*GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED*

**Vidyut Bhavan, Race Course,**

**VADODARA – 390 007**

# TENDER SPECIFICATION FOR

**Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

## : TENDER SPECIFICATION NO:

## ACE(P&C)/Contracts/E-533/Uprating/66kV/S&E

## PART- I

# TENDER NOTICE

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

Tender for **Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

| SN | DESCRIPTION | TRANSMISSION LINE DETAIL |
|---|---|---|
| 1 | Tender No. | **ACE(P&C)/Contracts/E-533/Uprating/66kV/S&E** |
| 2 | Name of transmission Line | Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.. |
| 3 | Line length | 8.202 Ckm + 15.675 Ckm+ 6.241 Ckm+ 10.981 Ckm+ 29.800 Ckm+ 7.877 Ckm+23.376 Ckm+11.710 Ckm+10.359 Ckm+8.702Ckm = 132.923 Ckm |
| 4 | Estimated Cost including GST @18% in Rs. | Rs 82,66,89,258.71 |
| 5 | E.M.D in Rs. | Rs 12,00,000.00<br>**(1. Payment of EMD should be accepted by RTGS / NEFT / online or Demand draft or Banker's cheque or Pay order or Bank Guarantee)**<br>**(2. For BG Validity will be 06 (Six) Months from the date of submission of tender.)**<br>**(3. Submission of EMD**<br>• Online only – if submitted by online/NEFT/RTGS.<br>• Offline/Physical & Original copy – if submitted by DD / Banker's cheque / Pay order or Bank Guarantee, to be submitted in original / physical copy in EMD cover as a mandatory requirement and scanned copy of the same to be submitted online. **)** |
| 6 | Tender Fee (Non-refundable) in Rs. | Rs. 11,800.00<br>Non-Refundable **(Incl. GST-18%, Rs. 1,800.00)**<br>**1. Note: Payment of Tender fee accepted by RTGS / NEFT / online only.**<br>2. **Submission of tender is online only.** |
| 7 | Time Limit | 09 (Nine) months from the date of LOA. |
| 8 | On line (E-tendering) tender / offer submission last date up to **16.00** hours only (This is | **26-11-2026** |

| | | |
|---|---|---|
| | mandatory) | |
| 9 | Physical submission of ~~Tender fees~~, EMD (Offline/Physical & Original copy – if submitted by DD / Banker's cheque / Pay order or Bank Guarantee, to be submitted in original / physical copy in EMD cover as a mandatory requirement and scanned copy of the same to be submitted online) ~~and Integrity pact~~, last date up to **15.00** hours. By RPAD or SPEED POST only. | **03-12-2026** |
| 10 | Date of opening of Tender fee, EMD cover, and QR bid on line opening at **16.00** Hours. | **03-12-2026** |
| 11 | Type of Tender | **Percentage Basis on FIRM PRICE** |
| 12 | Validity of Offer | **180 Days from the opening of Technical Bid.** |

-Sd-

**Additional Chief Engineer (Procurement & Contracts)**

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# PART - I (GCC)
# GENERAL TERMS AND CONDITIONS OF CONTRACT

## 1.0 General Particulars

The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali - Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle including Supply of HTLS Conductor, 66kV Silicone Rubber Insulators, Hardware & Accessories suitable for HTLS Conductor etc. on turnkey basis and dismantling of existing line materials except OPGW/Earth wire,** all detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

## 2.0 DEFINITION OF TERMS

2.1 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.

2.2 '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.

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

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

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

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

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

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

2.9 Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land,

paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.

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

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

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

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

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

2.15 '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.

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

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

2.18 '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.

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

2.20 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.

2.21 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.

2.22 '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.

2.23 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.

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

2.25 '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.

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

a) Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.
b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.
d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work; and
e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

2.27 '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.

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

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

2.30 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.

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

a) 'All line 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'.

2.32 GST / Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017and all related ancillary legislations.

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

## 3.0 APPLICATION

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

## 4.0 STANDARDS

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

## 5.0 Scope of the proposal and Work

5.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the supply, erection & commissioning of transmission line specified under the accompanying Technical Specifications. It will include among others as specified therein the following: -

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

**h) Supply of high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor suitable for existing 66kV Towers/H-frames including furnishing technical details and specification of the conductor as required in Technical Specification of the Bidding Documents.**

**i) Sag tension calculation to be submitted along with technical bid. Pole schedule of existing transmission line is appended herewith tender specification for reference to bidders only.**

**j) The technical data for proposed conductor and hardware to be furnished by successful bidder to GETCO for approval and in all cases, decision of GETCO shall be final and binding to the bidder.**

**k) The necessary technical data of ACSR Dog conductor and hardware, furnished along with technical specifications is only for information to the bidders for matching the data with the proposed conductor to be supplied under the scope.**

l) **The scope of the work includes dismantling of existing conductor, hardware, stringing of high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor suitable for existing 66kV Towers/H-frames including supply and fixing of conductor & hardware under Hot line condition during specified outage period.**

m) **Before commencing the dismantling work, joint inspection of existing line be carried out to ascertain Number of EHV/HT/LT crossing and work to be completed in specified time limit.**

n) **Necessary precaution shall be taken by the contractor by providing guys, rollers etc for safety and work shall be executed in a way not causing any damage to the material of GETCO. Any damages that may occur during execution of line in case of existing tower/ H-frame, contractor has to make good at no any extra cost to GETCO including foundation, erection, payment of crop compensation etc. and supply of such type of tower and associated other material. It is the responsibility of the bidder to provide temporary back support at cross arm for safety.**

o) **Contractor will be deemed to be very familiar with the work to be executed under this tender specification. The price quoted shall not be gone any change at any stage or shall be granted by for any special rates/ consideration.**

p) **Contractor has to arrange for valid storage cum insurance for the material procured for the above lines till completion of contract and insurance for old line material till commissioning of line.**

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

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

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

5.5 This specification covers the detailing, supply, erection & commissioning and handing over in ready to switch on condition to GETCO of complete, including fixing of accessories, 400kV and 220/132/66KV transmission line on turnkey basis.

5.6 The scope for **Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali - Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle shall include Supply of HTLS conductor, Hardware & accessories suitable for HTLS Conductor, 66kV Silicon rubber Insulators (90KN Suspension & 120KN Tension Type), Erection and Commissioning of 66kV S/C Transmission line, Check Survey & Profiling using modern techniques with PLS-CADD Software,**

**Excavation, Stub-Setting, Erection of Towers normal and normal with extension, Stringing of Conductor including, laying, jointing, tensioning, clamping with armour rod, hoisting of insulator string, fixing of jumpers, vibration dampers etc with required tree cutting on entire line for adequate clearance and safe charging of line and dismantling of existing line materials except OPGW / Earth wire on turnkey basis ~~including way leave clearance~~.**

- Supply & Stringing of HTLS conductor & it's hardware and 66kV SRI on existing line in Hot line / Cold line conditions by dismantling of existing line materials except OPGW / Earth wire.
- Old line materials are to be dismantled / removed and will take away by the contractor as per modality.

**5.7 It is the responsibility of the GETCO for complete way leave clearance for execution of work. RoW compensation as per GoG tharav dated 01-03-2024 shall not be applicable however, the compensation for damage tree / crop shall be paid and the same shall be remain in scope of GETCO.**

**Moreover, All the procedure regarding RoW (Right of Way) compensation is to be carried out by Agency is as follows:**

a) **Identification of Land Owner, their Land Survey No. with supporting documents i.e. 7/12 Utara, etc.**
b) **Handing over / distribution of Notice to concern land owners.**
c) **Plotting of line route on tikka map.**
d) **Preparation of "Panchnama Case" and follow-up with concern Sarpanch / Talati / Mamlatdar or concern Revenue Authority as well as Land Owners / Farmers for their signature & thereof.**
e) **Preparation of RoW case for submission of Office of the District Magistrate, etc. and also follow-up with them.**
f) **Follow-up with concern authority for getting statutory approvals including Police Department.**

**5.8 The bidder has to submit Sag Tension Calculation for high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor suitable for existing 66kV Towers for various temperatures for approval in the Technical Bid.**

**The scope of this Technical Specification shall be considered as follows.**

**5.9 Supply of HTLS conductor equivalent size and weight that of ACSR Dog conductor having current carrying capacity of at least 550 Amp. with corresponding operating temperature not more than 210 °C with similar design that of ACSR Dog conductor and suitable for existing 66kV Towers and H-Frame of GETCO.**

**5.10 Supply of all relevant hardware and accessories to match with the above conductor.**

**5.11 The old line material removed from the above lines must be returned to GETCO in good condition like dog conductor wound in Drum so as to re-utilize the same.**

**5.12 Submission of complete Technical details of the proposed HTLS conductor with relevant calculation to adjudge the sufficiency of existing Towers for carrying out the up-rating works. This shall be carried out in strict compliances/ adherence to all safety and standards requirements as per Indian Electricity Rules/IS. ROW clearances if required shall be in the scope of Bidder. Design Parameters and submission of**

**detailed drawings of hardware and accessories. Preparation and submission of stringing chart etc. are included in the scope of the Bidder.**

## 6.0 PROJECT PARTICULARS

Name of the Project:

**Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

**SYSTEM DATA**

| | | | |
|---|---|---|---|
| 1. | System Voltage and | : | **66kV** |
| 2. | System of Earthing | | Pipe type /Counter poise earthing |
| 3. | Rated frequency | : | 50 Hz ± 5% |

## 7.0 Bidding Costs

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

## 8.0 BID DOCUMENTS

### Details of Documents

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

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

## 9.0 Knowing the Bid Documents

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

## 10.0 Clarifications on Bid Documents

10.1 In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than the due date of opening of technical bid. The owner

will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation, All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.

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

**11.0 Amendment of bidding document:**

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

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

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

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

**12.0 PREPARATION OF BIDS**

**12.1 Language of Bid:**

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

**12.2 Bid Format**

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

**13.0 Local Conditions:**

**It is the responsibility of the GETCO for complete way leave clearance for execution of work. RoW compensation as per GoG tharav dated 01-03-2024 shall not be applicable however, the compensation for damage tree / crop shall be paid and the same shall be remain in scope of GETCO.**

**Moreover, All the procedure regarding RoW (Right of Way) compensation is to be carried out by Agency is as follows:**

a) **Identification of Land Owner, their Land Survey No. with supporting documents i.e. 7/12 Utara, etc.**
b) **Handing over / distribution of Notice to concern land owners.**
c) **Plotting of line route on tikka map.**

d) **Preparation of "Panchnama Case" and follow-up with concern Sarpanch / Talati / Mamlatdar or concern Revenue Authority as well as Land Owners / Farmers for their signature & thereof.**
e) **Preparation of RoW case for submission of Office of the District Magistrate, etc. and also follow-up with them.**
f) **Follow-up with concern authority for getting statutory approvals including Police Department.**

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

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

**14.0 Documents comprising the Bid:**

14.1 The Bidder shall complete the Bid form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents.

14.2.1 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and (Detail of transmission line work executed with copy of completion certificate).

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

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

**15.0 Bid Price:**

15.1 The Bidder shall indicate, in the price schedules, enclosed in bid proposal sheet, the F.O.R. Destination prices for Goods, the price for erection, testing and commissioning, price for associated civil, structural works and other services it proposes to furnish under the contract, EXCLUDING GST and Cess along with the total bid price.

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

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

A) For all goods offered:

1. Prices quoted should be FIRM except for supply of items for which Price variation will be applicable as per clause no: 13 of the SCC, Part-I of the tender and on F.O.R. Destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Tenderer should indicate in Price Bid, the break-up of Total Unit F.O.R. Destination Price stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges which is a must. The rate of GST shall 9% CGST plus 9% SGST or 18% IGST or as applicable to composite supplies in the nature of Works Contract, applicable from time to time.
2. This tender is to be treated as a contract for composite supply under the category of Works Contract, which is, as per the provisions of Section 2(30), read with, Section 2(119), further read with, Paragraph 6(a) of the Schedule II, to the CGST Act, 2017 and similar provisions, applicable under UTGST Act, 2017 and the IGST Act, 2017. However, classification Codes under different segments or portions of the Works Contract, may be specified separately.
3. The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.
4. Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder have to supply the goods / services from the relevant declared / registered place of supply only.

