GUJARAT ENERGY TRANSMISSION CORPORATION LTD
TRANSMISSION CIRCLE
HIMATNAGAR

TECHNICAL BID

Tender NO: 2026-27/HTC / 62

NAME OF WORK

Sub: Tender For Mechanical Strengthening works of 66KV Idar-Panol line Various locations under Idar AM Division.

Note: Submit ALL Document Online

Only not Submit Physically

Gujarat Energy Transmission Corporation Ltd.

Transmission Circle office, 66KV Himatnagar-1 Substation Compound,
Nr. Motipura Circle, N H -8, Motipura,
Himatnagar-383 001
Web site: www.getcogujarat.com Email: setrhmt.getco@gebmail.com

TENDER NOTICE No: 2026-27/HTC/ 62

SE (TR), HIMATNAGAR invites "On line Tenders" (e-tendering) for following work of " Tender For Mechanical Strengthening works of 66KV Idar-panol line Various locations under Idar AM Division Tender Papers & Specifications may be down loaded from Web site https://getco.nprocure.com (For view, down load and on line submission) and GUVNL/GETCO web site www.gseb.com & www.getcogujarat.com (For View & down load only). Tender fee Plus GST as applicable may be paid online via RTGS/NEFT. All the relevant documents of tender to be submitted online only. Office addressed: Superintending (TR), **Gujarat Energy Transmission Corporation Limited, Circle Office, HIMATNAGAR.**

"NO COURI'ER SERVICE OR HAND DELIVERY" will be allowed.

All the bidders, in respect of tender item must have vendor registration with the GTECO or their any subsidiary company viz. prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened.

Sr.	Description	
1	Tender No.:	2026-27/HTC/62
2	Tender Fee (Non Refundable)-RTGS/NEFT Only	Rs 1180.00 (Rs:1000.00 + 180.00(18.00% GST)
3	Estimated cost.	Rs: **56,92,615.00**
4	Earnest Money Deposit amount paid by RTGS/NEFT Only	Rs:56,927.00
5	Appropriate Class	Any class of GETCO
6	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory).	26.11.2026
7	Technical bid Opening Date.	26.11.2026
8	Tentative Date of on – line opening of Price bid, (if possible), at 11.00 Hours	Shall be intimated separately
9	Time limit	**06 Months**
10	Important Note	**1)Tender Fees and EMD paid RTGS/NEFT/online mode Only,Other than paid will be rejected and bidder will be disqualified. &** **2)Without submitting the On Line tender, In such cases, THE TENDER FEES WILL NOT BE REFUNDED.**

IMPORTANT:

All the online Annexures i.e. Annexure - 1 to 8 and price bid, other tender documents (refer Table-A) must be submitted/attached through online form only.

(A) Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and **no physical documents to be submitted by bidder.**

(B) Suitable payment option can be selected for Tender fees & EMD. Amount should be paid either by **Online-payment, RTGS/NEFT or Banker's Cheque. Payment of Tender Fees & EMD by RTGS/NEFT/on line shall be encouraged. In case of payment through RTGS/NEFT bidder has to mail following details:**

Sr. No	Required Details
1	Name & Address of the bidder
2	Bidder GST No
3	Tender No with due date

4	Mode of Transfer
5	Ref. ID with Bank Details
6	Paid Amount
7	Payment against (**Tender Fee / EMD**)

To:

a. setrhmt.getco@gebmail.com
b. decmhmt.getco@gebmail.com
c. aohmt.getco@gebmail.com

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

❖ **GETCO Beneficiary Bank detail is as under:**

1	Name of Bank	BANK OF BARODA
2	Name of Branch	HIMATNAGAR
3	Branch Code	8407
4	MICR Code	383012006
5	IFSC Code	BARB0VJHIMM (5th Digit in IFSC code Is ZERO)
6	Name of Account	THE SUPERITENDING ENGINEER, GUJARAT ENERGY TRANSMISSION CORPORATION LTD
7	Account No.	84070200001468
8	GST No	24AABCG4029R2ZC

(C) In case short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from bidder in physical form.

