GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001

Email: setrmehsana.getco@gebmail.com , Web site: www.getcogujarat.com
Regd. & Corporate office: Sardar Patel Vidhyut Bhavan, Race course, Vadodara
Corporate Identity No: U40100GJ1999SGC036018

Tender No.: MTC/112026/n-76

Superintending Engineer, GETCO, Transmission Circle, Mehsana invites "On line Tenders" (e-tendering) for the work of "**Bi-Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle.** " from registered contractors in appropriate class with GETCO and who has executed similar nature of work successfully as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfill all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration.

Tender Papers & Specifications may be downloaded from Web site as https://tender.nprocure.com/ (**For view, download and on-line submission)** and GUVNL / GETCO web sites www.gseb.com & www.getcogujarat.com (**For view & download only)**.

All tender documents are to be upload (Notarized / self-attested copies of original – as specified in tender document) through online only (mandatory) on (n) procure portal including Tender fee and EMD.

Communication for registered Post A.D. or Speed Post addressed to :

The Superintending Engineer (TR),
Gujarat Energy Transmission Corporation Limited,
Circle Office, Visnagar Road, Mehsana-384 001.

NO ANY PHYSICAL DOCUMENT SUBMISSION REQUIRED.

Sr. No.	Name of Work	Estimated Cost (Rs.)	Time Limit	Tender Fee (Rs.)	EMD amount (Rs.)	Appropriate class
1.	Bi-Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle .	**12252400.20/-**	**24** Months	**8850/-** 7500 + 1350 (GST) **(Non Refundable)**	**Rs. 122525/-**	Any Class

1	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory)	**03.12.2026**
2	Date of opening of Tender fee, EMD and technical bid on-line opening at 16.00 Hours.	**03.12.2026**
3	Tentative Date of on – line opening of Price bid	Shall be intimated separately if required

IMPORTANT:

(A) All the relevant documents including tender copy to be submitted though ONLINE only. No physical documents to be submitted by bidder.

(B) All the online Annexures to be filled properly and notarized/ self-attested copies of original documents as per tender requirement must be attach with online form only. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible (readable) and should not be password protected.

(C) Tender will be evaluated on Data/ Details/ Documents of the on-line submission. For any discrepancy between online & Submitted documents, Online offer is considered as final. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

(D) Bidder has to submit Tender Fee & EMD through online payment methods only. Copy of payment to be attached with online bid documents.

(E) Payment of Tender Fee & EMD (Earnest Money Deposit):

Payment option for submission of Tender fees & EMD should be Online i.e. by **RTGS/NEFT only.**

GETCO, Mehsana Beneficiary Bank detail for online payment are as under:

Sr.	Particulars	Requisite Details
1	Name of Bank	Bank of Baroda
2	Name of Branch	Mehsana Main
3	Branch Code	MEHSAN
4	MICR Code	384012001
5	IFSC Code	BARB0MEHSAN (5th Digit- Zero)
6	Name of Account	Gujarat Energy Transmission Corporation Limited
7	Account No.	01520200030093
8	GST No.	24AABCG4029R2ZC

After payment through RTGS/NEFT, Bidder has to provide following details by e-mail on the same date of payment so payment receipt can be generated. Mail should on below mail addresses with contains details:

Sr.	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**)

Mail to: cashiermhs.getco@gebmail.com
Copy to: aotr.mehsana@gebmail.com
setrmehsana.getco@gebmail.com

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

(G) No physical tender shall be accepted / opened. Online bid receipt after due time of tender or any other reasons and the Corporation shall not assume any responsibility for late receipt.

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

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

The Superintending Engineer,
Gujarat Energy Transmission Corporation Limited,
Circle Office, Visnagar road, Mehsana, - 384 001.

Yours faithfully,
Superintending Engineer
GETCO, Mehsana

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

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

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To be submitted with Q.R BID (On letter head with following declaration)

Declaration regarding acceptance of all Terms & Condition

TENDER NO.: MTC/112026/n-76

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

1) I / we, the undersigned, have read and examined the above tender documents in detail.

2) I / we declare that our bid is strictly in line with Tender Specification 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 tendering Company

SEAL / STAMP

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA

Date :

INTEGRITY PACT

OUR ENEAVOUR

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

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

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Name :
Designation :

Name :

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

Annexure-II

Details of experience in last three years from the due date of tender

Sr. No.	Name of s/s	Order reference no. & Date	Order value	Nos. of sub-stations/feeder bays	Due date of completion	Actual Date of completion	Order fully executed Yes/No	Status if order under execution
A	Gujarat Energy Transmission Corporation Ltd.							
1								
2								
3								
4								
5								
B	Other state electricity board							
1								
2								
3								
4								
5								
C	Private Firms							
1								
2								
3								
4								
5								

Annexure-III

List of work completion certificate submitted with technical bid

Sr.	Name of work	Name of the authority by whom the work completion certificate issued	Reference No. & Date
1			
2			
3			
4			
5			

Qualifying Criteria Table:

Sr. no.	Qualifying Requirements
1.	**Registration** : The bidder shall be strictly a GETCO register contractor for UG cable line work of any class.
2.	**Technical Criteria**: **Erection of minimum 05 RKM line of 66KV or above Voltage class with UG cable.** OR The bidder should have carried out minimum 5 nos. of similar nature of work like Repairing /rectification/Shifting work of 66KV & above class with UG Cable. *"Minimum work experience required cumulatively in last 3 financial years"*
3.	**Financial Criteria**: The bidder shall submit the Bank solvency of the amount which is 20% of the total estimated cost of tender.

Note:- ***The bidders must be attach submitted all above documents scanned copy on n-procure.***

Other Documents requirement:

1. GST Tax Registration No. date / issuing authority.
2. Details of Partners/Directors of the Firm/Company. Partnership deed if applicable.
3. Copy of power of attorney as the case may be.
4. PF registration along with proof of last challan etc.
5. The Bidder should have to submit copy of PAN card.
6. Financial capability (IT returns with Balance sheet, Profit loss statement of Last three years)
7. Payment of Tender fee and EMD.
8. Experience Certificate of similar work carried out with WCC.
9. Tender NEFT/RTGS of Tender Fees, EMD
10. List of tools and tackles.
11. Electrical Contractor's license.
12. Any other documents required for particular and specific work.

The bidders must be attach submitted all above documents scanned copy on n- procure.

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

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CHECK LIST OF DOCUMENTS SUBMISSION

TABLE-A		
Mandatory to upload on-line only (pdf file)		
No.	**Particulars**	**Check Mark**
1	Scan of NEFT/RTGS of Tender Fee Amount / Online payment receipt	
2	Scan of NEFT/RTGS of EMD Amount / Online payment receipt	
3	Registration document as Approved Contractor in Appropriate Class	
4	Work completion certificate in Form No.3A (Experience Certificate as main contractor) only as Per Qualification Requirement	
5	Bank Solvency Certificate	
6	GST Registration Number Documents	
7	Nature of Firm: Partnership deed/Latest Form-G/ POA/Authorized Signatory Certificate for Partnership	
	Self-Affidavit/POA/Authorized Signatory Certificate for Proprietorship	
8	Provident Fund Code Number Documents	
9	PAN Number Document	
10	Income Tax Return, Profit Loss Accounts and Balance sheet of Last Three Financial Years	
11	Electrical Contractor License	
12	List of tools and tackles	
13	Filling Annexure 1 to 8	
14	Declaration of Relation with Employee & Conflict of Interest	

SCOPE OF WORK

1. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
2. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere. The Scope of the proposal shall be on the basis of a single Bidder's responsibility for a particular line completely covering **Bi-Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle.** specified under the accompanying Technical Specifications. It will include among others as specified therein the following. a) Detailed Engineering. b) Insurance, Dismantling, Re-Stringing of line. The above work shall be done as per GETCO's approved drawing/ layout.
3. Necessary field quality plan of GETCO shall be implemented and necessary documentation shall also be maintained as per GETCO's norms and instruction of EIC. If required field quality plan shall be available at field offices.
4. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
5. All work should be done accordingly to ISO & FQP and all require documents including Filled FQP, testing results etc. should be submitted while handing over the completed work.
6. The quantity mentioned in price bid is tentative and may vary in actual work order.
7. As per requirement of field office, agency informed by mail by this office to carry out primary site visit, work content, prepare MOM & BOQ with in-charge engineer. Above work to be carried out within 48 Hrs. of information by this office.
8. Detail Sub-order release to be issued by this office for which MOM/BOQ received from field. Agency have to complete work as per urgency of field office requirement & Tentative planning & completion period should be mentioned in MOM.