15.3 The bidder's separation of price components in accordance with clause 15.2 supra will be solely for the purpose of the facilitating the comparison of Bids by the owner, for contract price amendment due to quantity variation and for on account payments (in case of award) and shall not in any way limit the Owner's rights.

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

15.5 **The bidder must furnish the price break up in statement for each item as prescribed in the price bid (Part- III). The total price derived as per price break up must be matched with quoted price. Tender will be ignored on non-submission of prescribed statement.**

**16.0 Price Basis:**

16.1 The Price shall be quoted on firm basis except for supply of items for which Price variation will be applicable as per clause no: 13 of the SCC, Part – I of the tender.

16.2 The Price quoted by the bidder shall remain fixed for all the items except for items for which Price variation will be applicable as per clause no:13, Part – I of the SCC, Part – I of the tender; during the bidder's performance of the contract and shall not be subject to variation on any account save for change in quantity. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

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

17.1 The F.O.R. Destination prices are excluding GST and Cess at the rate of 9% CGST plus 9% SGST or 18% IGST, under the GST Law or as applicable to the contract for composite supply under the category of Works Contract from time to time which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017 and all related ancillary legislations).

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

17.3 The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of GST and Cess prevailing when the price quoted is inclusive of GST and Cess.

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

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

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

17.7 INPUT TAX CREDIT BENEFIT:

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

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

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

17.10 Notwithstanding the tax liabilities as per the sub-clause 17.9 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.

17.11 Whenever concessional rate of GST is indicated by the bidders, it shall be confirmed whether any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the supplier. Bidder shall note that in case of

absence of such confirmation; the tenders will be evaluated taking into account the maximum rate of GST applicable.

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

17.13 The owner's liability for all taxes and duties including GST under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 7.5 of SCC.

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

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

17.16 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.

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

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

**18.0 Time Schedule:**

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

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

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

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

18.5 The successful bidder will be required to prepare detailed PERT Network/ detailed Bar chart and finalize the same with the owner as per the requirement

**19.0 Contract Quality assurance:**

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

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

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

**20.0 Insurance:**

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

**21.0 Erection Tools and Tackles:**

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

**22.0 Brand Names:**

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

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

**23.0 Bid Security/EMD:**

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

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

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

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

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

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

23.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere

The bid guarantee shall be made payable to the Owner without any condition whatsoever.

23.3.1 Any bid not secured in accordance with Para 23.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.

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

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

23.4 The bid guarantee may be forfeited.

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

**24.0 Format of Bid:**

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

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

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

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

24.4 Bids shall be submitted as under:

Cover-I Earnest Money Deposit (Bid-Security as per the format), as per relevant clause no.3 of SCC duly signed and Contractor's covering letter.

Cover-II Qualifying Requirements.

Cover-III Technical Bid

Must contain conditions and schedules of Part-III without prices and Technical Data Requirement Sheets as per Part-II. (Cover I, II and III will be collectively called Technical Bid).

**25.0 Signature of Bids:**

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

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

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

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

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

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

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

**26.0 Sealing and marking of bids:**

~~26.1 Cover-I 1. Bid No.~~
~~2. Due date for opening~~
~~3. Reference of earnest money deposit~~

~~Cover-II 1. Bid No.~~
~~2. Due date for opening.~~
~~3. Qualifying Requirements.~~

~~Cover-III 1. Bid No.~~
~~2. Due date for opening~~
~~3. Technical bid & reference and certificate as per Cl. 17.00 of SCC.~~

~~Cover-I, Cover-II & Cover-III shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for …… against Bid No.…… due on…… containing Cover-I, Cover-II, Cover-III of this tender.~~
~~The original Bid and accompanying documents clearly marked "Original" for Cover I, II & III shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between online documents and physical documents, the online documents shall prevail and considered for evaluation.~~

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

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

26.3 a. Addressed to the Owner at the following address:
The Additional Chief Engineer (Procurement & Contracts)
GETCO, Sardar Patel Vidyut Bhavan, Race Course,
Baroda.

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

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

26.5.1 If the outer envelope is not sealed and marked as required by para 23.2 the Owner will assume no responsibility for the bid's misplacement or premature opening.

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

**27.0 Deadline for submission of bids:**

27.1 The Bidders have the option of sending the bid by registered post or speed post submitting the bid in person can not be taken as per prevailing condition of GETCO. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

27.2.1 Bids must be received by the Owner at the address specified under para 26.3, not later than the time & date mentioned in the Invitation to Bid.

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

**28.0 Late Bids**

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

**29.0 Modification and withdrawal of bids:**

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

29.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 26.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.

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

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

**30.0 Information required with the proposal:**

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

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

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

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

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

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

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

**BID OPENING AND EVALUATION**

**31.0 Opening of bids by owner:**

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

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

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

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

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

31.6 The technical bid of those bidders will be consider who have submitted EMD cover with DD for tender fee.

**32.0 Purpose of evaluation of bids:**

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

**32 (A) Policy for bids under consideration:**

32.A.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

32.A.2 Clarification of bids:

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

**Preliminary Examination:**

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

**33.2 Arithmetical errors will be rectified on the following basis:**

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

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

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

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

**34.00 Evaluation of Price Bids:**

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

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

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

b) 'Differential Price' shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's proposal.

c) 'Cost compensation for Deviations' shall mean the rupee value of deviations from the bidding document as determined from the Bidder's proposal.

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

**35.0 <u>Calculation of differential Price & Cost Compensation for Deviations.</u>**

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

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

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

**35.1 Comparison of Bids**

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

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

W = Q + DP + D, Where

W = Total Comparison Price

Q = Bid Price quoted by the bidder in Indian Rupees (Value of equipments/materials Including taxes and duties plus components of erection cost including civil engineering works & mandatory spares and other components if any.)

DP = Different price in Indian Rupees calculated as above

D = Cost compensation for deviations calculated as above.

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

**AWARD OF CONTRACT**

**36.0 Award Criteria**

36.1 The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest

evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

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

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

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

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

**38.0 Notification of award:**

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

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

38.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause 41.0, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 23.0.

**39.0 Signing of contract:**

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

39.2 Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner along with clear acceptance latter.

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

**40.0 Contract Performance Guarantee:**

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

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

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

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

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

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

**41.0 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.

**42.0 CONTRACT DOCUMENTS**

42.1 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 equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.

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

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

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

42.2 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.

**43.0 USE OF CONTRACT DOCUMENTS AND INFORMATION**

43.1 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.

43.2 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.

43.3 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.

43.4 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.

## 44.0 CONSTRUCTION OF THE CONTRACT

44.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a composite contract for Supply and Erection under the category of Works Contract. However, Separation of the Contract into Supply of Goods and Services, is only for convenience and better economic management and for the ease of Accountancy but the entire Contract, is to be assessed under GST Law, as composite supply under the category of Works Contract, which is, as per the provisions of Section 2(30), read with, Section 2(119), further read with, Paragraph 6(a) of the Schedule II to the CGST Act, 2017 or SGST Act, 2017 and similar provisions, applicable under the UTGST Act, 2017 and the IGST Act, 2017 and the entire activity, would be subjected to levy of Tax, at the rate of 9% CGST + 9% SGST or 18% IGST, under the GST Law. However, Classification Codes for different segments or portions of the Works Contract, may be specified separately, in the Supplies, with a final common Classification Code of Works Contract Service.

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

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

44.4 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).

## 45.0 JURISDICTION OF CONTRACT

45.1 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.

## 46.0 EXECUTION OF CONTRACT:

46.1 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.

46.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office the Owner at Vadodara on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

46.3 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.

46.4 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

46.5 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.

**47.0 ENFORCEMENT OF TERMS**

47.1 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 anyway 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.

**48.0 COMPLETION OF CONTRACT**

48.1 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.

**GUARANTEES & LIABILITIES**

**49.0 TIME – THE ESSENCE OF CONTRACT**

49.1 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.

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

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

49.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer once every two months thereafter.

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

## 50.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

## 51.0 PENALTY FOR DELAY

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

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

51.3 The total amount of penalty for delay under the Contract will be subject to a maximum of 10% of the Contract prices **plus GST** as applicable detailed in the Special Conditions of Contract (SCC).

## 52.0 GUARANTEE

52.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **Sixty (60) calendar months** commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer.

52.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist

wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

52.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

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

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

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

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

52.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability shall remain till the end of 5 years from the date of completion of guarantee period.

In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee (more than 24 months) is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee.

52.9 The provisions contained in this clause will not be applicable:

a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

## 53.0 TAXES, PERMITS & LICENCES

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

## 54.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

54.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice,

or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials upto the standards of the specifications. In case, the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such Works or furnish all such equipment/ material provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.

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

## 55.0 PATENT RIGHTS AND ROYALTIES

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

## 56.0 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.

## 57.0 LIMITATION OF LIABILITIES

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

## 58.0 ENGINEER'S DECISION

58.1 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.

58.2 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.

58.3 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.

## 59.0 POWER TO VARY OR OMIT WORK

59.1 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.

59.2 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.

59.3 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.

59.4 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.

59.5 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.

59.6 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.

**60.0 ASSIGNMENT AND SUB-LE TTING OF CONTRACT**

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

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

**61.0 CHANGE OF QUANTITY**

61.1 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.**

61.2 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.

## 62.0 PACKING, FORWARDING AND SHIPMENT

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

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

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

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

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

62.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

## 63.0 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.

## 64.0 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.

## 65.0 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.

## 66.0 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.

## 67.0 TAKING OVER

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

## CONTRACT SECURITY AND PAYMENTS

## 68.0 CONTRACT PERFORMANCE GUARANTEE

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

## 69.0 PAYMENT

69.1 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.

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

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

69.4 **Welfare Cess**

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

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

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

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

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

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

**70.0 Payment Schedule**

The Contractor shall prepare and submit to the Engineer for approval, a break up of the Contract Price. This Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contractor setting forth his starting and completion dates for the various key phases of Works prepared as per conditions. Any payment under the Contract shall be made only after the Contractor's price break up is approved by the Engineer. The aggregate sum of the Contractor's price break up shall be equal to the lump sum Contract Price. A price breakup over valuing those items of supply which will be shipped first will not be accepted.

70.1 Application for Payment

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

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

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

70.5 Mode of Payment

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

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

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

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

70.8 Inland Transportation & Insurance

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

## 71.0 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.

## RISK DISTRIBUTION

## 72.0 TRANSFER OF TITLE

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

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

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

## 73.0 INSURANCE

73.1 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.

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

73.3 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 upto 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.

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

73.5 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.

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

## 74.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

## 75.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

75.1 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.

75.2 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.

## 76.0 DEMURRAGE, WHARF AGE, ETC.

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

## 77.0 FORCE MAJEURE

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

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

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

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

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

## 78.0 SUSPENSION OF WORK

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

78.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are

substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

## 79.0 CONTRACTOR`S DEFAULT

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

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

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

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

## 80.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

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

80.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity

related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

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

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

## 81.0 FRUSTRATION OF CONTRACT

81.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 46.3 below.

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

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

81.3 In the event referred to in sub-clauses 46.1 & 46.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit basis which shall be determined by mutual agreement between the parties.

## 82.0 GRAFTS AND COMMISSIONS ETC.

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

## RESOLUTION OF DISPUTES

## 83.0 SETTLEMENT OF DISPUTES

**83.1 Amicable Settlement:**

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract, including interpretation, breach, termination or validity (hereinafter referred to as "Dispute"), shall, upon written request of either Party, be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty (30) days of the service of the request.