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

(E) All the relevant scanned documents as per requirement of the tender are to be upload through online only on n procure portal. Tender will be evaluated on basis of Data / Details / Documents submitted by online form only.

(F) It is mandatory for all the bidders to upload their tender documents by on line only (E-tendering) in scheduled time. **No documents shall be considered physically which are mentioned for on-line submission only.**

(G) The bidders are required to fill up all the online annexure / forms (word file attached) and shall be uploaded invariably. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming / attached in bid / refer physical offer, the Bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure. Wherever required, bidder shall invariably have to upload supporting authentic documents in the online bid. (In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

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

(I) The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/ONLINE Mode Only.

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

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer (TR) Gujarat Energy Transmission Corporation Limited, Circle Office, 66KV Himatnagar-1 Substation Compound, Nr. Motipura Circle, N H -8, Motipura, Himatnagar-383 001** GETCO reserves the right to reject any OR all tenders without assigning any reasons thereof.

Yours faithfully,
Superintending Engineer
Himatnagar

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

CHECK LIST OF DOCUMENTS SUBMISSION

TABLE-A		
Mandatory to upload on-line only (pdf file)		
No.	**Particulars**	**Check Mark**
1	Scan of RTGS/NEFT of Tender Fee Amount / Online payment receipt	
2	Scan of RTGS/NEFT of EMD Amount / Online payment receipt	
3	Registration document as Approved Contractor in Appropriate Class	
4	Work order with schedule 'B' & Work completion certificate in Form No.3A (Experience Certificate as Main contractor) only as Per Qualification Requirement.	
5	Bank Solvency Certificate	
6	Provident Fund Code Number Documents	
7	GST Registration Number Documents	
8	Income Tax Return, Profit Loss Accounts and Balance sheet of Last Three Financial Years	
9	Nature of Firm:	
	Partnership deed/Latest Form-G/ POA/Authorized Signatory Certificate for Partnership	
	Self-Affidavit/POA/Authorized Signatory Certificate for Proprietorship	
10	PAN Number Document	
11	Electrical Contractor's License with latest validation	
12	Certificate of Registration as "Approved Vender" with GETCO (erstwhile GEB) OR Certificate of Authorized dealer of approved manufacturers along with certificate of registration of the original manufacturer with GETCO	
13	Filling Annexure 1 to 8	
14	Bank Cancel Cheque Submit for Refund of EMD Amount	

Scope of Work

1. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.

The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere. The scope of work **is** Tender For Mechanical Strengthening works of 66KV Idar-Panol line Various locations under Idar AM Division as per standard specification and standard practice of GETCO and as per EIC.

2. The above work shall be done as per GETCO's approved drawing/layout.
3. Necessary field quality plan of GETCO shall be implemented and necessary documentation shall also be maintained as per GETCO's norms and instruction of EIC. If required field quality plan shall be available at field offices.
4. During the work of erection of feeder bay/transformer bay safety check list shall be followed. Necessary check list will be available at our field office.
5. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
6. All work should be done accordingly to ISO & FQP and all require documents including Filled FQP, testing results etc. should be submitted while handing over the completed work.
7. The quantity mentioned in price bid is tentative and may vary in actual work order.

PART-I – ITB

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Particulars

1.1 The Gujarat Energy Transmission Corporation Ltd. Baroda hereinafter called 'OWNER' or 'GETCO' intends to receive bids for erection of structures and all equipment including earthing installation in line as detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 **Qualification Requirement (All Document to be Submit Online Only and not to be Submitted Physically)**

1 **Registration**: Bidder shall be registered contractor of Getco in any class

2 **Experience**:

Bidder should have executed minimum 5 nos. of similar work during 3 financial year for 66KV voltage class and above

OR

The bidder should have erected transmission lines including stringing of conductor and earth wire of minimum length 5 RKM of 66kV and above voltage class in last 3 financial years.