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SAFETY CLAUSE

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

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

Sr. No	Amount of Contract in Rs.	Penalty amount per person
1	Up to →1 Lac	Rs.5000/- plus GST as applicable
2	Above1 Lac to → 10 Lacs	Rs.25000/- plus GST as applicable
3	10 to → 100 Lacs	Rs.100,000/- plus GST as applicable
4	> 100 Lacs	1.0 % plus GST as applicable

2. **Reporting**:-

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

3. Safety Requirement:

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

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

I. Safety equipment available and utilize.
   (a) Helmet.
   (b) Safety belt.
   (c) Safety shoes.
   (d) Live line Voltage detector

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

III. T & P physical Check. (Healthiness and Quality)
   (a) P. P. rope.
   (b) Wire rope and sling.
   (c) Earthing rod

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

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

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

WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. Contractor has to provide ISI marked ELCB / MCB having sufficient capacity of standard make at point of supply.
3. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.
4. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried – out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
5. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
6. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
7. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
8. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
    a. Satisfy the Engineer that the appliance is in good working condition;
    b. Inform the Engineer of the max. current rating & voltage of the appliances;
    c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
9. The Engineer will not grant permission to connect until he is satisfied that;
    a. The appliance is in good condition and is fitted with suitable plug
    b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.
10. No electric cable in use by the contractor/ Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
11. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the contractor. While working on electric lines/ equipment, whether live or dead, suitable type

and sufficiently quantity of tools will have to he provided by the contractor to electricians/ workmen/ officers.

12. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and to also to all the authorities envisaged under the applicable laws.
13. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.
14. The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
15. it is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following;
    a. Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
    b. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
    c. Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
    d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
    e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

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

a. Fatal injury or accident Causing death	Rs. 1,00,000/- per person plus GST as applicable	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 plus GST as applicable	injury to any person,

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

ANNEXURE-A
OUR ENDEVOUR - Safety a habit

To create environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society a the nation, safety guidelines are agreed upon by the agency as under.
Safety is our prime concern and zero accident is our goal. In order to prevent the accident, while execution of works in indoor and outdoor systems of GETCO, the following guideline and preventive measures are identified.

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

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

GENERAL COMMERCIAL CONDITIONS

The Gujarat Energy Transmission Corporation Ltd., **Mehsana** hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **"Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle."** Detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.

1. The validity of tender is ***180 days (AS PER PARTICULAR TENDER REQUIREMENT)*** from the date of opening of technical bid

2. **Earnest Money Deposit :**
   A. Bidders are requested to pay an earnest money deposit by **Online-payment (NEFT/RTGS) mode only** for the amount as specified in the tender notice of on any Nationalized Bank payable at Mehsana for the amount as specified in the tender notice. Payment of EMD in any other form shall not be accepted.
   B. Tenders no accompanied by EMD shall be rejected.
   C. If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.
   D. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.

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

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.

4. Evaluation of Online Offer

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

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

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

5. 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 above Clause.

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."

Performance certificate & Documents for Experience criteria:

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.

7. The tenderers shall specifically note that the Tenders are invited on percentage basis only.

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

9. Security deposit: -

The contractor will have to pay the Security Deposit at 5% of the order value by **Demand Draft/ RTGS/ NEFT** in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD" PAYABLE **AT Mehsana,** A/c. name of bidder' upon placement of the LOI within 10 days. Alternatively, you may pay the entire S.D. in the form of B.G. in case S.D value is more than Rs. one lakh as per approved format of the GETCO issued by Nationalized/Scheduled Bank. The security deposit will be refunded only after the completion of guarantee period of 1 year of work done or finalization of final bill whichever is later.

10. Contract Period: -

The time allowed for completion the work is ***24 Months*** from the date of the commencement of the work, failing which the penalty ½% per week or part thereof plus GST as applicable on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value will be imposed.

The work should be commenced immediately within 12 hours from the date of receipt of instructions from this office by telephone/e-mail for which sub-order will be issued as per primary site visit with MOM with in-charge and work should be completed as per site requirement but within 30 days for emergency line restoration as per site condition.

However, if the amount remains pending in ARC extension may be given up to completion of amount with mutual understanding. Further if required, the ARC may be extended for one year with mutual understanding with the same rate and terms and condition

Special ARC Condition:
"Agency Finalized under ARC has to carry out work in to nearby circle in case of emergency"

11. The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer in charge depending upon emergency of work, GETCO reserves the right to reduce the time limit without giving any notice.

12. 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 in required head as per nature 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. Registration charges will not be reimbursed.
4. The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value. The modality of payment/ reimbursement of welfare cess will be as under.

5. 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. Copy of Registration certificate shall be submitted before submission of 1st RA bill
6. 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.
7. 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.
8. The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

13. GST Registration on GETCO's web portal:

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.

On forfeiture of EMD, SD or guarantee under the terms and condition 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

14. 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 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 of 15% per annum if GST charged is not paid /short paid to the government or fail to upload the details or uploads inaccurate particular on GSTIN portal by the Supplier /Contractor within the stipulated time limit.

In case, GOVT. revise the rate of GST rate /code during the tenure of the contract the provision of statutory variation clause shall apply."

Final bill shall be passed & paid & SD shall be released only if contractor has duly discharged its GST liability related to the contract and submit C.A. certificate and under taking.

STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer, if it takes place within the original contractual delivery date will be to 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 GETCO.

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

13. The contractor will have to give indemnity bond on Non-Judicial Stamp paper of value Rs. 300/-to GETCO for material as per attached format. The cost of stamp paper will be borne by the contractor.

14. Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Circle office **Mehsana** before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be borne by the contractor.
15. The contractor will have to give safety cum indemnity on Non-Judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be borne by the contractor.
16. Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Transmission Circle, GETCO, MEHSANA before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be borne by the contractor.

17. **Guarantee: -** It is the responsibility of the contractor to handover the complete work free of all defects. If within a period of **One (1) year** from the date of handing over the work it is noticed that any defects occurs due to bad workmanship, it is the duty of the contractor to rectify / replace the same at his own cost. If within seven days from the date of receipt of such notice, the contractor does not take up the work, same will be carried out at his risk and cost.
18. 10% amount of bill will be retained from each RA bill for the work executed after the scheduled date of completion and on finalization of time limit extension by competent authority; this amount will be released after deducting amount towards the time limit penalty if any.
19. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
20. The quantum of the work as mentioned in estimate/ schedule –'B' is tentative and it can be varied or differed as per site condition. The payment shall be made only on actual work executed or order quantity, whichever is less.
21. The tenderer will be abided by and fulfill all the terms and provisions of the "Tender & Contract" for works as applicable and incase of any default there to the GETCO shall forfeit the S.D. or any other action as may be decided by Superintending Engineer, GETCO, Circle office, Mehsana.
22. The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by field Engineer at his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.
24. GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
25. No part rate or reduced rate shall be allowed in final bill.
26. The contractor has to follow all labour laws, safety rules and regulations. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety/ security of men, materials and equipments shall be sole responsibility of the contractor.
27. The compliances of all Central/ State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.
28. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. GETCO reserves the right to reject any or all tender without signing any reasons whatsoever.
29. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
30. The tender includes all minor accessories and items of work which are not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
31. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.
32. No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.
33. GETCO will not pay any idle charge for any site conditions or any circumstances.
34. In case of any dispute/ doubt, the decision of Superintending Engineer (TR), GETCO, MEHSANA. shall be unchallengeable, final and binding to the contractor.

35. The contractor has to remain in close day to day contact with Engineer in charge of work i.e.DE S/s /Line concern who will issue detailed instruction for the commencement of the work.
36. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office.
37. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
38. The contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at contractor's risk and cost.
39. The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of on line tender, does not qualifies the tenderer to offer the bid.
40. Tender offer without payment of EMD required certificate, documents, list of tools, tackles, equipments etc. required for execution of job will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, MEHSANA will be final and unchallengeable.
41. The Contractor will be governed by The GETCO's general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the contractor will have to sign this booklet along with other document and agreement. All the usual terms and conditions of the GETCO, through the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the Superintending Engineer shall be binding on the contractor.
42. After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
43. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
44. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage.
45. If required by GETCO you shall have to provide free to and fro traveling facility to our Junior Engineer or Technical staff for the work.
46. The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in charge.
47. For shortages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges.
48. No subcontractor, Power of Attorney shall be allowed without prior approval of competent authority.
49. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate legal action if required. Similarly as per instruction of Engineer in charge, you have to credit the material at GETCO store without any loss of time failing to which GETCO shall initiate legal action if required.
50. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
51. The contractor has to submit the list of tools, tackles, equipments with him along with his tender offer. The tender without this list and other required documents (as mentioned above herein the tender) should be rejected out rightly.
52. The bidder shall specifically note that GETCO will not pay any extra amount towards any type of claim except for the description indicated in Schedule – 'B'. The party has to carry out all other/ additional required activities/ works as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per site condition and for this work no extra payment shall be made by GETCO.

53. GENERAL: -

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

54. Billing and Payment Terms:

55. You should upload the original Invoice & relevant documents which are digitally signed by Vendors / Suppliers/Contractors on Vendor Management System (VMS) Portal, www.vms.guvnl.com. The supporting documents duly signed, stamped and scanned are required to be uploaded. The VMS portal also provides 'real time' tracking of invoice status, to monitor the process of submissions and to receive timely updates.