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

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

**83.3 Continuity of Performance:**

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

**83.4 Non-Affectation of Powers:**

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

**83.5 Limitation:**

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

**84.0 ARBITRATION**

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

~~84.1 All questions, disputes or differences, whatsoever which may at any time arise between the parties to this contract in connection with the contract OR any matter arising out of OR in relation there to, shall be referred to the "GUJARAT PUBLIC WORKS CONTRACTS DISPUT ARBITRATION TRIBUNAL "As per the provisions of the Gujarat Public works contracts disputes arbitration Tribunal Act-1992.~~

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

~~a) Affect the right of the engineer- in- charge to take possession of all or ant tools, plants, materials and stores, in or upon the work or site thereof or belonging to the~~

contractor or procured by him and intended to be used for the execution of the work or any part thereof.

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

c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the prevision of General Condition for the work where there is no specification.

d) Preclude the GETCO from getting the work done by another agency.

Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period.

The provisions of the Arbitration Act 1992, Gujarat Public Works Contract Disputes Arbitration Tribunal Act 1992, and rules made there under shall apply to the arbitration proceeding under this clause.

## 85.0 RECONCILIATION OF ACCOUNTS

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

## 86.0 Terms of Payment

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

### 86.1 For supply

(i) 80% of supply value for each consignment of material on submission of invoice along with 100% **GST**, duties, F & I shall be paid within **30 days** from the actual material receipt date mentioned in SR Note after verifying the following documents by field office and duly recorded.

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

(ii) 10% payment out of balance 20% of supply value shall be paid on completion of erection & testing of the transmission line and completion certificate from Engineer-in-charge and Chief Engineer (Procurement & Contracts)) or equivalent.

(iii) Balance 10% of supply value shall be paid on successful commissioning of transmission line against completion certificate and only after settlement of material account statement of items supplied, used, erected and successful commissioning is settled for complete lot and balance 10% will be release only after passing of final bill. **No extra payment will be released for the tower materials and line materials which are not required for completion of line if supplied excess during execution of work and recovery will be made in final bill accordingly**.

(iv) **Welfare Cess**

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

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

86.2 **For Erection works.**

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

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

(iii) Payment of ROW compensation amount will be **given as below only after submission of necessary supporting documents**.

1) 40% amount after completion of foundation work
2) 40% amount after completion of erection work
3) 20% amount after completion of stringing work in all respects

**List of supporting documents:**

1) Copy of form 7/12
2) Parishisht 'A' and 'B' of GoG Tharav
3) Document of Online Jantri Rate of respective Survey No. If online Jantri Rates are not available, then land cost shall be certified by competent Revenue Authority.
4) Copy of APMC rate based on which compensation is paid towards damage of tree crop etc.
5) 'Panchnama' duly certified by concern Sarpanch / Talati / Mamlatdar or concern Revenue Authority
6) Documents for the compensation cost paid to Govt. Trasurer as per GoG Tharav for the line passing through Govt. Waste Land. / Govt. Organization.

**(It is the responsibility of the GETCO for complete way leave clearance for execution of work. RoW compensation as per GoG tharav dated 01-03-2024 shall not be applicable however, the compensation for damage tree / crop shall be paid and the same shall be remain in scope of GETCO.)**

(iv) **Welfare Cess**

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

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

## 87.0 TAKING DELIVERY AND INSURANCE:

87.1 The contractor has keep tower 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

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

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

87.4 **STORAGE-CUM-INSURANCE**: -The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 60 % cost of all line materials, which are required to complete the line including materials supplied by owner. Contractor shall have to take comprehensive insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over of the transmission line 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. In absence of the above insurance policy, R.A. Bill payment will be with held.

87.5 In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the 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 Board will not entertain any claim / representation in this regard.

However, it will be contractor's responsibility to insure the entire project till the line is taken over by the Board.

**88.0 Contract Quality assurance:**

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

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

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

**89.0 Termination of Contract:**

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

89.2 To recover, from the contractor as agreed, by way of penalty clause above plus GST as applicable, or

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

90.0 **To cancel the contract.**
In the event of the risk purchase of stores of similar description, the opinion of the GETCO shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the GETCO may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

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

**91.0 LABOUR LAWS:**

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

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

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

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

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

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

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

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

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

**vii)** Payment of compensation in case of accidental injury.

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

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

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

**4 PROVIDENT FUND AND FAMILY PENSION SCHEME:**

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

**5 DEPOSIT LINKED INSURANCE SCHEME**

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

**6 ADMINISTRATIVE CHARGES:**

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

**7 PAID LEAVE FACILITY:**

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

**8 WORKMAN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE:**

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

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

**10 CONTRCTOR TO INDEMNIFY THE GETCO:**

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

**11 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

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

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

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

**92.0 REGISTRATION WITH PROVIDENT FUND OFFICE**

I) The separate P.F. code issued from P.F. commissioner is required to be taken by contractor.
ii) If the contractor does not possess separate P.F. code number of RPFC, his tender will not be considered for acceptance.
iii) The contractor should mention separate P.F. code number allotted by RPFC, along with the tender.

**93.0 INTRODUCTION OF LEAVY OF TCS.**

~~**TCS @ 0.075% / 0.1% will be payable extra subject to fulfilment of the conditions of sub section (1H) of section 206C of Income Tax Act, 1961. The format of undertaking is attached as schedule – 20 in the tender.**~~

**94.0 Deduction of TDS under GST:**

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

**95.0 INCOME TAX (TDS)**

- **TDS under Income Tax Act, 2025will be deducted on purchase of goods by GETCO @ 0.1% of the sum exceeding Rs. 50 lacs u/s ~~194Q~~ 393(1) from the bill of suppliers/contractors at the time of credit or payment whichever is earlier. TDS will be deducted on advance payment being also made by GETCO to supplier.**

- ~~**Further in some of the cases, where TCS u/s 206 (1H) is applicable also along with TDS u/s 194Q, then only TDS on purchase of Goods u/s 194Q shall be deductible, as TDS u/s 194Q overrides TCS u/s 206C (1H).**~~
- ~~**As per the Section 206AB of Income Tax Act, TDS under Income Tax will be deducted at higher rates of the following rates: (non-fillers of ITRs for the past two fiscal years will be subjected to higher TDS).**~~

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

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

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

**96. (A) Bidder should note that Way leave clearance for execution of work and compensation for Right of Way / Way Leave / Tree-Crop damages etc. to be paid as per GoG guideline dated 01-03-2024 is in scope of GETCO. So matter related to payment of RoW is not applicable to bidder in GCC, ECC, SCC and Technical specifications.( RoW compensation as per GoG tharav dated 01-03-2024 shall not be applicable however, the compensation for damage tree / crop shall be paid and the same shall be remain in scope of GETCO)**

**(B) All the procedure regarding RoW compensation is to be carried out by Agency is as follows:**

a) **Identification of Land Owner, their Land Survey No. with supporting documents i.e. 7/12 Utara, etc.**
b) **Handing over / distribution of Notice to concern land owners.**
c) **Plotting of line route on tikka map.**
d) **Preparation of "Panchnama Case" and follow-up with concern Sarpanch / Talati / Mamlatdar or concern Revenue Authority as well as Land Owners / Farmers for their signature & thereof.**
e) **Preparation of RoW case for submission of Office of the District Magistrate, etc. and also follow-up with them.**
f) **Follow-up with concern authority for getting statutory approvals including Police Department.**

**97. Relationship with employee:**

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

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

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

**98. Conflict of Interest among Bidders / Agents**

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

a) they have proprietor/ partner(s)/ Director(s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c) they have the same legal representative/ agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

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

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

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

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

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

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

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

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

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

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

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

## 1.0 GENERAL

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

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

## 2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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

## 3.0 OWNER'S LIEN ON EQUIPMENT

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

## 4.0 ACCESS TO SITE AND WORKS ON SITE

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

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

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

## 5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

## 6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

## 7.0 DISCIPLINE OF WORKMEN

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

## 8.0 CONTRACTOR'S FIELD OPERATION

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

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

## 9.0 PROGRESS REPORT

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

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

9.3 The monthly progress report shall be submitted in MS project indicating various activities mentioned in the completion schedule.

Monthly progress shall be submitted in following format.

| Description of work as per A/T | Quantity involved as per check survey | Work executed up to last month | Work executed during this month | Total Progress |
|---|---|---|---|---|
| Check survey in km | | | | |
| Foundation of tower in Nos. | | | | |
| Erection of tower in Nos. | | | | |
| Tack welding & earthing | | | | |
| Stringing of conductor & OPGW in km | | | | |

## 10.0 MAN-POWER REPORT

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

## 11.0 PROTECTION OF WORK

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

## 12.0 EMPLOYMENT OF LABOUR

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

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

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

## ~~13.0 FACILITIES TO BE PROVIDED BY THE OWNER~~ (NOT APPLICABLE)

### ~~13.1 Space~~

~~Land for Contractor's Store, Workshop etc.~~

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

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

~~**13.2 Electricity:**~~

~~***Power supply:***~~
~~The concerned EE (Const.) shall apply for temporary connection at site store. Sub-Division paying required Service Charges and Deposit. Such temporary connections to be released on the name of EPC-Contractor on recommendation of the concerned EE (Const.). The power so consumed shall be charged at the prevailing tariff rate~~

## 14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

### 14.1 Tools, tackles and scaffoldings

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

### 14.2 First-aid

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

### 14.4 Cleanliness

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

## 15.0 LINES AND GRADES

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

## 16.0 FIRE PROTECTION

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

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

## 17.0 SECURITY

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

## 18.0 MATERIALS HANDLING AND STORAGE

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

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

18.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of **all line materials including tower material, conductor, OPGW, silicon rubber insulator, hardware etc** received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

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

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

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

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

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

18.9 The Contractor shall be responsible for making suitable indoor storage facilities to store all line material, which require indoor storage. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

## 19.0 CONSTRUCTION MANAGEMENT

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

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

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

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

## 20.0 FIELD OFFICE RECORDS

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

## 21.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

## 22.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

## 23.0 INSURANCE

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

### 23.2 Workmen's Compensation Insurance

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

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

### 23.3 Comprehensive General Liability Insurance

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

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

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

## 24.0 UNFAVOURABLE WORKING CONDITIONS

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

the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

## 25.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

## 26.0 WORK & SAFETY REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 27.0 CODE REQUIREMENTS

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

## PART-I SCC

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 General Particulars:

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

### 2.0 Tender Fee:

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

### 3.0 Earnest Money Deposit (EMD):

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

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

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

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

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

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

### 4.0 Confirmation by Bidder:

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

### 5.0 QUALIFYING REQUIREMENT

### [A] Technical Requirement:

### [A] Technical Requirement:

### 1.0 Individual Bidders:

**a)** The bidder shall be Original Equipment Manufacturer (OEM). The offered high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor suitable for existing 66kV Towers & H-frame has to be designed, manufactured and tested as per relevant IS/IEC/ANSI with latest amendments.

**b)** The bidder shall have supplied at least 100km of proposed high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor or above size during the last five years

**c)** The bidder shall have carried out stringing of 50 Route km of 66kV & above voltage class transmission line on towers/H-Frame in any single year during the last five years. Sublet experience also allowed subject to provided Work order/PO copy of original contract and Sub-contractor, experience certificate from main contractor and statement of financial transaction for the work order/PO are to be submitted to ascertain experience of line erection work of 66KV and/or above class.

**d)** The proposed high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor of similar or higher ratings must be in service for a minimum period of Two years in India at the time of bid opening. Supporting documents/Certificates of original customer to be submitted

**e)** The bidder shall have in house design and testing facility.

**f)** The high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Dog conductor or above size proposed to be supplied shall have valid type test certificates from any NABL accredited laboratory (National accreditation body of the country where laboratory is located) not older than 10 years & must be valid till the expiry of validity of offer considering on last date of submission of bid.

However, Successful bidder has to carry out all the type test as per relevant standard for the offered HTLS conductor without affecting delivery schedule.

**g)** For experience of stringing, certificate issued by the state transmission utilities/central transmission utilities/joint Venture Company of Central utility / Transmission Licensee from Private Sector of Indian Origin only shall be considered.