3. **Solvency**: Latest bank solvency certificate not older than 1 Year from any Nationalized/ Scheduled/Co-operative Bank of a sum of minimum 20 % of the estimated cost shown in the tender.

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

5 **Financial Statement:** The Bidder should submit photocopy of audited financial statement i.e. Balance sheet with profit and loss account of last three Years. In case, audit is not mandatory, bidder should submit photocopy of financial statements i.e. Balance Sheet & Profit & Loss Account.

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

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

8. **GST Registration** The bidders should submit the certified copy of GST registration of their firm.

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

11. Building and other Construction Workers' Welfare Cess Act registration copy, if applicable (after tender awarding).

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

3.0 Bidding Costs

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

4.0 BID DOCUMENTS

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

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

5.0 Knowing the Bid Documents

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

6.0 Clarifications on Bid Documents

Submission and Evaluation of Documents / Clarification

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

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

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

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

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

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

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

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

the Tender conditions.

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

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

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

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

7.0 Amendment of bidding document:

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

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

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

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

C. PREPARATION OF BIDS

8.0 Language of Bid:

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

8.2 Bid Format

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

9.0 Evaluation of Online Offer

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

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

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

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

10.0 Documents comprising the Bid:

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

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

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

10.4 The Bid Guarantee shall be submit furnished in a On line only..

11.0 Online Annexures and Supporting Documents

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

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

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

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

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

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

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

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

12.0 **Bid Price:**

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

13.0 **Price Basis:**

13.1 The Price shall be quoted on firm basis.

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

14.0 Taxes and Duties:

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

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

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

14.4 The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 14.3. If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contactor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

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

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

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

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

15.0 Time Schedule:

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

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

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

16.0 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.

17.0 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.

18.0 Bid Security/EMD:

18.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of estimated cost to be paid as under:
a) In the form of RTGS/NEFT drawn in favor of **Gujarat Energy Transmission Corporation Limited payable at HIMATNAGAR.**

18.2 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.

18.3 The EMD shall be submitted RTGS/NEFT. Tenders not accompanied by EMD shall be rejected.

18.4 The Owner will reject any bid not secured in accordance with Para 18.1 above, as non-responsive. No exemptions are made in the furnishing of the security.

18.4 The EMD will be returned promptly to the unsuccessful tenderer after observing company's rules. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO as per its discretion.

18.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract Security Deposit..

18.6 The bid guarantee may be forfeited.

a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)
C) SD is not paid within time than EMD will be forfeited and disqualifying for future participation in tender.

19.0 Format of Bid:

19.1 The Bidder shall prepare Submit all Document Online Only.

21.0 Deadline for submission of bids:

The Bidders have to submit online only. 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

.

22.0 Late Bids

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 same will return with seal condition.

23.0 Modification and withdrawal of bids:

23.1 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.

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

23.3 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.

E. BID OPENING AND EVALUATION

24.0 Opening of bids by owner:

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

24.2 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.

24.3 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/Mail, at least one day in advance besides inviting final price bid if found appropriate after evaluation of Technical bids.

24.4 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.

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

25.0 Purpose of evaluation of bids:

25.1 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.

26.0 Policy for bids under consideration:

26.1 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.

27.0 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.

28.0 Preliminary Examination:

28.1 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.

28.2 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.

28.3 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.

28.4 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.

28.5 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.

29.0 Evaluation of Price Bids:

No Copy of Technical Bid/ PRICE-BID requires in Physical Form. It is compulsory to submit Technical Bid /Price-bid through on-line (n-code) only.

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

F. AWARD OF CONTRACT

31.0 Award Criteria

31.1 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.

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

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

32.1 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.

33.0 Notification of award:

33.1 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.

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

33.3 Upon the successful Bidder's furnishing of performance guarantee/SD. Owner will promptly notify each unsuccessful Bidder and will discharge its bid security,

34.0 Signing of contract:

34.1 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.