(a) The contractor shall have to submit the RA bill of order to the concerned Executive Engineer of concerned division for payment.

(b) If net payable amount is more than Rs 10.0 Lacs, payment will be released from circle office/corporate office.

(c) The payment will be released within 60 days. However, in case of any delay due to any eventuality no interest charges shall be paid.

(d) All the bills in accordance with the above clauses must be submitted with the following information:

1) Item wise work done during billing period.
2) Item wise cumulative work done.
3) Account for material consumed and balance stock.
4) For non-submission or part submission of above information, an additional 5% amount of the respective RA bill shall be withheld and shall only be released at the time of final bill.

(e) Any outstanding recoveries of GETCO for any other than this transaction or anywhere done in GETCO can be recovered from this contractor's/ supplier's payment which is authentically approved by competent authority.

56. PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

57. Quantities given in the Schedule of erection in price Bid are to be executed by the contractor at the rates accepted by the Board in the A/T. In case of any deviation in tower quantity / type of tower / length of line, excavation / concreting resulting into an increase in which event the field officer shall obtain prior approval of the Head Office and excess quantity shall be paid only at the accepted rate of the A / T. No any Excess work / amount to be executed without prior approval of competent authority.

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

59. CONTRACTOR'S SITE ESTABLISHMENT

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

60. CO-OPERATION WITH OTHER CONTRACTORS

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

61. PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by 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.

SPECIAL COMMERCIAL CONDITION FOR TENDERER

1. TAKING DELIVARY AND INSURANCE: -

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

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

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

2 **STORAGE-CUM-ERECTION-INSURANCE: -**

2.1 The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of 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, fire etc. for the complete period of storage, erection and commissioning up to the time of taking cover of the sub-station/line by GETCO. The contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished/submitted to Engineer-in-charge of GETCO.

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

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

3.0 INSURANCE

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

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

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

3.4 Workmen's Compensation Insurance

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

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

3.5 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.

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

3.7 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.

3.8 **PENALTY FOR DELAY: -**

1. The bidder should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty ½% per week or part thereof as applicable on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value as applicable will be imposed.
2. In event of failure of the Contractor to pay the amount of Penalty as demanded, the Owner shall be entitled to deduct the amount of Penalty for delay from the amounts payable to the Contractors under any bills raised under this contract or any other contract with the GUVNL and its Subsidiary Companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL, PGVCL UGVCL. It is permissible for the Owner to adjust the amount of Penalty of delay against any Bank Guarantee furnished by the Contractor under this contract or any other contract with GUVNL and/or its subsidiary companies.
3. If it is found that the work is unsatisfactory or not progressing as per the program / BARCHART / Target period, any action taken by the GETCO, as may be deemed fit, to see that work is completed as required by the GETCO, would be at the risk and cost of the contractor..
4. Any delay causing extension of outages shall be contractor's responsibility and appropriate amount (in term of Rupees) as decided by Ex. Engineer (AMD) of Concern Division shall be recovered from Contractor's bill as a penalty.

Taxes and Duties:
3.5.1 As regards the income Tax, surcharge on income tax and any other corporate tax, Excluding GST and excluding welfare cess 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.

3.5.2 Notwithstanding the tax liabilities as per the sub-clause14.1 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.

3.5.3 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the

contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-contractors. Besides the said statutory variation, no other statutory variation shall be payable by the owner.

3.5.4 The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Sign & Seal of Contractor Page 8 Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 14.3. 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.

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

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

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

GST:
In case, GOVT. revise the rate of GST rate /code during the tenure of the contract the *provision of statutory variation clause shall apply."*

"RIGHTS OF THE OWNER:

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

TERMS & CONDITIONS REGARDING INDUSTRIALLAWS AND OTHER RELATED MATTERS

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

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

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

2) Labour Laws

(I) Person below the age of 18 years shall not be employed for the work.
(J) No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.
(K) Contractor shall maintain a valid labor license under the contract labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.
(L) The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respective thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with areas under :-

(i) Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.
(ii) Payment of deposit in respect of each contract labour at the rate as per admissible with the office of commissioner of Labour as per the contract Labour (Regulation and abolition Act.).
(iii) License fee as prescribed under the contract labour (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.
(iv) Paid leave facility and wages as per the provision of the factories Act at the rate of one day for every 20 days of working.
(v) Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labour laws.
(vi) Payment of compensation in case accidental injury.
(vii) Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

3) Provident fund & Family pension Scheme: -

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

4) Deposit Linked Insurance Scheme :-

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

(5) Administrative Charges:-

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

(6) Paid Leave Facility:-

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

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

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

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

(9) Contractor to Identify the GETCO:-

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

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

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

GENERAL TECHNICAL CONDITION:

1. The erection work should be carried out according to the specification and as per instructions and programmed laid out by the Engineer in-charge of the work.
2. The contractor should employee as Supervisor with sufficient qualification and experience who can supervise the execution of work throughout. He should always be present on the site.
3. Cutting, bending, welding, brazing, wherever necessary is to be done by the contractor.

4. The contractor has to carry out all the works in accordance with revised and latest provision under I.E. Rules Act made there under and as per instruction of Engineer in charge.
5. Contractor has to co-ordinate E.I.C. for planning of outage and work schedule thereof, so as to complete all the planned work in outage. Contractor has to deploy adequate manpower accordingly.
6. In addition to the general of the construction particular, attention shall be paid to the final finish and every effort shall be made to have the entire work contented with standard of workmanship by the contractor.
7. **Electricity Rules**: -All the works shall be carried out in accordance with latest rules under Electricity Act.
8. **Testing**: - Complete installation shall be put to the necessary test as required and shall be got approved by Government Electrical Inspector.
9. **CONTRACTOR'S MATERIALS BROUGHT TO SITE**
   a) The Contractor shall bring to Site all materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
   b) After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

10. FIELD OFFICE RECORDS

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

11. Contractor shall purchase all brought out items as per schedule-B with taking prior approval from **Executive Engineer (AM), GETCO, of Concern Division**. Any item without approval shall not be permitted and GETCO shall not be responsible for accept such items.
12. **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.

13. CONTRACTOR'S FIELD OPERATION

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.

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.

14. PROGRESS REPORT

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

15. MAN-POWER REPORT

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.

16. Contract Quality assurance:

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. 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.**

GENERAL CONDITIONS OF CONTRACT
(C) GENERALTERMS &CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 **DEFINITION OF TERMS**

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

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

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

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

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

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

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

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

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

1.10 The term "Erection portion" of the contract price shall mean the value of field activities of the works including erection, testing, and putting into satisfactory operation including successful completion of performance and guarantee test to be performed at site by the contractor including cost of insurances.

1.11 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.

1.12 '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.

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

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

1.15 '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.

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

1.17 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.

1.18 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.

1.19 '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.

1.20 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.

1.21 '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.

1.22 '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.

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

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

1.25 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

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

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

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

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

2.0 APPLICATION

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

3.0 STANDARDS

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

4.0 LANGUAGE AND MEASURES

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

5.0 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

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

7.0 CONSTRUCTION OF THE CONTRACT

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

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

procedures for transport from owner's stores, insurance, unloading storage handling at site installation testing & commissioning.

7.2 In case erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favor of the Owner in the form acceptable to the SE(TR) GETCO MEHSANA 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 Vadodara shall have exclusive jurisdiction in all matters arising under this Contract.

9.0 EXECUTION OF CONTRACT:

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

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

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

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

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

10.0 ENFORCEMENT OF TERMS

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

11.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

12.0 TIME – THE ESSENCE OF CONTRACT

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

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

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

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

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

13.0 EFFECTIVENESS OF CONTRACT

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

14.0 PENALTY FOR DELAY

14.1 The total amount of penalty for delay under the Contract will be ½ % per week on delayed work amount subject to a maximum of 10% of the **Contract prices** detailed in the Special Conditions of Contract (SCC).

15.0 GUARANTEE

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

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

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

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

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

16.0 TAXES, PERMITS & LICENCES

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

18.0 DEFENCE OF SUITS

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

20.0 LIMITATION OF LIABILITIES

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

21.0 ENGINEER'S DECISION

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

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

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

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

22.0 POWER TO VARY OR OMIT WORK

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

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

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

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

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

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

23.0 ASSIGNMENT AND SUB-LE TTING OF CONTRACT:

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

24.0 CHANGE OF QUANTITY

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

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

26.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

27.0 NO WAIVER OF RIGHTS

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

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

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

29.0 PROGRESS REPORTS

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

30.0 TAKING OVER

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

31.0 PAYMENT

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

32.2 Currency of Payment

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

32.3 Terms.

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

33.1 Application for Payment

33.2 The Contractor shall submit application on VMS portal of GUVNL with all requisite documents with prescribed formats to the Owner.