**h)** The bidder shall have valid Electrical Contract License and should have GST registration, PF Registration Certificate.

**i)** In case of bidder meet the above requirement at 1.0 (d) but not supplied from Indian Manufacturing Unit, then the offered HTLS conductor of equivalent size and weight that of ACSR DOG conductor suitable for existing 66kV Towers & H Frame shall be supplied from Indian Manufacturing Unit only.

**j)** The bidder shall comply the public procurement guidelines of Government of India dated 04.06.2020 and 23.07.2020.

2. In case the bidder does not meet technical experience specified at 1.0 above at its own, the bidder should associate with firm(s) to form a JV/Consortium and the JV/Consortium shall collectively meet the requirement as per 1.0 above.

3. However, in respect of supply qualifications for supply requirement as per 1(b) & 1(d) & 1(f), the Indian Licensee / Licensor arrangement is permitted provided Licensor meeting the requirement of 1(b) ,1(d) & 1(f) stated herein above and shall also meet the following conditions;

I. Manufacturer / Licensee shall have adequate design infrastructure and manufacturing facility and capacity and procedures including quality control.

**II.** A qualified Licensee of a qualified manufacturer / Licensor shall comply with all the following requirements and furnish a Joint Undertaking by the Licensor along with the bidder in its bid as per the Performa enclosed at **ANNEXURE-I.**

a) Any design undertaken by the Licensee shall be approved by the Licensor.

b) Manufacturing by the Licensee shall be done with the approval of the Licensor and Employer under a quality assurance programme approved and monitored by the Licensor.

c) Licensee must furnish back-up guarantee from the Licensor for individual and overall performance of all materials supplied under the contract.

d) Licensor must guarantee sequential and timely supply of materials and submission of technical information and data as desired by the Employer so as to meet the overall construction schedule and

e) The agreement between Licensee and Licensor (copy to be submitted along with the bid) shall be valid for a period of at least five (5) years after the guarantee period of equipment and materials under supply is over.

4. **Bidders under Manufacturer Authorization:**

Bidders who are not OEMs are also eligible to quote under manufacturer's authorization from Indian conductor manufacturer who meets the qualifying requirement as per 1.0 (a, b, d, e, f, i & j) and the bidder shall satisfy all other requirement as per clause 1.0..

It is also mandatory for such bidders to provide the manufacturer's authorization as per attached **Annexure – I.A**

Bidders quoting under manufacture's authorization must have valid Electrical Contractor License, registered under GST Act and should have PF Registration Certificate.

5. **New bidders with proposed manufacturing facilities in India:**

New bidders with proposed manufacturing facilities in India shall be eligible to bid provided the Technical criteria as per **[A] 1.0** and financial criteria as per **[B]** are to be fully met jointly with their principal as under: -

(i) It should be established through authenticated documents like land, Board of directors of the company, company registration, collaboration documents etc, that Indian unit is at the matured stage of construction with required machinery. This will be verified by GETCO as a part of technical bid evaluation prior to price bid opening. The decision of GETCO to qualify or not to qualify will be final and binding.

(ii) 100% HTLS conductor offered by bidder shall be supplied from Indian Manufacturing Unit only

(iii) The new bidder shall carry out type test report as per technical specification before commencement of supply and without affecting delivery schedule.

**[B] Financial Requirement:**

1. Minimum Average Annual Turnover (MAAT) for best three individual years out of last five financial years shall not be less than the 50% of estimated amount of this tender.

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

**Note: -** For the purpose of arriving at MAAT, Revenue from operation shall be considered only excluding non-recurringincome / other income / interest income etc.

2. Last Financial Year Liquid Assets should not be less than 20% of estimated amount of this tender.

Last Financial year liquid asset of the consortium/ Joint Venture (JV) company added together should not be less than20% of estimated amount of offered quantities as on invitation of tender. However, Last Financial year Liquid assets ofthe lead partner shall be 10% of estimated Cost as on invitation of tender and for each other partners shall be at least 7%of estimated cost as on invitation of tender

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

3. Bidder's/ all the partner of consortium/joint venture Net Worth for last financial years should be positive..

**Note:** -
Net worth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.
**#** Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

***** Share Application Money pending allotment will be considered only in respect of share to be allotted

4. The bidder / all the partner of consortium/joint venture should not have been referred to NCLT under Insolvency &Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)..

**Note: -**
Bidder to evidence the meeting of financial criteria shall submit:
(i) CA Certificate with valid UDIN Number failing which certificate shall not be considered for the purpose of evaluationand
(ii) Audited Balance Sheet and Profit & Loss account along with the schedules referred therein and the Auditor's Reportfor the preceding five financial years, in line with one of the following
(a) In case last financial year's closing date was within 6 months prior to bid due date and audited Balance Sheet andProfit & Loss account of last financial year are not available, bidder has the option to submit the financial details of fivepreviously years immediately prior to the last financial year. For example, in case bid due date is up to 30th Septemberand financial details of immediate preceding financial years (year ending 31st March of same year) are not available, thefinancial details of the five previous years immediately prior to the last financial year may be submitted.
(b) Otherwise it is compulsory to submit the financial details of immediate preceding five financial years..

The above Qualification Requirement shall prevail over the qualification requirement in the attached Technical Specification.

**Note:**

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

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

2. **For works executed for other Government Departments / Government Organizations / PSUs / Boards / Corporations / Local Authorities or other organizations:** The Performance Certificate / Certificate of Satisfactory Completion shall be issued and signed by the **Order Placing Authority** of the concerned organization, or by an officer duly authorized by the Order Placing Authority to issue such certificate.
3. The certificate shall clearly indicate, at minimum, the **name of the work, Work Order/Contract No. and date, name of the contractor, scope/nature of work, contract value, actual executed value, date of commencement, date of completion and performance/completion status** of the work.
4. Certificates issued by any other officer/authority not meeting the above requirements shall **not be considered for establishing the requisite qualifying experience**, unless specifically accepted under the provisions of the tender. **For Civil Works, the certificate shall also indicate the amount of penalty / Liquidated Damages (LD), if any, levied/recovered for extension of time/delay in completion of the work. Further, the certificate shall indicate the actual quantum of major works executed, such as Concrete/RCC, Reinforcement, Pile Diameter, number of piles, total pile length/depth and other major/specialized items relevant to the qualifying criteria prescribed in the tender.**
5. The Tender inviting authority reserves the right to **verify the authenticity of the Performance Certificate / Certificate of Satisfactory Completion and the particulars stated therein from the concerned client organization**.
6. Also if required, work placing authority may ask the supply documents from the bidder like work order, work completion certificate etc.

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

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

**Additional Documents:**

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

1. ~~GST Registration No. and date~~
2. ~~Registration. No. under Shops & Establishment Act/ issuing authority~~
3. ~~Details of Partners/Directors of the Firm/Company.~~
4. ~~Experience Record and details of orders pending / executed for various utilities~~
5. ~~Last five years Audited Accounts~~
6. ~~Detail of Manufacturing/Fabrication facilities along with list of Testing Equipment calibrated up to date. The detail for the same may be submitted.~~
7. ~~Factory Registration / License details~~
8. ~~Solvency certificate from Bank (up to 20% of Bid value)~~
9. ~~P.F registration~~

## 6.0 The evaluation of the bids shall be done on the Total End cost of supply & erection and as per bid evaluation formula.

**Evaluation of Price Bidding:**

Based on the conductor parameters guaranteed by the bidders, average Ohmic losses for different type of conductors offered by the bidders shall be calculated as per following formula in Technical Specifications.:

Average Ohmic Loss (kw) = Loss Load Factor x 3 x Line Length x No. of sub-conductors x (specified continuous operating current)2 x AC Resistance corresponding to specified continuous operating current)

The value of Average Ohmic Loss (kw) = 182.25 x Line Length (in ckm.) x Rac,

where (1) Line Length is total length of lines proposed for uprating in ckm. i.e. 3 phase
(2) Rac is the AC resistance per km. guaranteed by the bidder at temperature corresponding to the continuous operating current of 450 Amp. for proposed conductor

6.1. Differential price evaluation for the conductor offered by the bidders shall be carried out considering the average Ohmic losses calculated as above and considering Rs. 1,60,000 per kw.

6.2. The best parameter of loss (lowest Ohmic loss for conductor) corresponding to lowest AC resistance quoted among bidders by any technically responsive & qualified bidder shall be taken as basis and that quoted by the particular bidder shall be used to arrive at differential price to be applied for each bid.

6.3. Final Amount for differential price loading shall be added to the price quoted/offered by the particular Bidder.

6.4. The price derived as per above point no 6.3 shall be considered for evaluation of L1 Bidder. Order shall be awarded on offered price i.e. without ohmic loss.

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

7.1 **GOODS AND SERVICE TAX (GST):**

**GST and Cess as applicable shall be payable/ receivable as mentioned in clause no. 17 of GCC**.

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

7.3 No extra payment toward any type of template including extensions and special tower will be made.

7.4 **Evaluation of the tender shall be carried out on end cost basis.**

7.5 **Statutory Variations:**

Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the GETCO's

account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the GETCO.

7.12 **Income Tax**

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

7.13 **Welfare Cess**

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

7.14 **(A) It is the responsibility of the GETCO for complete way leave clearance for execution of work. RoW compensation as per GoG tharav dated 01-03-2024 shall not be applicable however, the compensation for damage tree / crop shall be paid and the same shall be remain in scope of GETCO.**

**(B) All the procedure regarding RoW compensation is to be carried out by Agency is as follows:**

**a) Identification of Land Owner, their Land Survey No. with supporting documents i.e. 7/12 Utara, etc.**
**b) Handing over / distribution of Notice to concern land owners.**
**c) Plotting of line route on tikka map.**
**d) Preparation of "Panchnama Case" and follow-up with concern Sarpanch / Talati / Mamlatdar or concern Revenue Authority as well as Land Owners / Farmers for their signature & thereof.**
**e) Preparation of RoW case for submission of Office of the District Magistrate, etc. and also follow-up with them.**
**f) Follow-up with concern authority for getting statutory approvals including Police Department.**

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

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

Documentary evidence / revenue records to be provided by the contractor along with the copy of demand drafts through which compensation paid.

## 8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT

8.1 The successful bidder has to submit the security deposit-cum-performance deposit by DD/Bank Guarantee within **15 days of issue of LOA**.

8.2 The successful bidder will be required to pay an amount equivalent to 10% of the value of the order (END cost) as a Security Deposit for satisfactory execution of the contract and as performance guarantee. Such Security Deposit will be payable either in DD payable at Vadodara / Bank guarantees from Scheduled / Nationalized Banks will be acceptable. If the amount of security deposit payable exceeds Rs. 50,000/- Bank Guarantees will be furnished. The Bank Guarantees furnished should have clear one-time validity till the completion of the order in all respect and up to the expiry of the **Guarantee period of 60 months + 1 month = 61 months from the date of Commissioning of Transmission line**. Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which Board will be at liberty to redeem the same, without entering into further correspondence in the matter.

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

8.4 The Security Deposit-cum-performance Guarantee deposit as above on total shall be kept deposited up to **5 years** from the date of charging of line.

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

8.6 Corporate Guarantees are not admissible.

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

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

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

8.10 Bidders quoting under manufacture's authorization will have to furnish 5% of the overall order value towards theB.G. in addition to the 10% of the Bank

guarantee (as security deposit). The terms, conditions & validity of all suchBG's shall be the same.

8.11 New Bidders with proposed manufacturing facilities in India will have to furnish 5% of the overall order valuetowards the B.G. in addition to the 10% of the Bank guarantee (as security deposit). The terms, conditions &validity of all such BG's shall be the same.

**9.0 GUARANTEE PERIOD:**

Total material supplied and work executed shall be covered under guarantee period against any defect in materials, poor workmanship or defect/ wrong design etc. for a period of Five years from the date of commissioning of line.

