 1% welfare cess to the respective Govt. Department if applicable & the same will be reimbursed on production of proof of payment. Also, bidder has to take registration of said site and submit the same to this office.

Seal & Signature of Bidder

**Gujarat Energy Transmission Corporation Ltd**
Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
**Email: sepln.getco@gebmail.com**

I/We/am/are willing to carry out work at _____ % Above / Below of (estimated amount at (A))
(In words _____ % Above / Below) the Estimated rates at (A)
mentioned above. Amount of Tender work out as under. Total amount of My Tender (E)
Rs._____ ( Amount in words Rupees _____
_____
_____)

**Signature of Contractor. With stamp**

Seal & Signature of Bidder