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

34.2 Every interim payment certificate shall certify the Contract value of the Works executed 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

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

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

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

35.0 DEDUCTIONS FROM CONTRACT PRICE

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

D. RISK DISTRIBUTION

37.0 INSURANCE

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

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

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

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

ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

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

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

38.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined 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, warfare and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

41.0 FORCE MAJEURE

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

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

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

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

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

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

42.0 SUSPENSION OF WORK

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

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

43.0 CONTRACTOR`S DEFAULT

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

If such excess is greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner and if such excess is less than the sums due to the Contractor, Owner shall pay the balance to the Contractor. For facilitating such payment, Owner shall pay the balance to the contractor. For facilitating such payment, Owner shall encash the Bank Guarantees of Contactor available with Owner/s and retain such other payment due to the Contractor under the Contract in question or any other Contract that the Owner/s may have with the Contractor. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

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

FOR WORKS CONTRACTS & COMPOSITE CONTRACTS

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

50.0 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 for particular quoted item, as above.

GENERAL CONDITION

A. GENERAL TERMS: -

1. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. The Superintending Engineer, MEHSANA reserves the right to reject any or all tender without signing any reasons whatsoever and decision of the Superintending Engineer (TR), MEHSANA will be final and unchallengeable.
2. In case of any dispute / doubt, the decision of The Superintending Engineer (TR), **MEHSANA**, shall be unchallengeable, final and binding to the Contractor.
3. Tender offer without payment of E.M.D/Tender Fee, required Certificate, Documents, bar chart list of Tools, Tackles, Equipments, blank tender etc. required for execution of job will be out rightly rejected. The tenderer should furnish details of past experience of such job of similar nature completed by him satisfactorily within the time limit in GETCO without this certificate offer shall be rejected out rightly.
4. The competent authority can delete any items in schedule of the tender, if he feels that the rate quoted by contractor act. That item is abnormally high completed to the estimated rates. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the Contractor.

B. GENERAL TERMS FOR CONTRACTOR :-

1. The erection work should be carried out according to the specification and as per Instructions & programmed laid out by the DE / Executive Engineer-in-charge of the work. Contractor has to co-ordinate E.I.C. of planning of outage & work schedule thereof, so as to complete all the planned work in outage. Contractor has to deploy adequate manpower accordingly.
2. The contractor should appoint supervisor with sufficient qualification and experience who could supervise the execution of work throughout. He should always be present on the site as far as possible. Qualification & experience certificate of deputed supervisor to be submitted to GETCO.
3. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter. Prior intimation in writing for starting the job will be given by GETCO for the work.
4. The contractor shall see the line route before quoting the rates.
5. The Contractor has to follow all IE rules, Insurance rules, GETCO rules labours laws, safety rules and regulations at his risk & cost. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety / security of men, materials & equipments shall be sole responsibility of the contractor. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office. All other general terms and conditions as prevailing in the GETCO shall be applicable to this contract. The contractor will be governed by the GETCO's general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the contractor will have to sign this booklet along with other documents and agreement. All the usual terms and conditions of the GETCO, though the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the **Executive Engineer (AM), of Concern Division** shall be binding on the contractor.
6. The bidder shall have the experience of erection line should be as mentioned in Technical/Commercial Bid..
7. The tenderer should quote for complete erection work, testing and commissioning of line as indicated in the Schedule "B" and as per terms and conditions.
8. It will be bidder sole responsibility for erection of complete line in all respect, accordance with latest rules under Electricity Act and approved by Electrical Inspector.
9. Above terms and conditions are part and partial of tender and will be observed
10. The Contractors has to engage required strength of skilled persons for Transportation, Loading & unloading work and proper Supervisor to avoid complication & unnecessary delay to complete work timely. The Contractor will be totally responsible for labour claims arising out of the labour employed for this job.
11. The detailed drawings of equipments can be seen from concern GETCO office during any working day and the equipments which are to be erected can also be seen physically at **GETCO** store during any working day and time.

12. Contractor has to ensure safe shifting and erection of all accessories / equipments as per standard norms.
13. The Contractor has to arrange for minor fabrication (if required) at free cost. The tender includes all minor accessories and items of work which may not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
14. The contractor has to co-ordinate & co-operate fully with Engineer-in-Charge and commissioning Engineer of the supplier for erection of all equipments / structure / accessories, etc., and any other items which are not conveniently included in the specification but requires for completing the job.
15. The Contractor has to remain in contact in close days with Engineer in charge of work who in turn shall issue detailed instruction for the commencement of the work.
16. The Contractor will be solely and responsible for any accident / damage either to equipments or any human being during the time of execution of work.
17. Either you or your authorized person should contact our concern S/Dn as well Div office, Concern Division. office, daily, for the availability of equipments required for this work, failing to which this work order shall be terminated without giving any notice.
18. The Contractor will have to give indemnity bond to GETCO against any possible claim of compensation for damage to contractor's equipments or staff or any of third party during the execution of work.
19. The Contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at Contractor's risk and cost.
20. The contractor has the experience of survey work and produces the list of survey instrument and bio-data of Supervisor / Surveyor / Engineer / Technician to be engaged for the job.
21. If the work is required to be carried out during specified outage then the contractor has to deploy adequate man power, material, tools etc. well advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage. Contractor has to co-ordinate E.I.C. of planning of outage & work schedule thereof, so as to complete all the planned work in outage.
22. If required by GETCO you shall have to provide free to & for traveling facility to our field Engineer or Surveyor for the work.
23. The Contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer - in - charge.
24. The tender shall invariably furnish a monthly average erection capacity (in km. and rating) along with list of available machinery, tools and tackles etc. for erection of line.
25. The tenderer shall not submit offer for erection or foundation work.
26. No subcontractor, Power of Attorney shall be allowed.
27. Any excess work done beyond specification and drawing shall be at Contractor's risk and cost.
28. During the stringing work of line if any EHT / 11KV / L.T. line comes on the way the Contractor has to dismantle, restringing, kept on original position etc. work to be carried out. No any charges will be paid extra for this work. Further work to be carried out in co-ordination with concern DISCOM personnel for proper identification of feeder / LT line as well as you have to strictly observed all the safety rules of GETCO.
29. The bidder shall specifically note that GETCO will not pay any extra amount to wards any type of claim except for the description indicated in Schedule "B'. The party has to carry out all other / additional required activities / work as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per the site condition and for this work no extra Payment shall be made by GETCO.
30. In addition to the general of the construction particular attention shall be paid to the final finish and every effort shall be made to have the entire work contented wish standard of workmanship by the Contractor.
31. No any idling / gang mobilization charge will be paid by GETCO in any circumstances.
32. No part rate or reduces rate shall be allowed in final bill.
33. **The interpretation of specification doubts etc: -** In case of any doubts about what is mentioned in specification or schedule or elsewhere, the tenderer should get all doubts cleared from the Department

in writing and in advance of filling in the tender. In case of difference of opinion about interpretation of specification etc. the decision of Ex. Engineer (TR). /SE(TR) will be final and shall be binding to the contractor to the tenderer.

34. Power supply should be arranged by contractor at his own cost. For that temporary connection to be obtain by contractor from Distribution company for the said work.

35. For nay digging required outside GETCO premises, registration on **CBuD (Call before u dig)** portal must be required by agency. No work will be initiated without above registration. In failure of which, any occurrence to other asset observed, agency will be responsible for that damage.

C. **SIGNING AGREEMENT:-** The Contractor will have to sign an agreement as per GETCO's rules in the prescribed form of the GETCO. The cost Rs. 300/- of the Stamp Paper will have to be borne by the Contractor.

D. **WORKING DAYS:** In case, it is not possible for the contractor to continue, the work either due to heavy rains or other reasonable causes, such facts should be immediate reasons to the notice of the Executive Engineer in writing. If the reasons for stopping the work are genuine, the Engineer may ask the contractor in writing to stop work be cases (for such stoppage) are overcome and the Engineer will ask the Contractor to start the work again in written, the period of such stoppage will not be considered as a part of working month moreover the contractor cannot claim compensation for such work. Contractor will not allow to work after working hours except in special case, if any.

E. **TERMS OF PAYMENT:**

You should upload the original Invoice & relevant documents which are digitally signed by Vendors / Suppliers/Contractors on Vendor Management System (VMS) Portal, www.vms.guvnl.com. The supporting documents duly signed, stamped and scanned are required to be uploaded. The VMS portal also provides 'real time' tracking of invoice status, to monitor the process of submissions and to receive timely updates.

1. Normally, one R.A. Bills will be on each release/Sub-order issued, however, looking to the progress of the work it will be reviewed mutually and 90% of the cost of work done will be paid to the Contractor on his presentation of R.A. Bill giving the material account thereof. Remaining 10% Payment will be made after the entire work is completed satisfactorily in all respect. The Bill should be submitted to concern GETCO's **Executive Engineer (AM), of concern Division on VMS Portal.**

2. The GETCO will be untitled to deduct directly from the bills to be paid to the contractor any sum or sums payable by you and which sum/sums the GETCO is required to pay as principle employers on account of your default in respect of all liabilities referred to in above clauses.