**10.0 PENALTY FOR DELAY:**

10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cut-off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week **plus GST as applicable** on delayed work (supply and erection work) with a ceiling of 10% of the total contract value **plus GST as applicable.**

10.2 In event of failure of the Contractor to pay the amount of Penalty as demanded, **the Owner shall be entitled to deduct the amount of Penalty for delay from the amounts payable to the Contractors under any bills raised under this contract or any other amount payable under any other contract with the GUVNL and its Subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL, PGVCL, UGCVL.** 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.

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

**11.0 COMPLETION PERIOD:**

11.1 Overall Completion period for this Contract will be as below;

**Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

**: 09 (Nine) Months from the date of LOA.**

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

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

**12.0 Presentation of Bills**

12.1 Monthly RA bills for 80% value of the supplied tower material and work executed including cost of tower material and line material consumed is to be prepared in triplicate and submitted to Site Engineers in-charge of the work, for necessary payment. These bills shall be serially numbered with suffix SE.

12.2 10% payment out of balance 20% shall be released on completion of line work, handing over and acceptance by the Site Engineers in charge after rectification work if any and settlement of material account according to actual quantity utilized for completion of line. No extra payment will be release for to material which is not required for completion of line if supplied excess during execution work.

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

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

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

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

12.6 Payment of ROW compensation amount will be **given as below only after submission of necessary supporting documents as listed at GCC 86.2**.

1) 40% amount after completion of foundation work
2) 40% amount after completion of erection work
3) 20% amount after completion of stringing work in all respects

**The contractor shall make payment towards Right of Way / Way leave Clearance / Tree-crop damages etc. as per GoG Tharav dated 14.08.17 however, GETCO shall make payment towards Right of Way / Way leave Clearance / Tree-crop damages etc. as per awarded rate only. In no case, the contractor shall be entitled for any escalation to the compensation over and above the awarded rate.**

**It is the responsibility of the GETCO for complete way leave clearance for execution of work. RoW compensation as per GoG tharav dated 01-03-2024 shall not be applicable however, the compensation for damage tree / crop shall be paid and the same shall be remain in scope of GETCO.**

**12.7** During construction of the proposed transmission line, if it is required to carry out any modification/shifting/repair of existing transmission line then compensation towards damage of tree-crop etc. shall be paid only. In such cases, the compensation as per GoG Tharav shall not be applicable.

**12.7** The Bidder will be deemed to be very well familiar with the route of the transmission line before submitting an offer. Notwithstanding the difficulties of terrain, location approaches, way leave and other obstructions the price quoted for all the items of erection shall not undergo any change at any stage or granted by the GETCO for any special rates / consideration.

## 13.0 PRICE VARIATION: (NOT APPLICABLE)

**Price variation will be applicable only for steel tower materials (including nut-bolts) and Aluminium (ACSR) conductor as per the formulae given below;**

**13.1 For Tower material: (Not Applicable)**

$$P = \frac{Po}{100}\left[11 + 32\,\frac{SBLR}{SBLRo} + 25\,\frac{SBIR}{SBIRo} + 09\,\frac{Zn}{Zno} + 23\,\frac{W}{Wo}\right]$$

**Where**

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

Po = Price quoted/Confirmed.

$SBLR_0$ = Price of Steel Bloom- Retail. This price is as applicable on the first working day of the month, one month prior to the date of tendering.

$SBIR_0$ = Price of Steel Billets- Retail. This price is as applicable on the first working day of the month, one month prior to the date of tendering.

$Zn_0$ = Price of electrolytic high grade zinc. This price is as applicable on first working day of the month, one month prior to the date of tendering.

$W_0$ = All India average Consumer Price Index number for industrial workers, as published by Labour Bureau, Ministry of labour, Govt. of India (Base 2001= 100). This Index number is as applicable on first working day of month, three months prior to the date of tendering.

SBLR = Price of Steel Bloom- Retail. This price is as applicable on the first working day of the month, two months prior to the date of delivery.

SBIR = Price of Steel Billets. This price is as applicable on the first working day of the month, two months prior to the date of delivery.

Zn = Price of electrolytic high grade zinc. This price is as applicable on first working day of the month, two months prior to the date of delivery.

W = All India average Consumer Price Index number for industrial workers, as published by Labour Bureau, Ministry of labour, Govt. of India (Base 2001= 100). This Index number will be applicable on first working day of month, four months prior to the date of delivery.

**13.2 For ACSR / AL-59 conductor: (NOT APPLICABLE)**

**ECc1 = ECc0 [0.15+axA1/A0 + bxB1/B0 + IxL1/L0] – ECc0**

Where,

ECc1 = Price adjustment amount on ex-works price of conductor for each shipment.

ECc0 = Ex-works price component of conductor shipment-wise

A & B = Price indices of EC grade aluminum ingots and high tensile galvanized steel wire respectively, as published by CACMAI / Nationally recognized published index acceptable to GETCO.

L = Labour index as published by Labour Bureau, Shimla (Govt. of India)

a = Coefficient of EC grade Aluminum ingots, which shall be 0.65

b = Coefficient of high tensile galvanized steel wire, which shall be 0.15

l = Coefficient of Labour index in the ex-factory price of the equipment / materials, which shall be 0.05

13.3 PV clauses are applicable to only for tower material & ACSR / AAAC conductor in supply contract and other items are on FIRM price during entire execution of work.

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

13.5 The price variation formula will be applicable from the date of inspection / waival of inspection for the material offered.

13.6 The price variation will be applicable during contractual delivery period only. However, any decrease in the price variation during delayed period shall be applicable.

13.7 Price variation shall not be allowed beyond the original delivery date unless specifically stated in the time extension letter. As a rule, no price adjustment shall be allowed for the period of delay for which the supplier is responsible; however purchaser will be entitled for any decrease in the prices during this delayed period.

13.8 In case of non-publication of applicable indices on a particular month, which happens to be the applicable month for price variation purpose, the published indices prevailing immediately prior to the particular month shall be applicable.

13.9 If the price adjustment amount works out to be positive, the same is payable to the contractor by the owner and if it works out to be negative, the same is to be recovered by the owner from the contractor.

13.10 No price variation will be allowed on the freight and insurance component of FOR destination prices.

13.11 No price variation will be allowed on zinc in case of conductor.

13.12 The supplier has to submit PV bills (Negative / Positive) along with supporting documents / IEEMA circulars necessary for calculation of PV bills along with bills for payment against SR Notes. To claim the price variation successful bidder has to submit the supporting documents duly notary certified copy of IEEMA circulars, PV calculation sheet etc. along with their invoices.

13.13 The base date for the above Price Variation formula will be first day of the month prior to opening month of the Tender.

**13.14** In the above price variation formula, subscript "0" refers to indices as on 30 days prior to the date of Bid opening (referred to base date indices). Subscript "1" refers to the indices as on 60 days prior to date of inspection / waival of inspection of the material offered.

**14.0 Penalty Clause:**

**Penalty:**

**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 |
|---|---|---|
| 1 | **Up to Rs. 1 Lac** | Rs.5000/- plus GST as applicable |
| 2 | **Above Rs. 1 Lac to Rs. 10 Lacs** | Rs.40000/- plus GST as applicable |
| 3 | **Rs. 10 Lacs to Rs.100 Lacs** | Rs.100,000/- plus GST as applicable |
| 4 | **> Rs. 100 Lacs** | **1.0** % plus GST as applicable |

**2. Reporting;**

2.1 The contractor shall inform concerned Ex. Engineer Const/TR in writing within 24 hours of fatal/Non-fatal accident occurred to human being.

2.2 The GETCO investigating officer findings in to accident shall be final and binding to the contractor /Agency.

**3. Safety Requirement:**

3.1 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.

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

3.2.1 Safety equipments available and utilize.

(a) Helmet.

(b) Safety belt.

(c) Safety shoes.
(d) Live line Voltage detector

3.2 2 Safety procedure adopted.

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

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

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

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

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

**15.0 As built Tower Schedule:**

The Contractor must furnish the as built tower schedule as per the prescribed format at Annexure- B within 15 days from the date of test charge or commissioning of the line.

## 16.0 Interse Reverse Bidding: (Applicable)

After opening of the price bid, the bid price of each bidder shall be evaluated as mentioned above through Loss Capitalization Formula to derive the actual L-1 bidder's price and this L-1 bidder's price (after Loss Capitalization) shall be kept as Base Price for Interse Revised Bidding.

The bidders shall reduce their price in decrement of value as decided before start of "Interse" revised bidding" and after completion of Interse Revised Bidding, the Loss Capitalization amount of the successful bidder shall be deducted from their final price after Interse Revised Bidding and this calculated End cost shall be considered for award of contract.

The Interse reverse bidding shall be carried out on the same day of price bid opening. The L1 price shall be put up for starting price for Interse reverse bidding. Interse reverse bidding shall be for reducing the price and the bidders have to reduce their quoted price in decrement of value as decided before start of Interse reverse bidding.

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

Time of the Interse reverse bidding shall be intimated to bidder along with the intimation of price bid opening.

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

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

## 17. RIGHTS OF THE OWNER:

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

**Lien in respect of Claims in other Contracts:**

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

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

18. **For necessary payment against each consignment of material along with 100% taxes, duties, F & I shall be duly recorded in the form of TRC & SR note by the field office, which shall be now uploaded on Vendor Management System (VMS) Portal, www.vms.guvnl.com including invoice, documents which are**

**digitally signed by Vendors / Suppliers. The supporting documents duly signed, stamped and scanned are required to be uploaded. The VMS portal also provides 'real time' tracking of invoice status, to monitor the process of submissions and to receive timely updates.**

19. 2% of estimated cost of supply portion is to be handed over as spares to concern TR division after completion of supply, installation, testing & commissioning of conversion of line with DOG conductor into equivalent HTLS conductor (equivalent weight of DOG conductor with higher ampacity)

20. The earth wire of existing 66 kV transmission tower line shall not be removed.

21. Dismantling of existing ACSR DOG conductor rates (Hot line) is considered. It is proposed to carry out single circuit stringing on D/C towers section wise so that second circuit can be kept live to avoid evacuation constraints. Hence, dismantling of existing ACSR DOG conductor on D/C tower line would be in Hotline condition.

**Summary -Annexure -A**

| Sr. No. | Name of circle | Name of line | Total Line length in km |
|---|---|---|---|
| 1 | Anjar | 66 kV Vidi-Khedoi line | 8.202 |
| 2 | Anjar | 66kV Patri-Sadau line | 15.675 |
| 3 | Anjar | 66kV Mundra-Sadau line | 6.241 |
| 4 | Anjar | 66kV Kanaiyabe-Modsar line | 10.981 |
| 5 | Anjar | 66kV Nanikhakhar(Bidada)-Kera line | 29.800 |
| 6 | Anjar | 66kV Kukma Kotda C line 1 | 7.877 |
| 7 | Anjar | 66kV Bhachunda Netra line | 23.376 |
| 8 | Anjar | 66kV Rapar Pragpar line | 11.710 |
| 9 | Anjar | 66 kV Shivlakha -Samakhiyali 5 [Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] | 10.359 |

| | | | |
|---|---|---|---|
| 10 | Anjar | 66kV Vondh - Bhachau line | 8.702 |
| **Total of Anjar Circle (A)** | | | 132.923 |

## PROFORMA FOR CONTRACT AGREEMENT

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

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

WHEREAS the aforesaid GETCO has accepted the tender of the aforesaid contractors for _____

_____

_____ as per GETCO's LOA 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 ` _____ 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 LOA 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 ____/____/2022
2. GETCO LOA No. Dtd. _____ / _____/ 2022
3. Contractor's acceptance of LOA 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 Vidyut Bhavan, Race Course, BARODA - 390 007.

In the presence of name, Full address and Signature:

(1)_____
_____

(2)_____
_____

(On stamp paper of Rs 300/-)

## E.M.D BANK GUARANTEE FORMAT

Format for EMD BG is attached separately.

# BIDDING SCHEDULE

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## SCHEDULE - 1

## MATERIALS

**Following will be supplied by GETCO "free of cost" for erection of transmission line:**

1) Foundation drawing, tower drawing (up to 6 met. extensions) shall be provided for execution of work. The foundation drawing and tower details above 6 met. shall be designed and got approved by the bidder from GETCO with no extra cost to GETCO.

2) Parameters, Data etc. required for super structure / extension design and its foundation design.

**Following materials / equipments shall be procured / arranged by the contractor for erection of transmission line.**

1) **HTLS Conductor**
2) Tor / CRS steel bars required for reinforcement.
3) Cement as per technical specifications
4) Barbed wire.
5) Earthling sets.
6) Zinc rich paint.
7) Various plates namely DP / NP / PP CIP
8) **HTLS Conductor** Hard ware accessories including inspection at manufacturer works. Dispatch to destination as per instruction.

9) Tools & Tackles required for erection work, including tensioner puller machine stringing work.

10) Other materials and tools-tackles required for erection activities like survey, foundations, tower erection and stringing.

11) **Silicon Rubber Insulators (66kV, 90kN Suspension & 120 KN Tension)**

12) PROTO MODEL assembly and inspection thereof.

13) Preparation of structural drawing, fabrication sketches and bills of materials and its submission for approval.

14) Design of structure, preparation of structural drawings, Bills of Material, PROTO-MODEL inspection and approvals at no extra cost to the GETCO for items for which design / drawing are not available with the GETCO. New design if required to be prepared same and passed on to the GETCO at no extra cost to the GETCO.

Signature of Authorized Representative

Company / Agency

NAME : _____

STATUS : _____

Name of tendering Company

**SCHEDULE – 2 (Not Applicable)**

**COMPLETION PERIOD: 4 Months**

**Sub: Uprating of existing 66kv lines on tower and H frame by high ampacity conductor/HTLS conductor of equivalent size and weight of ACSR Dog conductor on turn key basis for 66kv Visavadar-Ratang line 24.85 Rkm.**

| Sr. No. | Description of work | Period in working months from date of LOA. | |
|---|---|---|---|
| | | Commencement | Completion |
| (A) | **Erection** | | |
| 1) | Survey, preparation of profile and Approval of check survey. | 0 | 3 |
| 2) | Stringing of high ampacity conductor/HTLS conductor of equivalent size and weight that of ACSR Panther conductor suitable for existing 132kV Towers with replacement of existing ACSR Panther conductor on normal tower, normal tower with extension and special river crossing span. | 4 | 15 |
| 3) | Final Testing, Commissioning of line | 3 | 15 |
| ( B) | **Supply** | | |
| a) | Collection of drawing & Bill Of Material for tower, approval of drawing and BOM, Sag Tension calculation of proposed HTLS conductor | 0 | 2 |
| c) | Inspection & supply of conductor, insulators, Hardware for conductor etc. | 2 | 15 |

Signature of Authorized Representative

Company / Agency

NAME : _____

STATUS : _____

Name of tendering Company

## SCHEDULE – 03

## FINANCIAL CAPABILITY

**Name of the Bidder:** _____

_____

_____

| Sr. No. | Details | Amount Rs In lacs | Remarks |
|---|---|---|---|
| | | | |

1. Liquid Assets of last quarter and Income Tax clearance.
   CA certified Liquid Assets be attached and last Income Tax certificate
2. Minimum Average Annual Turnover (MAAT) for last five years.
3. Price of the biggest job carried out.

Signature of Authorized Representative

Company / Agency

NAME : _____

STATUS : _____

Name of tendering Company

**SCHEDULE - 04**

Tender for Supply & Erection of _____

Tender No.

**Firms Letter Head**

Due On:

**CERTIFICATE – "A"**

I / We_____ authorized signatory of

M/s._____ hereby certify that

M/s._____ is not related with other firms who have submitted tenders for the same items under this inquiry / Tender.

**Seal of the Firm** **Signature of the Tenderer**

Place: `**With Designation.**

**Date:**

## SCHDULE – 05

## No deviation certificate

**Sub:** **Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali - Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

**Reference:** **Tender enquiry no. ACE(P&C)/Contracts/E-533/Uprating/66kV/S&E**
**Due on date: / /2026**

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

**I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.**

**I / We, declare that our Technical Bid is strictly in line with the Tender specifications.**

**Further, I /We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.**

**Seal of the Firm**

**Signature of the Authorized Representatives of the firm**

**Date:**

**Name:**

**Status:**

**Name of the Tendering Firm / Agency:**

**SCHEDULE-06**

**CONFIRMATION OF DETAILS OF BIDDER**

Bidders are required to furnish following information specifying YES / NO

| | | | |
|---|---|---|---|
| 1) | | Whether the Bid is on percentage basis as called for. | Yes / No |
| 2) | | Whether rebate furnished is in percentage basis as called for. | Yes / No |
| 3) | | Whether the Bid is uploaded by Online. | Yes / No |
| 4) | | Whether all pages of Bid Specifications are sealed and signed by the Bidder. | Yes / No |
| 5) | a) | Whether the Bidder is registered with GETCO for transmission line erection. | Yes / No |
| | b) | In case of "Yes", please furnish following details: | |
| | | i) Registration Letter No. & date. | |
| | | ii) Class of Registration | |
| | | Iii) Validity | |
| | c) | Whether Bidder is having PF Code No. | Yes / No |
| 6) | a) | Whether EMD paid. ( DD / BG / RTGS /NEFT ) | Yes / No |
| | b) | In case "Yes", furnish details | Yes / No |
| 7) | | Whether following documents as specified are submitted. | |
| | a) | Human Resources detail. | Yes / No |
| | b) | Availability of tools, equipments etc. | Yes / No |
| | c) | Details of orders executed / on hand | Yes / No |
| | d) | Financial capability. | Yes / No |
| | e) | Experience as specified. | Yes / No |
| | f) | Latest Income-tax certificate | Yes / No |
| | g) | Company's Articles Of Association | Yes / No |
| | h) | Details Of Partners / Directors | Yes / No |
| | i) | B.R./P.A. Authorizing Person | Yes / No |
| | j) | Power of Attorney of Consortium Members | Yes / No. |

**Signature of Authorized Representative of Company/Agency**

**NAME:**_____

**STATUS:**_____

**Name of tendering Company**

## ANNEXURE - 1

## DETAILS OF THE FIRM

| | | |
|---|---|---|
| **NAME OF THE FIRM**: | | |
| A | | |
| 1 | Address of Registered Office | |
| 2 | Contact Personal | |
| 3 | Designation | |
| 4 | Residential Address | |
| 5 | Phone Nos. (Office and Residential) | |
| 6 | Fax No. | |
| 7 | Telegraphic code | |
| B | | |
| 1 | Address of works | |
| 2 | Contact Personal | |
| 3 | Designation | |
| 4 | Residential Address | |
| 5 | Phone Nos. (Office and Residential) | |
| 6 | Fax No. | |
| 7 | Telegraphic code | |

**Signature of Authorized Representative of Company/Agency**

**NAME:_____**

**STATUS:_____**

**Name of tendering Company**

## ANNEXURE - 2

## DETAILS OF THE EXPERIENCE FOR SUPPLY & ERECTION WORK IN LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

| Sr. No | Name of Transmission line | Order reference no. & Date | Order value | Length of line | Date of completion | Order fully executed Yes/No | Status if order under execution |
|---|---|---|---|---|---|---|---|
| **A** | **GUJARAT Energy Transmission Corporation Ltd., GETCO:** | | | | | | |
| 1) | | | | | | | |
| 2) | | | | | | | |
| 3) | | | | | | | |
| 4) | | | | | | | |
| 5) | | | | | | | |
| **B** | **OTHER STATE ELECTRICITY BOARDS:** | | | | | | |
| 1) | | | | | | | |
| 2) | | | | | | | |
| 3) | | | | | | | |
| 4) | | | | | | | |
| 5) | | | | | | | |
| **C** | **PRIVATE FIRMS:** | | | | | | |
| 1) | | | | | | | |
| 2) | | | | | | | |
| 3) | | | | | | | |
| 4) | | | | | | | |
| 5) | | | | | | | |

## ANNEXURE – 3

## LIST OF PERFORMANCE CERTIFICATES UPLOADED WITH THE TECHNICAL BID

| *SR NO* | *Name of the Authority by whom certificate is issued* | *Reference No. & Date* | *Details of items* |
|---|---|---|---|
| *1* | *2* | *3* | *4* |
| | | | |

**SCHEDULE – 07**

**Acceptance letter**

**(TO BE UPLOADED ON FIRM'S LETTER HEAD)**

---

Ref. No.

Date:

To,

The Additional Chief Engineer (Procurement & Contracts)

Gujarat Energy Transmission Corporation Ltd,

Vidyut Bhavan

Race Course

VADODARA – 390 007

SUBJECT: _____

REFERENCE: A/T No. _____

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

(Signature)

Designation _____

---

**SCHEDULE – 08**

# FORM OF BANKER'S UNDERTAKING

**[For Execution of contracts & performance Guarantee for warranty period]**

Format for SD cum PBG is attached separately.

**Note:**

1. Bank Guarantees to be submitted against EMD as per Cl. No. 23 of GCC & against Performance Guarantee as per Cl. No. 8 of SCC & wherever applicable shall be furnished by following banks:

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

   i. All Nationalized Banks.

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

   1. AXIS Bank,
   2. AU Small Finance Bank
   3. Bandhan Bank
   4. City Union Bank
   5. CSB Bank
   6. DBS Bank India Limited
   7. DCB Bank
   8. Dhanlaxmi Bank
   9. Equitas Small Finance Bank
   10. FEDERAL Bank
   11. HDFC Bank
   12. HSBC Bank
   13. ICICI Bank
   14. IDBI Bank
   15. IDFC First Bank
   16. IndusInd Bank
   17. Jammu and Kashmir Bank
   18. Jana Small Finance Bank
   19. Karnataka Bank
   20. Karur Vysya Bank
   21. Kotak Mahindra Bank
   22. RBL Bank
   23. South Indian Bank
   24. Standard Chartered Bank
   25. Tamilnad Mercantile Bank
   26. Ujjivan Small Finance Bank
   27. YES Bank
   28. Ahmedabad Mercantile Co-Op Bank
   29. Nutan Nagrik Sahkari Bank Ltd.
   30. Rajkot Nagarik Sahkari Bank Ltd
   31. Saraswat Co-Operative Bank Ltd
   32. SBPP Co-operative Bank Ltd.
   33. SVC Co-Operative Bank Ltd.
   34. The Cosmo Co-Op Bank Ltd.
   35. The Gujarat State Co-Operative Bank
   36. The Surat District Co-Operative Bank
   37. The Surat People's Co-Op. Bank Ltd
   38. The Baroda Central Co-operative Bank
   39. The Panchmahal District Co-Operative Bank

40. The Kalupur Commercial Co-Op. Bank
41. The Rajkot Commercial Co-Operative Bank
42. The Banaskantha Mercanttile Co-Operative Bank
43. Gujarat Gramin Bank

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

**PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES**

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

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

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

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

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

## SCHEDULE – 09

INDEMNITY BOND

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

---

INDEMINITY BOND

**KNOW ALL MEN BY THESE PRESENTS that we, Messer's _____ _____ (hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of LOA No. _____ _____ dated _____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of line) _____ and / or if any of the said materials, when inspected by any officer authorized by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnity and at all times keep indemnified the GETCO against all loss, damage and deterioration to the any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.**

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

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

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

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

**THE WITNESS WHERE OF: We the**

**Said M/S _____**

**_____**

**(Signature of contractor)**

**(Seal of Firm)**

**hereto signed at _____**

**this day _____**

**In the presence of**

**1. _____ Name _____**

**_____address _____ (Signature)**

**2. _____Name _____**

**_____address _____ (Signature)**

## SCHEDULE - 10

## DETAILS OF HUMAN RESOURCES

Details of the human resources available with the bidder for the successful performance of the contract.