3. In case of any farmer's objection / ROW, contractor has to mobilize his all efforts to clear the objection in consultation with GETCO authority. No extra Charge will be paid for such effort.

4. The contactor shall co-operative with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill all the requirement which are necessary to finalizes the accounts on the basic of its records and pay him such amounts as if found due to him, together with the amount of security deposit if any remaining payable to him after deduction there from the amount due by him to the GETCO. The GETCO shall not entertain further claim from thereafter.

5. THE GETCO shall deduct the Income - Tax & Taxes as per prevailing rules from each and every bill.

6. All the bills for erection, separately for each line should be presented with the following information on each bill.

(i) 90% bills for erection should be serially numbered giving the work done under each item up to period of billing, work done for which the claim is made in the bill and up to date work so for done. Items in erection bill should correspond to items mentioned in schedule of A/T.

(ii) Balance payment bills should be prepared at the end of the job for each line section under the jurisdiction of the concerned Deputy Engineer which should give the complete information of work carried out, total payment due, actual payment received up to date and the balance amount claimed, It should also accompany a statement of reconciled material account tower wise and line wise.

7. 10% retention money will be deducted from each R.A. bill.

8. No higher rate or revised rate will be applicable for the work, if work is held-up / closed due to whatever so reasons.

9. R.A. Bill shall be paid if GETCO satisfy with the output of works otherwise only final bill shall be paid.

10. The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by field Engineer at his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.

11. The contractor shall co-operate with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill all the requirements which are necessary to finalize the accounts on the basis of its records and pay him such amount as if found due to him together with the amount of security deposit. If any remaining payable to him after deduction there from the amount due by him to the GETCO.

12. The contractor will not be eligible for any extra payment in respect of minor accessories and items of work.

F. **AVAILABILITY OF MATERIALS AND IDLE LABOUR CHARGE:** Materials are readily available and arrangement made to procure the rest. However, the Contractor should be carrying out the work as and when the materials are received. No idle labour charges will be Bourne by the GETCO in case such occasion of idle labour arises, due to want of any materials. However, this idle period will be counted for the period of assessing the time limit for completion of work as mentioned in the work order. Contractor has to collect the material as and when available and should be keeping in his safe custody.

G. **PROGRESS OF WORK & REPORTING :**

1. Contractor has to submit their working schedule along with tender to complete the line in view of time limit given in tender Bar chart is also to be submitted.

2. **PROGRESS REPORT:** Fortnightly progress reports in DUPLICATE shall be regularly submitted to the **Executive Engineer (AM), of concern Division** and the concern Engineer-in-charge with a copy to SE, **MEHSANA**. Bar chart duly signed by contractor shall be submitted at the time of commencement of work.

H. **MATERIAL, DELIARY & HANDLING :**

1. All material / equipment required for this work as per schedule shall be delivered at any store center of GETCO jurisdiction & contractor has to take delivery from these stores at his own cost only.

2. The contractor shall be responsible for breakages, losses & thefts of material during transit or erection after the materials are issued from stores will, the completed work is taken over by the GETCO.

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

4. **STORAGE-CUM-INSURANCE**:- The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of s/s or line materials, which are required to complete the s/s or line. Contractor shall have to take 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 transmission line or S/S by the Board. The contractor shall deal directly and pursue the claim with the insurance company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished to Engineer-In-Charge.
No material shall be issued to bidder/erection agency in absence of such insurance policy. The risk shall be covered for lifting of material from store to final handling over to GETCO. Further In absence of the above insurance policy, R. A. Bill payment will be withheld.

5. **RETURN OF EMPTY CONDUCTOR DRUMS:** The empty wooden drum of earth wire and conductor as well as insulator crates will not be required to be returned back by the contractor to the GETCO stores.

6. **ACCOUNTING OF GETCO MATERIALS: -** The contractor will be fully answerable and responsible for all the material issued to him for the work by the GETCO for any theft, loss of pilferage and shall have to furnish account for the same after completion of the work and before preparation of final bill, If the loss referred to above is not made good before final bill as per rules of the GETCO. Contractor has to maintain Site Register Material Account Register regularly.

7. The structure & equipment required for line erection work shall be delivered at central store by GETCO at free of cost and it must be shifted to site without damaging the equipment must be kept in position as per instruction of In charge Engineer and Manufacturer's manual. The M.S. Girder required for line erection work will be provided at one end of the line by GETCO. The trip of Girder should be of minimum 20 Girders.
8. The Contract has to shift the material at site with packing case and it should open carefully without damaging the equipment. The packing case must be returned to the store in good condition and stacked as directed by Engineer-in-charge.
9. The equipments must be cleaned, washed if required before erection. The initial testing wherever required should be carried out first with the help of Engineer-in-charge before erection, such as measuring continuity test or any other test found necessary.
10. THE GUJARAT ENERGY TRANSMISSION CORPORATION LTD. shall supply Steel Section required, for earth mesh / structure / G.I. / M.S. strip for earthing the equipments structures with nut and bolts, power cable, control cable, L.T. cable, Clamps connectors and C.I. Plate for small pit etc. at free of cost subject to condition mentioned in schedule-B.
11. Wooden charcoal, salt, black cotton soil, G.I. pipe, G.I. strip, G.I. wire, nut & bolts lugs etc. required for earthing shall be procured by the contractor as per specification given is Schedule B.
12. Contractor will fully and solely responsible for any shortage, damage, leakages to the equipments or any it's accessories that may occur during transportation dragging, draining of oil, erection work etc.
13. In case of non - availability of some items / materials you will have to collect the same from other nearly store center for which you shall be paid as per GETCO's rules and S.O.R. rate.
14. After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
15. For shortages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis or prices of the materials (prevailing the date of settlement of materials Account) plus 15% supervision charges.
16. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate Police actions, similarly as per instruction of Engineer-in-charge, you have to credit the material at GETCO store without any loss of time failing to which GETCO shall initiate Police action.
17. **Accounts of Materials issued :-** The contractor shall have to maintain accurate day to day and item wise account of use of issued materials which shall be got checked from time to time by the representative of the GETCO. The contractor will be responsible for custody and preserving the issued materials till the work is handover by the Contractor after completion.
18. The contractor has to maintain site Register, covering all the daily details of Material receipt & utilization, progress of work etc. This register shall be checked and signed by Engineer in charge, **Executive Engineer (TR), of Concern** ***Division & SE (TR) & ACE (TR) of concern Circle/Zone*** during the site visit. Any bill without site register shall not be passed. The GETCO shall not entertain further claim from thereafter.

I. **TOOLS :-**

1. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
2. No special tools and tackles such as compression joint machine, jointing dies, come along clamps, dynamo meter etc. shall be given by GETCO.
3. Erection tools required during construction of lines shall be arranged by the contractor at his own cost. Adjustable stub templates will however be supplied by the GETCO which shall be returned by the contractor in Good condition on completion of the works.
4. Contractor will have to make his own arrangement for all tools, tackles, wire ropes etc. for the work.
5. The contractor has to submit the list of tools, tackles, equipments with him along with his tender offer. The tender without this list and other required documents (as mentioned above herein the tender) should be rejected out rightly.

J. **ELECTRICITY RULES:** All works shall be carried out in accordance with the revised and latest providing under Indian Electricity Act and Rules made the rounder.

K. INSPECTION BY GETCO REPRESENTATIVES:

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

L. FORCE MAJEURE :-

1. Force majored is defined as "Any cause which is beyond control of contractor or the GETCO as the case may be, natural phenomena like floods, draught, - earthquake, epidemics etc. acts of any Government Authorize domestic or foreign including but not limited to war, declare or undeclared, priorities quarantine, embargoes Licensing control or production or distribution restrictions accidents like Fire, Explosions, Break-Downs etc.".
2. All legal complication or disputes are subject to **MEHSANA** jurisdiction only.
3. 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:
4. Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics;
5. Acts of any Government, domestic or foreign including but not limited to war, declared or undeclared, priorities, guarantees and embargoes.
6. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
7. 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.

M. QUANTITY OF WORK : The quantities of various items of erection indicated in Schedule-B are tentative, final quantities shall be determined after completion of the details route surveys. The contractor has to carry out the work according to quantities as determined at site for which the rates quoted in the Tender shall be valid. The department reserves the rights for revising or omitting any of the quantities. The quantities actually executed by the contractor will be calculated at the rate given in the contract schedule of the rates. The payment shall be made only on actual work executed or order quantity whichever is less.

N. TAKING DELIVERY AND INSURANCE:

1. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
2. The contractor has to keep 'H' frame materials & line 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.
3. The Contractor has to open site store near by the route of the line and ensure for safe custody of all the stored materials at his own cost.
4. The contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The contractor shall make suitable security arrangement at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the corporation.

O. DEPARTURE FROM SPECIFICATION AND DRAWINGS:- Should the tenderer wish to depart from the specification in any respect, they should draw attention to such departure giving his reasons thereof and should get approved the same before doing any further work, unless this is done this specification shall held good. The working drawings are attached with the tenders. However in case of any clarification the decision of Engineer in charge will be final & binding to the Contractor.

P. TESTING AND COMMISSIONING :

1. The contractor after completion of erection work will ensure that all works connected with line have been completed correctly as per Indian Electricity Rule and procedure, any extra cost involved due to

incompleteness of work or bad workmanship found out subsequently shall be set right forth with by the contractor at his cost. The clearances at major crossing & earthing resistance value of H-frame / tower footing to be taken & data to be handed over to EIC.

2. After the erection is completed in all respects, the line should be thoroughly patrolled and checked for continuity and clearances. The line should be meggered to check its insulating level. Afterwards, a line clear should be given to the Engineer-in-charge that the line is clear and free of men and materials and is fit to be charged. If on charging the line is found not to hold, the contractor should arrange to patrol the line and find out the causes for the tripping and rectify the defects.

Q. **TECHNICAL PARTICULARS :** The general technical details of the type of towers to be erected conductors and earth wire to be strung and relevant loading particulars for the same are given in section of the specification.

R. **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.

V. EMPLOYMENT OF LABOUR

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.

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.

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

W. FACILITIES TO BE PROVIDED BY THE OWNER

1. Space : Land for Contractor's Store, Workshop etc.

a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost. b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

2. **Tools, tackles and scaffoldings**

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

3. First-aid

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

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

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

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

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

8. SECURITY

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

9. PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

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

SIGNATURE OF CONTRACTOR
WITH SEAL/STAMP

PART-II A
Technical Specification

1.0 Scope:

1.1 Detailed survey including profiling tower spotting, geo-technical investigation checks Survey, optimization of tower erection & resistance measurement

1.2 Taking delivery of tower and line material from the Board, checking them, transporting to Contractor's stores and keeping In safe custody.

1.3 To take suitable storage-cum-erection insurance,

1.4 Distribution of all materials to erection site.

1.5 Excavation, sub-setting, concreting, back-filling etc. complete work for foundation including Dewatering, shoring & shuttering, cutting of stubs, fabrication and supply of chimney material and form boxes etc.

1.6 Tower erection including fixing of attachments, accessories and tack – welding.

1.7 Stringing of ACSR Dog/Panther conductor/s and ground wire/s with providing jumpers etc. up to sub-station gantries at both ends and making LILO arrangement including dismantling work with one circuit in live condition wherever applicable and if such items included in schedule.

1.8 Procurement and supply of earthing material for pipe type and counter poise type earthing as per the Board's approved drawing/s./Maintenance free earthing as per instruction of I/charge.

1.9 Procurement and supply of danger plate, number plate, circuit identification plate and phase plate as per the Board's approved drawings.

1.10 Procurement and supply cement of 43 grades as per IS-8112 of approved brand by GETCO for casting of foundation of various type of towers as per approved foundation drawings and RCC steel TMT type.

1.11 Excavation of different types of foundation of various towers as per approved Board's drawing, erection of tower, tack welding of bolt-nuts including supply and application of rich zinc primer and 2 coat of enamel paints for bottom most two panel (up to 10Meter)

1.12 Insulator hoisting, stringing of conductor and earth wire including laying, jointing, jumpering and tree cutting of entire section for safe clearance.

1.13 Testing, commissioning and guarantee of all the activities carried out from (i) to (xii). The successful contractor has to arrange for all the tools/tackles and materials required for completion of transmission line at his own cost. Contractor shall only be responsible for damage or loss to erection tools.

1.14 All works shall be carried out in accordance with the revised and latest Electricity Act in force and rules made there under.

1.15 Successful contractor shall carryout all addition, alteration required to complete the line for commissioning at the same rates quoted in the offer for respective items. Any additional items which have not been covered in the specification & for which prices are not covered in the price schedule shall not be executed.

1.16 The scope of work described herein is only indicative. The contractor will complete all the works detailed in the schedule of quantities which will not be limited to work in scope mentioned herein.

2.0 Procurement of equipment, tools-tackles & materials:

2.1 All the tools, equipments required in sufficient quantity, shall be procured/arranged by the successful tenderer before the work is taken up on hand and Shall not link the delivery/completion period with procurement/arrangement made by him for these items tools/equipments.

3.0 Drawing & Bills of Materials:

3.1 The GETCO will provide drawings for foundation and earthing to be carried out for various types of towers to the successful tenderer.

10.0 Curing and back-filling:

10.1 After 24 hours of pouring, the concrete should be cured by keeping it continuously wet for 14 days. After 48 hours of pouring, the pit may be backfilled with excavated selected earth (which is free from grass, dung, wooden waste, postures and fodder woods, shrubs, thorn etc.) sprinkled with necessary amount of water and well compressed and consolidated in layers not exceeding 150 mm. If the excavated soil consists of large boulders/stone, the same shall be broken to maximum size of 80 mm and mixed with soil to be back filled. At the locations where borrowed earth is required for back filling, this shall be done by the Contractor at his own cost, irrespective of transportation from any lead. Thereafter, the exposed top end fill shall be kept wet for the remainder of above prescribed curing period. The uncovered portion of concrete chimney above the back filled earth shall be kept wet by providing empty gunny bags fully wrapped around the concrete chimney for curing and ensure that the bags are kept wet by frequent pouring of water on them.

10.2 Extra ordinary care be taken during back filling. The contractor and Board's Engineer at site shall ensure that the back filling is done in the manner referred above so that back-filled earth become homogeneous with surrounding parent soil with the passage of the time. The record for the same with day/date of curing, back filling etc be maintained in the register and duly signed by the contractor and Board's representative. The quantities of excavated earth obtained from a particular location shall be generally utilized in back filling work in protection of tower footing of same location unless it is unsuitable for such purpose. In the later case, the back filling shall be done with borrowed earth of suitable quality irrespective of lead and the consolidated of earth shall also be done free of cost.

10.3 The rates of stub setting are including the work of back filling of excavated pit. The large stones / boulders shall be broken to maximum 80 mm size before used for back-filling at no extra cost to the Board.

15.0 TESTING AND COMMISSIONING:

15.1 The Contractor after completion of erection work will ensure that all works connected with line have been completed. These works shall be done correctly as per Indian Electricity Rules and Procedures. Any extra cost involved due to incompleteness of work or bad workmanship found out subsequently shall be set right forthwith by the Contractor at his cost.

15.2 After the erection is completed in all respects, the line should be thoroughly patrolled and checked for continuity and clearances. The line should be meggered to check its insulation level. Afterwards a written confirmation should be given to the Engineer-in-Charge that the men, materials, tools and earthing (if any) are removed and the line is safe for charging. On charging the line, if it does not hold and trips, the contractor should arrange to patrol the line and find out the causes for the tripping and rectify the defect at no extra cost to the Board.

16.0 HANDING OVER OF LINE DOCUMENTS

16.1 On completion of all erection activities, the contractor has to furnish following information along with technical details to concerned Engineer-in-Charge of the work in triplicate duly bound: -

1) Approved surveyed route with permanent marks, (To be obtained from the GETCO)
2) Approved copy of profiles with tower schedule, (To be obtained from the Board except for portion where any change is approved)

3) Location wise soil strata details of each pit excavated, type of foundation executed, volumes of excavation & concrete and RCC steel weights,
4) Details of revetment, retaining walls, etc., work done for protection of tower footing and their approved drawing copies,
5) Approved copies of excavation plan and foundation drawings, (To be obtained from the Board)
6) Approved copies of structural drawings of stubs, templates, towers, extensions, etc., (To be obtained from the Board)
7) Approved copies of stringing charts,
8) Value of tower footing resistance jointly measured before & after providing earthing and type of earthing executed, duly signed by in charge engineer of line.
9) Details of spans and phase where mid span joint, repair sleeve used,
10) Location wise type and numbers of insulators, insulator hardware's, earth wire hardware's, conductor accessories, provided, etc.
11) Separate detail of each crossing like road, river, railway, power line, P&T Line, etc and details of clearance as per Indian Electricity Rules.

Scope of work to be included:
Bidder shall be note that material/equipment shall be issued from Above store and Bidder shall arrange loading, unloading, transportation from Above store to work site.

APPENDIX

Gujarat Energy Transmission Corporation Ltd.

APPENDIX –I

TENDERER'S EXPERIENCE

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

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

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place:

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – II
WORKS TENDERED / IN HAND

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

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

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

Gujarat Energy Transmission Corporation Ltd.