**Name of the Bidder: _____**

_____

_____

| Sr. No. | Designation | Name | Qualification | Professional experience & details of works carried out. | Remarks |
|---|---|---|---|---|---|
| **1** | Works Manager | | | | |
| **2** | Marketing Manager | | | | |
| **3** | Design Manager | | | | |
| **4** | Number of Skilled Employees | | | | |
| **5** | Number of unskilled Employees | | | | |
| **6** | Quality Control Manager | | | | |

.

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company

_____

## SCHEDULE – 11

## ERECTION CAPACITY:

The detail must be uploaded online in following format: -

| Sr. No. | Name of activity | Unit | Capacity per Annum per gang | No. of Persons per gang. |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1. | Preliminary and check Survey including profiles. | Km. | | |
| 2. | Foundation a) | Nos. | | |
| | b) | Cu.M. | | |
| 3. | Tower erection | Nos. | | |
| 4. | Stringing | Km. | | |
| 5. | Laying of OPGW | Km. | | |

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering

Company

**SCHEDULE – 12**

---

**LATEST INCOME-TAX CLEARANCE**

**CERTIFICATE**

(TO BE SUBMITTED SEPARATELY WITH THE OFFER)

## SCHEDULE – 13

## DETAILS OF PARTNERS / DIRECTORS WITH THEIR ADDRESS

**Name of the Bidder: _____**

| Sr. No. | Designation | Name (address) | Residence | Working Place |
|---|---|---|---|---|
| | | | | |

Signature of Authorized Representative

Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company

_____

**SCHEDULE – 14**

---

**MEMORANDUM / ARTICLES OF**
**ASSOCIATIOS OR CONSTITUTION**
**OF FIRM WITH THE NAMES OF**
**PARTNERS / DIRECTORS.**

---

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED.)

**SCHEDULE – 15**

---

**ATTESTED COPY OF RESOLUTION**
**OF PARTNERS / BOARD /**
**AUTHORITY ACCEPTABLE BY LAW**
**OF THE FIRM AUTHORISING A**
**PARTICULER PERSON TO SIGN**
**TENDER AND RELATED DOCUMENTS**
**ON BEHALF OF THE COMPANY.**

---

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED.)

## SCHEDULE – 16

### Confirmation of attachment

**I / WE, confirm that following documents are uploaded online with the bid of the offer.**

| Sr. No. | Details | Confirmation (Tick √ any one) |
|---|---|---|
| **1** | Firm's details as per "Annexure –1" | YES / NO |
| **2** | Certificate of Important Instruction & certificate - A | YES / NO |
| **3** | GETCO's technical specification duly signed and with seal of firm. | YES / NO |
| **4** | Guaranteed Technical particulars submitted in GETCO's Performa only. | YES / NO |
| **5** | ANNEXURE - 'X' | YES / NO |

**Seal of the Firm** **Signature of the Tenderer**

**Date:**

**SCHEDULE-17**

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED, BARODA**

**Date:**

**I N T E G R I T Y  P A C T**

**OUR ENDEAVOUR**

Tender no: **ACE(P&C)/Contracts/E-533/Uprating/66kV/S&E**

Sub: **Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

| GETCO COMMITMENT | PARTY'S COMMITMENT |
|---|---|
| ○ To maintain the highest ethical standards in business and profession. | ○ 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 to 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 others to enable them to complete the contract in time. | ○ To be true and honest in furnishing information including payment to agents / sub-agents. |
| ○ 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 completion of agreement / contract / work order. | ○ Not to enter into carter / syndicate / understanding whether formal / non formal so as to influence the price. |
| _____<br>**Seal & Signature**<br>**(GETCO Authorized Signatory)**<br>**Name:**<br>Designation : | _____<br>**Seal & Signature**<br>**(Party's Authorized Person)**<br>Name: |

**SCHEDULE-18**

**CERTFICATE FOR TECHNICAL COMPLIANCE**

**(TO BE UPLOADED ALONGWITH TECHNCIAL BID)**

**: TENDER SPECIFICATION NO.: ACE(P&C)/Contracts/E-533/Uprating/66kV/S&E**

**Sub: Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle.**

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

**(A)** **ACE(P&C)/Contracts/E-533/Uprating/66kV/S&E, Supply, installation, testing & commissioning of conversion of (1) 66 kV Vidi - Khedoi line (2) 66kV Patri - Sadau line (3) 66kV Mundra - Sadau line (4) 66kV Kanaiyabe - Modsar line (5) 66kV Nanikhakhar - Kera line (6)66 kV Kukma - Kotda C line (7) 66kV Bhachunda - Netra line (8)66kV Rapar Pragpar line (9)66 kV Shivlakha -Samakhiyali 5 line[Now LILO at Adhoi substation - 66kV Samkhiyali -Adhoi line (ACSR Dog Portion)] (10)66kV Vondh - Bhachau line with ACSR DOG conductor into equivalent HTLS Conductor (Equivalent weight of ACSR DOG conductor with Higher Ampacity) (Except Gap Type conductor) of Anjar Circle including tender specification Part-I, Part-II special condition of contract in detail.**

**(B)** Supply & Erection price components in the bid are subject to **FIRM PRICE BASIS**; in line with Tender Specification and stand valid till completion of the contract, if awarded.

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

**Signature of Authorized Representative of Company/Agency**

**NAME:_____**

**STATUS:_____**

**Name of bidder Company**

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

Vendor must fill up below details & uploaded with Technical Bid.

1. **PRICE** :
   **Percentage basis with** FIRM PRICE
2. **GST** :
   **[IN PERCENTAGE]**
   **Please quote your GST No. & Date. :**

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

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

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

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

7. **Completion Period Agreed** :
   (Please specify YES / No.)

8. **TELEPHONE NOS. & FAX NO.** :

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

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

11. **If Vendor Registration is done** :
    **(Please furnish the details of Vendor Registration No.)**

**SCHEDULE-19**

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

KNOW ALL MEN BY THESE PRESENTS that we, _____ by this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of _____ 2017. I/We Having Registered Office _____(herein after called **"**THE CONTRACTOR**"** which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.( hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no._____ dated_____made between _____ and _____for the contract of the _____value of ` _____ 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 `_____ 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 LOA no._____ dated _____ and whereas the said job/works will be /likely to be done in places covered under Employees' State Insurance Act,1948 (ESI) and /or the Workmen Compensation Act,1923 and /or other laws relating to the Labour Management and Welfare Act. (Respective Amendments)

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

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

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

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

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

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

the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .

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

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

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

| Sr. No. | Amount of Contract in Rs. | Penalty amount |
|---|---|---|
| 1 | Up to Rs. 1 Lac | Rs. 5,000/- **plus GST as applicable** |
| 2 | Above Rs. 1 Lac to Rs. 10 Lacs | Rs. 40,000/- **plus GST as applicable** |
| 3 | Rs. 10 Lac to Rs. 100 Lacs | Rs. 1,00,000/- **plus GST as applicable** |
| 4 | > Rs. 100 Lacs | 1.0 % of contract value **plus GST as applicable** |

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

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

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

---
(Signature with seal of The CONTRACTOR)
In the presence of:
1.
2.

## SCHEDULE – 20

**ON LETTER HEAD OF SUPPLIER / CONTRACTOR**

To,

Additional Chief Engineer (Procurement & Contracts)
Gujarat Energy Transmission Co. Ltd.,
Corporate office,
Vadodara.

Respected Sir,

I, _____(Name of the authorized signatory) having age ___, Designation _____ M/s _____(Name of the seller with address ) having PAN (10 digits) do hereby declare that GETCO has awarded the order of (Description of Supply order / EPC order) having (Order no and date) and we hereby undertake that we, M/s _____ have

1. The sales / gross receipts / turnover of more than Rs. 10 Crores in immediately preceding financial year and,
2. Total receipts from GETCO for consideration for sale of goods as per the contracts awarded is likely to exceed Rs 50.00 lacks during the FY _____.

And hence, we are liable to charge and collect TCS @ 0.075% / 0.1% (Strike out whichever is not applicable) from GETCO during FY _____. We also undertake that the TCS collected from GETCO shall be paid to Government Treasury within the prescribed time limit and necessary TCS returns in prescribed format will be filled by us.

We further undertake that TCS certificate in form 27 D will be submitted to GETCO within 30 days from the end of respective Quarter. In case, if we fail to pay TCS to Government Treasury within prescribed time limit or fail to filed TCS returns in prescribed time limit or fail to submit the TCS certificate within 30 days from the end of quarters, GETCO is entitled to recover the amount of TCS so collected from this contract or any other contract or from any other amount payable to us.

Thanking you,

For,

(Name of Authorized Signatory)

Designation:

## 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 manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders. | The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders. |
| Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor's supervisor for risk assessment.<br>• Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may be live.<br>• Disconnect equipment from supply.<br>• Protect against other live parts.<br>• Take special precautions when close to bare conductors / Bus bar. | Prior to execution of work a joint survey must be conducted by GETCO supervisor, contractor's supervisor and DISCOM line man in order to identify the following:<br>a. HT/LT line or tap line crossing under each span of line of the work.<br>b. Isolation point of each line crossing.<br>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.<br>**1.** The contractors must provide advance planning of work to concerned in-charge of substation in writing.<br>**2.** Before starting any work whether switch yard, "permit to allow to work" must be taken from control room in-charge.<br>**3.** Utilizing Electrical / non-electrical equipments, safety rules must be implemented.<br>**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.<br>**5.** Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area.<br>**6.** Any electrical work or electrical connections to equipment for any other work must be carried out by certified electrician/wiremen with adequate size of wire through MCB as per I.E. Rule.<br>- Live penal area / bus bar must be | 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.<br><br>While execution of stringing work, the identified line crossing must be isolated / de-energized and written clearance should be obtained from concerned DISCOM supervisor.<br><br>The isolation of Tap line must be physically seen and verified by Contractor and GETCO supervisor.<br><br>At D.O. fuse junction contractor's person should be posted to ensure that no person restore D.O. supply while work is under execution<br><br>Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing. |

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

## ANNEXURE-B

As Built Tower Schedule

| Location No. | Tower Type | Type of Foundation | Angle of Deviation | Span in Meter | Cumulative Span | Latitude | Longitude | Crossing Details |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

# JOINT VENTURE AGREEMENT

(On 300 Rs.Stamp paper duly notarized)
For

| **NAME OF WORK:**<br><br>**Detail of work: -** |
|---|

This Joint Venture agreement is made in India at _____ on _____ day of _____, 20___ by and between M/s._____, a company duly incorporated under the laws of Indian Companies Act of 1956 having its registered office at_____
(INDIA) (hereinafter referred to as the "First Party"/Lead Party) duly represented by Shri _____ as the One Party.

AND

M/s._____, a company incorporated under the Indian Companies Act of 1956 and having its registered office at _____ (hereinafter referred to as the "Second Party" duly represented by Shri. _____ as the other party.

The expressions, "First Party" & "Second party" shall wherever the context admit mean and include their respective successors in interest and permitted assigns and hereinafter referred to individually as the "Party and collectively as the "PARTIES'.

WHEREAS The Gujarat Energy Transmission Corporation (GETCO) (Hereinafter referred to as the Client") has invited tenders Notice No._____ Dtd._____for"_____
_____
_____
(Hereinafter referred to as " Work").

AND WHEREAS Party of first part and party of second part have entered into an agreement, by setting up of a joint venture (hereinafter called "JV") to be set up in India for the purpose of securing the above said work of GETCO and to execute the work jointly and severally in the event of award of the contract.

In consideration of the mutual agreement and undertaking hereunder set out the parties to this agreement have granted the rights and accepted the obligations as follows: -

**NOW THIS JOINT VENTURE AGREEMENT WITNESSETH AS FOLLOWS:**

1) **Principle Place of Business:**

The Parties agrees that principle place of business for any correspondence will be the office of Lead Partner.