GETCO
APPENDIX-III
TENDERER'S DETAILS OF PERSONNEL

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

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

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

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-IV

TENDERER'S DETAILS OF MACHINERY

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

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

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-V

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

[Tenderers shall submit in the Format detailed here under]

Contractor's Representative legible signature: _____

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

Name of the person: _____

Seal of the company

Date & place: _____

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001
Email: setrmehsana.getco@gebmail.com , Web site: www.getcogujarat.com
Regd. & Corporate office: Sardar Patel Vidhyut Bhavan, Race course, Vadodara
Corporate Identity No: U40100GJ1999SGC036018

APPENDIX – VIII

(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 **and attached in n-code online .**

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

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BYTHE SEPRESENTS that we, By this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of 2024. I/We Having Registered Office (here in after called "THE CONTRACTOR" which expression shall mean and includes my/our heirs, executors, administrators and legal representatives, successors and permitted assigns)do hereby binds myself/ ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), **MEHSANA**State Transmission Utility under The ElectricityAct,2003 having its registered office at Sardar Patel Vidhyut Bhavan, Racecourse, Vadodara.(here in after called as GETCO, which expression shall mean and include its legal representative, administrators as signs)has agreed under the terms and conditions of the contract no. Dated made between and_____ for the contract of the value of Rs _____ interalia on Production of Safety cum Indemnity Bond.

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

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

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

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

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

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

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

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the

safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .

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

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

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

Sr.	Amount of Contract in Rs.	Penalty amount
1	Up to1Lac	Rs.5000/- plus GST as applicable
2	Above1Lac to 10Lacs	Rs.25000/-plus GST as applicable
3	10 to 100 Lacs	Rs.100,000/- plus GST as applicable
4	>100Lacs	1.0%of contract value plus GST as applicable

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

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

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

(Signature with seal of The CONTRACTOR)
In the presence of:

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001
Email: setrmehsana.getco@gebmail.com , Web site: www.getcogujarat.com
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Corporate Identity No: U40100GJ1999SGC036018

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

This Agreement is made at **MEHSANA** the_____ day of _____ in the Christian Year 2024 between M/s. _____ (address of office) _____ (hereinafter referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the ONE PART and the Gujarat Energy Transmission Corporation Ltd, having their Head office at VidyutBhavan, Race Course, Baroda 390 007 (hereinafter called "The GETCO" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

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

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

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

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms and conditions and stipulations contained in this contract, and in consideration of the due provision, executions, supply and completion of the works agreed to by the contractor as aforesaid the Board doth hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order No. _____.
   The contract value, extent of supply & erection works, delivery dates , specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

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

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

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

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

_____

Address: _____

_____

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

i) _____ (Signature)

_____

_____

ii) _____ (Signature)

_____

_____

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

for and on behalf of Gujarat Energy Transmission Corporation Ltd Circle office. **MEHSANA**.

In the presence of name, Full address and Signature:

(1)_____

_____

(2)_____

_____

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001
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Regd. & Corporate office: Sardar Patel Vidhyut Bhavan, Race course, Vadodara
Corporate Identity No: U40100GJ1999SGC036018

Format for LOI Letter of Acceptance

(To be submitted on firms letter-head. Duly stamped & signed)

Ref. No. Date :

To,
Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd
Circle Office, **MEHSANA**

Sub: **Latter of acceptance of LOI**

Ref: AT/LOI No: _____, dated _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the "**Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle.**" We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,
Yours faithfully,

for _____

(Authorized Signature)
Designation _____
(Official Stamp)

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
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Corporate Identity No: U40100GJ1999SGC036018

A/T ACCEPTANCE LETTER:-

(TO BE SUBMITED ON FIRM'S LETTER HEAD)

Ref. No. Date:

To,
Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd
Circle Office, MEHSANA

Sub: A/T acceptance letter

Reference :

1.Tender No.: - _____

2. Letter of intent No:- _____

3. Work order/ A.T. No:- _____

We hereby acknowledge, agree and accept your Tender No._____ and letter of intent No._____ and Work order no. under reference above with terms and conditions mentioned therein for the "**Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle.**"

(Signature)

Designation _____

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(ON STAMP PAPER OF RS 300/-)
FORM OF BANKER'S UNDERTAKING
(Combined Performance Guarantee (PBG) towards Execution/supply Period and Guarantee/Warranty Period as per commercial terms and conditions of Tender

We_____(Name of the Bank and Address of the Branch Giving the Bank Guarantee) having our registered office at _____ Address of Bank registered office) here by Give this Bank Guarantee NO _____ date _____and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the Beneficiary Company _____ (Name of Gujarat Urja Vikas Nigam Ltd/ subsidiary Company) or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____ (Amount of combined Performant Guarantees towards Execution / supply Period and Guarantee/ Warranty period (Rupees _____ (in words) to the said _____ (GUVNL/ subsidiary Company) on behalf of M/s _____ who have entered into a contract for the supply/ works specified below.

L.O.A. No. _____ dated _____

This agreement shall be valid and binding on this Bank Up to and inclusive of _____ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank of the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made given conceded or agreed with or without our knowledge or consent, by or between parties to the said within written contract .

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

NOTWITHSTANDING anything contained herein before. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____only) our Guarantee shall remain in force Until _____ Date of validity of the Bank Guarantee **– Expiry Date**). Unless demands or claims under this Bank Guarantee are made to Us in writing on or before _____(**Claim Date i.e. Expiry Date + one month**), all rights or the Beneficiary Under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there Under.

Place

Date

Please Mention here Complete Postal Address of the Bank with Branch Code Telephone, mobile and e-mail Nos.	Signature of the Bank's Authorized Signatory with Official Round Seal

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
CIRCLE OFFICE, VISNAGAR ROAD, MEHSANA- 384 001
Email: setrmehsana.getco@gebmail.com , Web site: www.getcogujarat.com
Regd. & Corporate office: Sardar Patel Vidhyut Bhavan, Race course, Vadodara
Corporate Identity No: U40100GJ1999SGC036018

Application for refund of EMD

(To be submitted on firms letter-head. Duly stamped & signed)

Ref. No. Date :

To,
The Superintending Engineer (TR)
Transmission Circle

GETCO_____

Sub: - Application for refund of EMD

Respected Sir,

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

Tender No.	
Tender ID	
Name of Work Sub-etc.	
EMD) Amount	
EMD) DD No., Date & Name of Bank	
Name of Bidder	
Contact No.	
E-mail address	
Bank detail for RTGS into which EMD is required to be refunded	

Thanking you,

Faithfully yours,
(Name & Seal of Bidder)

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
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Corporate Identity No: U40100GJ1999SGC036018

(On the letter pad of the company)

Declaration of Conflict On Interest

To,
The Superintending Engineer (AM)
Gujarat Energy Transmission Corporation Ltd,
Circle office, Mehsana .

Ref: Tender No _____

Name of Tender _____

With reference to above your tender Notice No……

For the work of……

We do not have any conflict of interest with any other bidder who has submitted the bid in this tender.

Yours Faithfully,

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
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DECLARATION FOR RELATIONSHIP WITH EMPLOYEE

(ON TENDERER'S FIRM LETTER PAD)

Subject: - Relationship with Employee

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

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

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

Signature of Authorized Representative Of Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company

SEAL / STAMP

Seal & Signature of the tenderer

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PRICE BID

PART - II

TENDER NO. MTC/112026/n-76

Name of work: Bi-Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle.

(PRICE BID- SUBMITTED ONLINE – N-Code Only)

SCHEDULE -B

Name of Work Annual rate of contract for restoration work of attending UG Cable Fault for 66kV Class XLPE Corrugated/ Poly AL cable various lines under GETCO, Mehsana Circle.

Sr.	Description of work/Supply	UNIT	Qty.	Rate (Rs.)	Amount (Rs.)
1	Underground laying/Installation of 66 KV (E) ,300 mm. sq. XLPE Power Cable for Single circuit each with (3+1) Nos. single core cables , inclusive of requisite materials supervision , testing of installation pre-commissioning tests etc and associated civil works which are necessary in laying /installation of the power cable .Laying /installation of single core power cable on 66 KV supporting structure along with fixing SLV with link box & w/o SLV Link box & all required accessories , clamping etc. (Route /Meter route length laying of the (3+1) Nos. of cable per circuit to be quoted) Includes Excavation of all type of soils Backfilling & Civil work etc complete as per drawing and as per instruction of EIC	Mtrs	10	2857.00	28570.00
2	Do for Road Crossing with NP-4 RCC Hume Pipe	Mtrs	10	3758.00	37580.00
3	Do for Road/ Railway /Gas/ Oil/ Water /Drainage pipe line Crossing with Trench less digging & HDPE /NP4 RCC Hume (Wherever applicable) Pipe	Mtrs	10	12360.00	123600.00
4	Providing & Installation of Straight Joint for power cable, complete in all respect (Rate/ Joint quoted) as per instruction of EIC.	No.	5	82122.00	410610.00
5	P & F of Three phase Earth link Box with SVL as per Inst. Of EIC	No.	10	65363.00	653630.00
6	P & F of Three phase Earth link Box without SVL as per Inst. Of EIC	No.	10	56563.00	565630.00
7	Providing & Installation of Outdoor end termination joint for power cable, complete in all respect including connection to link box and erection of link box etc(Rate /joint quoted) as per instruction of EIC.	No.	5	101395.00	506975.00
8	Underground laying/Installation of 66 KV (E) ,300 mm.sq. XLPE Power Cable for Double (6+1) circuit each Circuit with 6 Nos. single core cables , along with one spare cable inclusive of requisite materials supervision , testing and installation pre-commissioning tests etc and associated civil works which are necessary in laying /installation of the power cable .Laying /installation of single core power cable on 66 KV supporting structure along with fixing SVL with link box & w/o SVL link box & all required accessories , clamping etc. (Route /Meter route length laying of the (6+1) Nos. of cable be quoted) Include Excavation of all type of soils Backfilling & Civil work etc complete as per drawing and as per instruction of EIC	Mtrs	10	3579.00	35790.00
9	Do for Road Crossing with NP-4 RCC Hume Pipe	Mtrs	10	7021.00	70210.00
10	Do for Road/ Railway /Gas/ Oil/ Water /Drainage pipe line Crossing with Trench less digging & PVC /NP4 RCC Hume (Wherever applicable) Pipe	Mtrs	10	20270.00	202700.00

11	Underground laying/Installation of 66 KV (E) ,630 mm. sq. XLPE Power Cable for Single circuit (3+1) with 3 Nos. single core cables & one spare single core cable, inclusive of requisite materials supervision , testing & commissioning tests etc. and associated civil works which are necessary in laying /installation of the power cable .Laying /installation of single core power cable on 66 KV supporting structure along with providing & fixing SVL with link box & w/o SLV link box & all required accessories , clamping etc. (Route /Meter route length laying of the(3+1) Nos. of cable be quoted) Job includes Excavation of all type of soils Backfilling & necessary Civil work etc. as per drawing and as per instruction of EIC	Mtrs	100	3575.00	357500.00
12	Do for Road Crossing with NP-4 RCC Hume Pipe	Mtrs	20	5216.00	104320.00
13	Do for Road/ Railway /Gas/ Oil/ Water /Drainage pipe line Crossing with Trench less digging & HDPE /NP4 RCC Hume (Wherever applicable) Pipe	Mtrs	20	12553.00	251060.00
14	Providing & Installation of Straight Joint for power cable, complete in all respect (Rate/ Joint to be quoted) as per instruction of EIC	No.	15	121507.00	1822605.00
15	Providing & Installation of Outdoor end termination joint for power cable, complete in all respect including connection to link box and erection of link box, earthing with supply of required material, etc. (Rate /joint quoted) as per instruction of EIC	No.	15	115641.00	1734615.00
16	Underground laying/Installation of 66 KV (E) ,630 mm.sq. XLPE Power Cable for Double circuit (6+1) with 6 Nos. single core cables and one spare single core cable inclusive of requisite materials supervision , testing & commissioning tests etc and associated civil works which are necessary in laying /installation of the power cable .Laying /installation of single core power cable on 66 KV supporting structure along with earthing pit & all required accessories , clamping etc. (Route /Meter route length laying of the (6+1) Nos. of cable be quoted)Job Includes Excavation of all type of soils Backfilling & Necessary Civil work etc as per drawing and as per instruction of EIC	Mtrs	10	6457.00	64570.00
17	Do for Road Crossing with NP-4 RCC Hume Pipe	Mtrs	10	7525.00	75250.00
18	Do for Road/ Railway /Gas/ Oil/ Water /Drainage pipe line Crossing with Trench less digging & HDPE /NP4 RCC Hume (Wherever applicable) Pipe	Mtrs	10	21259.00	212590.00
19	Mid Span Joint/Cross Bonding joint in No. for single circuit i.e. (3+1) cable including all required equipments / materials for 300/630 sqmm cable as per instruction of EIC	No.	1	130013.00	130013.00
20	Mid Span Joint / Cross Bonding Joint in No. for 2Xsingle circuit i.e. 2X(3+1) cable including all required equipments/ materials for 300/630 sqmm cable as per instruction of EIC	No.	1	448318.00	448318.00
21	Mid Span Joint / Cross Bonding Joint in No. for double circuit i.e. (6+1) cable including all required equipments/ materials for 300/630 sq.mm. cable as per instruction of EIC	No.	1	456698.00	456698.00

22	Mid Span Joint/ Cross Bonding Joint in No. for 2XDouble circuit i.e. 2X(6+1) cable including all required equipments/ materials for 300/630 sqmm cable as per instruction of EIC	No.	1	967026.00	967026.00
23	Rerouting of existing 300 sqmm S/C i.e. (3+1) cable line incl. all required materials i.e. Dismantling of existing cable to be reorganized at new pre decided location as per instruction of EIC.	RMtr	10	7625.00	76250.00
24	Rerouting of existing 300 sqmm D/C i.e. (6+1) cable line incl. all required materials i.e. Dismantling of existing cable to be reorganized at new pre-decided location as per instruction of EIC.	RMtr	10	8798.00	87980.00
25	Rerouting of existing 630 sqmm S/C i.e. (3+1) cable line incl. all required materials i.e. Dismantling of existing cable to be reorganized at new pre decided location	RMtr	10	10307.00	103070.00
26	Rerouting of existing 630 sqmm D/C i.e. (6+1) cable line incl. all required materials i.e. Dismantling of existing cable to be reorganized at new pre decided location as per instruction of EIC.	RMtr	10	11983.00	119830.00
27	Fault finding work for any type of 66KV U/g XLPE 300/630 sqmm faulty cable through fault locator per fault i.e. which includes finding of fault, digging of fault location clearly as per instruction of Engineer In Charge.	Job work	15	38148.00	572220.00
28	Underground laying/Installation of 66 KV (E) ,630 mm.sq. XLPE Power Cable for Double circuit with 6 Nos. single core cables and one spare single core cable i.e. 6+1 Cable in ready power cable trench at site. The scope is inclusive of requisite materials, supervision , testing and commissioning tests etc. as per drawing and as per instruction of EIC	Rmtr	10	3334.00	33340.00
29	Underground laying/Installation of 66 KV (E) ,630 mm.sq. XLPE Power Cable for Single circuit with 3 Nos. single core cables and one spare single core cable i.e. 3+1 Cable in ready power cable trench at site. The scope is inclusive of requisite materials, supervision , testing and commissioning tests etc. as per drawing and as per instruction of EIC	Rmtr	10	2497.00	24970.00
30	Supply, Fabrication, Installation, Fixing of Cable Route Marker (R.C.C. Type) as per GETCO standard drawing (Drg. No.: GETCO/ 66KV / UG CABLES / C / RM Dt.16.03.2019 Rev. R0) including all associated civil works i.e. excavation and foundation in all type of soil grouting with concrete, cleaning, painting etc. with all completeness and as per the instruction of the site engineer.	No.	10	1575.00	15750.00
31	Underground, dismantling of 66 KV (E) ,630 mm.sq. XLPE Power Cable for Single circuit with 3 Nos. single core cables and one spare single core cable i.e. (3+1) inclusive of requisite materials supervision, testing, rewinding in drum etc. and associated civil works. Job Includes Excavation of all type of soils Backfilling and Necessary Civil work with transportation to Store as per instruction of E.I.C	Rmtr	10	3215.00	32150.00

32	Underground, dismantling of 66 KV (E) ,630 mm.sq. XLPE Power Cable for Double circuit with 6 Nos. single core cables and one spare single core cable i.e. (6+1) inclusive of requisite materials supervision, testing, rewinding in drum etc. and associated civil works. Job Includes Excavation of all type of soils Backfilling and Necessary Civil work with transportation to Store as per instruction of E.I.C	Rmtr	10	5797.00	57970.00
				Total (Rs.)	**10383390.00**
				GST @18.00 (Rs.)	**1869010.2**
				Total Amount with GST	**12252400.20**
	One Crore Twenty-two Lacs Fifty-two Thousands Four Hundred & Twenty only				

The Amount is considered as a blanket PO Amount irrespective of Quantity of Each item

Notes:

- All the work related to the transmission line should be carried out as per GETCO'S standard FQP for transmission line.
- Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO.
- All work should be done according to ISO & FQP and all require documents including filled FQP, testing results etc. should be submitted while handing over the line
- Contactor has to take insurance at his cost for work as well as line material up to handing over to AM Department.
- All the required tools and tackles like compression jointing machine for conductor, earth wire, cutting machine, welding set, drill machine etc. are to be arranged by the contractor at his cost.
- Special skilled labours to be arranged by contractor to execute the work.
- Deployed men power well aware all safety norms and work with adopt all safety measures like safety belt, Helmet, Zulla, Earthing equipment's & Rope.
- The above rates are with supply of cement by the contractor.
- If outage for work will be cancelled due to any load constraint or system availability, no compensation for deployment of men power to be paid by GETCO.

SUPERINTENDING ENGINEER
GETCO, CO, MEHSANA.