2) **Participation:**

The participating interest of the members of the JV, as mutually decided, will be apportioned as _____% approximately for First Party and ____% approximately for the Second Party in the event of award of the contract to the JV

3) **Lead Partner**:

It is agreed by the parties that M/s._____ Co. (i.e. party of _____ part) shall be treated as LEAD PARTY, for the said WORK of contract of GETCO. Thus remaining parties (as above) agrees to authorize the _____ (name of leader of lead party) to exercise all or any of the powers in respect of the said WORK for and on behalf of all the parties as above, which shall be binding on all the parties jointly and severally. During execution of the contract, if any of the JV Partner, other than the Lead Partner are found to be not performing according to their scope of work, committed in the JV agreement and awarded contract, then it is prerogative of GETCO to take action against defaulting JV Partner, in concurrence with Lead Partner. The decision of GETCO shall be final and binding and shall not be subjected to any objection of any nature. In such an event, GETCO reserves the right to encash the 5% Bank Guarantee of defaulting partner. Further such defaulting partner shall not be allowed to participate in tender of GETCO for 3 years.

4) **Billing & Payment:**

It is agreed by the parties that it shall open a bank account in the name of said Lead Partner. It is further agreed that Parties will submit their bills/invoices in the name of Lead Partner, whereas, GETCO in the event of making payment/s will deposit the amount/issue the cheque in favour of Lead Partner only and that such payment shall be deemed to be received by all the parties including Lead Partners.

5) **Liabilities:**

All the parties of this joint venture agreement agree and confirm that in the event of getting the award of the contract through successful bid, the execution of the work shall be complied efficiently and within stipulated time and that all the parties of this agreement shall be jointly and severally liable to comply and execute the work.

6) **Bank Guarantees**:

It is agreed between the parties that Bid Bond (in the form of Demand Draft and Bank Guarantee) and Performance Guarantee shall be arranged by them in their participation ratio, or as mutually agreed upon all the parties & affirmed by GETCO.

7) **ARBITRATION:**

In the event of any dispute arising between the parties and GETCO in respect of execution of this WORK, such disputes shall be resolved by arbitration to be held in GUJARAT in accordance with the Indian Arbitration Act. These agreements will be governed by and construed in accordance with Indian Law.

IN WITNESS WHEREOF THE PARTIES hereto has put their respective hands and seal on this day, month and year herein above written.

SIGNED SEALED AND DELIVERED

_____

By within named
(Party of the FIRST PART/LEAD PARTY)

SIGNED, SEALED AND DELIVERED

_____

By within named
(Party of the SECOND PART)

WITNESSES:

1 _____

2 _____
(Name and address of the witnesses)

## PERFORMA OF POWER OF ATTORNEY BY THE JOINT VENTURE/ CONSORTIUM MEMBERS

**(Non Judicial Stamp of Rs.300/- duly notarized)**

KNOW ALL MEN BY THESE PRESENTS THAT WE PARTIES whose details are given hereunder:

1. M/s. _____ (A company incorporated in the companies Act 1956// A partnership Firm registered under the Indian Partnership Act 1932/ Proprietary ship concern solely owned, controlled and managed by etc.) having its registered office at
(Complete address)

2. ---do---

3. ---do---

have entered into a Joint venture agreement for the purpose of securing the work of GETCO vide tender notice No._____ and having our registered office/Head Office/ at (hereinafter called the Consortium/ Joint venture which expression shall unless repugnant to the context or meaning thereof, include is successors, administrators and assigns).

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint M/s. ---------- a Company _____ (name of leader) of and having its registered/Head Office at, as our duly constituted lawful Attorney (hereinafter call “Attorney” or “Authorized Representative” or Partner In charge or Leader of Consortium/ Joint venture) to exercise all or any of the powers for and on behalf of the Consortium/ Joint venture Company Members in regards to Specification No: _____ the bids for which have been invited by Gujarat Energy Transmission Co., Ltd., (herein after referred to as GETCO or the “Corporation”.)

i) To submit proposal and participate in the aforesaid bid specification of the Corporation on behalf the “Consortium/ Joint venture Members”.

ii) To negotiate with the Purchaser, the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the Contract with the Corporation for and on behalf of the “Consortium / Joint venture Members”.

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".

v) In the event of an order placed on M/s. ----------

The work shall be executed by all the members as per Bidding Documents and as per the schedule hereunder:

**Schedule of Completion**

| Sr. No. | Completion Schedule | Name of 132kV Line | Name of Bidder/Member of consortium/ Joint venture |
|---|---|---|---|
| 1 | | | |

The work to be executed by the Consortium/Joint venture members against order placed shall be executed jointly & severally by the individual members/JV to the GETCO and in the event of making payments , against individual invoices/bills submitted by Lead Partner, GETCO will issue cheques in the name of lead partner. GETCO will issue necessary certificate/documents in the name of Lead party only, as per rules and regulations.

vi) The Corporation may place only one order on the Leader of Consortium/ Joint venture incorporating the names of all the Consortium/ Joint venture Members and schedule of completion against each member, We, the members / parties confirm that commitments made and liabilities incurred by our Leader shall be binding on all the parties of the JV duly formed (Consortium/ Joint venture Members) and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

vii) In the event of award of contract, we the Consortium/ Joint venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.

viii) The leader of Consortium/ Joint venture is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium/ Joint venture members and entire execution of the contract.

ix) In the event of any default in executing contract, that is in execution of work in accordance with specifications and within the schedule time by any Member/Members of Consortium/ Joint venture, the remaining other member / members shall accept the liability and execute the contract in full as provided in clause –vii of this agreement.

x) We all the members of the consortium / Joint venture agree and undertake that in the event of any change in the constitution of any Consortium/ Joint venture Member the rights and obligations of the Consortium / Joint venture shall continue to be in full force without any effect thereof.

xi) We, all the members of consortium / Joint venture undertake that we shall not cancel or amend this agreement unilaterally and without the consent of GETCO and such consent will be obtained in writing. We also undertake that this agreement will be duly registered in any registrar's office located in ----------

It is already understood that the lead party /Leader shall ensure performance of the contract(s) and if one or more above said party (Member) fail to perform their respective portion of the Contract (s) the same shall be deemed to be a default by all the abovesaid parties /JV.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Warranty period in terms of the Contract.
All the parties/members of above said Joint venture do hereby agree and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representative/Leader quotes in the bid, negotiates and signs the Contract/other necessary documents, with GETCO and /or proposes to act on behalf of the Consortium / Joint venture by virtue of this power of Attorney/Agreement and the same shall bind the said Joint venture and its authorized representatives, as if done by itself.

IN WITNESS THEREOF the Members constituting the Consortium/ Joint venture as aforesaid have executed these presents on this _____ day of _____ under the Common Seal (s) of their companies.

For and on behalf of the Members of Consortium/ Joint venture.

_____

Attorney holder / Leader party

(Signed, seal by the company)

1) Signature, Name, Designation & Seal of each Company/Parties

2)---------- Do ----------

3)----------Do ----------

Signed and seal in the presence of witness.

1. Signature …….
   Name ……
   Designation ……..
   Occupation …….

2. Signature …….
   Name ……
   Designation ……
   Occupation ……

## ANNEXURE-I

## FORM OF JOINT UNDERTAKING BY THE LICENSOR ALONGWITH THE BIDDER

**(On Non-Judicial Stamp Paper of Indian Rupees 300/-)**

THIS DEED OF UNDERTAKING executed this_____day of _____ Two thousand _____ by _____ a Company incorporated under the laws of _____ and having its registered office at_____(hereinafter called the "Licensor" which expression shall include its successors, executors and permitted assigns) and _____ a Company incorporated under the Companies Act, 1956 having its Registered Office at _____(hereinafter called the "Bidder" /"Contractor"/ Licensee which expression shall include its successors, executors and permitted assigns) in favour of Gujarat Energy Transmission Corporation Limited (GETCO) having its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara– 390 007 (hereinafter called the "Employer"/ Purchaser / Owner which expression shall include its successors, executors and assigns).

WHEREAS the Employer invited Bids as per its Specification No._____(1) which inter-alia includes the design, manufacture, testing, supply on Final Destination delivery at site basis for _____(2) for _____(3).

ANDWHEREAS Clause at 3.0 for Qualifying Requirements stipulates that the Bidder along with its Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the Contract in the event the Bid is accepted by the Purchaser resulting in a "Contract".

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No._____ dated _____ based on the Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Licensor and the Bidder / Contractor / Licensee do hereby declare that we shall be jointly and severally bound unto the Gujarat Energy Transmission Corporation Limited (GETCO) (Employer) for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of package in accordance with the Contract specifications.

Note: (1) Fill in the Specification No. here
(2) Name of equipment / material
(3) Fill in the Name of Project here.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Licensor in particular hereby agrees to depute their technical experts to the Contractor's Works as considered necessary by the Employer, Contractor and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the equipment package in accordance with Contract Specifications and if necessary the Licensor shall advise the Supplier /Licensee suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Vadodara shall have exclusive jurisdiction in all matters arising under the undertaking.

4.0 As a security, the Licensor shall apart from the Supplier's performance guarantee, furnish a Performance Security from its Bank in favour of the Purchaser in a form acceptable to Purchaser. The value of such guarantee shall be equal to 5% of value of the Contract awarded by the purchaser to the Supplier and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The Guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the warranty period _____ package under the Contract. The Bank Guarantee amount shall be payable to the Purchaser on demand without any reservation or demur.

5.0 We, the Licensor and the Bidder/Contractors confirm that the licensee agreement shall be valid for a period of at least five (5) years after the guarantee period of the equipment and materials to be supplied under the Contract.

6.0 We, the Licensor and the Bidder/Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contract.

IN WITHNESS WHEREOF the Licensor and the Bidder / Supplier have through their authorized Representative executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

**WITNESSES:** **FOR LICENSOR**

_____ Name _____
(Name in Block Letter)

Designation _____

_____
(Office Address)

Common seal of Company_____

_____ (Signature of Authorized Representative)

**Witnesses :**

_____
(Name in Block Letter)

_____
(Office Address)

Name _____

Designation _____

Common seal of Company _____

For Bidder /Supplier/Licensee

1. _____

_____
(Name in Block Letter)

_____
(Office Address)

(Signature of Authorized Representative)

Name _____

Designation _____

Common seal of Company

For Employer (GETCO)

Note: This deed of joint undertaking should be attested by Notary Public at the place of the respective executant.

## ANNEXURE – IA

(on non-judicial stamp paper of Rs.300/-)

**MANUFACTURER'S AUTHORIZATION**

Ref No._____ Date_____

To,
Gujarat Energy Transmission Corporation Ltd,
8 th Floor, Sardar Patel Vidyut BHavan,
Race Course,
Vadodara-390007
Gujarat, India.
Dear Sir,

**Tender No_____Under (Tender Notice No._____) for supply of _____ (item)**

We _____ who are established and reputable manufacturers of (name & description of goods offered)_____ having factory at_____(Address of factory) do hereby authorize M/s. _____( name & address of Agent) to submit a bid, and sign the contract with you for the above goods manufactured by us against the above NIT under Tender Notice No._____.

We shall extend our full guarantee and warranty as per the General Conditions of Contract appended with specification for goods and services offered for supply by the above firm against this NIT.

Further, we hereby confirm as follows:

1) We confirm for design, manufacturing & testing of equipment as per relevant IS/IEC/ANSI with latest amendments.

2) We give commitments for full technical / after sale support including spares during erection, testing and commissioning and confirm that products are as per technical specifications & type tested as per IEC/IS/ specification from accredited laboratory.

3) We also confirm that we are having all the testing facilities as required for testing of the equipment as per relevant IS/TEC/ANSI with their latest amendments.

4) We confirm that this authorization will remain in force at least up to guarantee period of equipment.

5) We confirm for free replacement / repair within the guarantee of equipment.

6) We confirm that all acceptance tests shall be carried out in presence of GETCO's Engineer in any NABL in India / at OEM's works without any extra cost to GETCO.

7) We confirm that, for dispute, if any, the Indian judicial as defined by purchaser shall be binding to us and we shall be abide & act as per Indian govt. rules & regulation in toto.

Yours faithfully,

Date : Sign & seal of manufactures