34.2 Within 30 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.

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

34.0. If bidder having experience in Sub-Contract, please furnish the authorization letter form principal order placing authority .

35. New Condtions

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.

PART-I GCC

GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) American Society of Materials Testing Codes.

i) Standards of the Indian Standards Institution.

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

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

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

2.0 APPLICATION

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

3.0 CONTRACT DOCUMENTS

3.1 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, the Special Conditions of Contract. and all other documents included under Part-I, Part-II and Part-III .

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

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

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

3.2 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.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5.0 CONSTRUCTION OF THE CONTRACT

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

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

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

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

5.4 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).

6.0 JURISDICTION OF CONTRACT

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

7.0 EXECUTION OF CONTRACT:

7.1 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.

7.2 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 HIMATNAGAR 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.

7.3 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.

7.4 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.

8.0 ENFORCEMENT OF TERMS

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

9.0 COMPLETION OF CONTRACT

9.1 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.

10.0 TIME – THE ESSENCE OF CONTRACT

10.1 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.

10.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within seven (7) days of the date of LOI.

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

11.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the commencement given by the respective Construction/Transmission division unless otherwise provided in LOI.

12.0 PENALTY FOR DELAY

12.1 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).

12.2 The total amount of penalty for delay under the Contract will be subject to a maximum of 10% of the Contract Prices Plus GST detailed in the Special Conditions of Contract (SCC).

13.0 GUARANTEE

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

13.2 If it becomes necessary for the Contractor to rectify or renew any defective portions of the works the provision of this clause shall apply to portion of the works so rectified or corrected until the expiry of 12 months from the date of such rectification or correction. If any defects are not rectified within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

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

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

14.0 TAXES, PERMITS & LICENCES

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

15.0 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.

16.0 LIMITATION OF LIABILITIES

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

17.0 ENGINEER'S DECISION

17.1 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.

17.2 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.

17.3 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.

18.0 POWER TO VARY OR OMIT WORK

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

19.0 CHANGE OF QUANTITY

19.1 During the execution of the Contract, the Owner reserves the right to increase or decrease or cancel 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.

19.2 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.

20.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 PAYMENT

25.1 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.

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

25.3 Terms.

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

26.0 Payment Schedule

26.1 Application for Payment

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

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

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

26.5 Mode of Payment

26.6 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.

26.7 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.

26.8 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 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.

27.0 DEDUCTIONS FROM CONTRACT PRICE

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

D. RISK DISTRIBUTION

28.0 INSURANCE

28.1 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.

28.2 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.

28.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of

all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

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

28.5 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.

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

29.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

30.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

30.1 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.

31.0 FORCE MAJOURE

31.1 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.

31.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force major 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.

32.0 SUSPENSION OF WORK

32.1 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.

32.2 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.

33.0 CONTRACTOR`S DEFAULT

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

33.2 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.

33.3 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.

34.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

34.1 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) day's notice in writing to the Contractor of his decision to do so.

34.2 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.

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

35.0 FRUSTRATION OF CONTRACT

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

35.2 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.

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

36.0 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.

37.0 SETTLEMENT OF DISPUTES

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

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

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

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

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

38.0 ARBITRATION

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

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

38.1.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be HIMATNAGAR.

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

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

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

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

39.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every one month, 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.

PART-I ECC

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

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

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

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

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all 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 misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

8.0 CONTRACTOR'S FIELD OPERATION

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

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

9.0 PROGRESS REPORT

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

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOR

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

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

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

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space Land for Contractor's Store, Workshop etc.

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

.

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

13.2 Electricity & Power supply:

Where power supply is available with the Owner for construction purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer charge for consumption in works. Electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's Labor/staff colony, the power so consumed shall be charged at the prevailing tariff rate of the GUVNL as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

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

14.2 First-aid

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 personnel shall be trained in administering first-aid.

14.4 Cleanliness

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

15.0 LINES AND GRADES

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

16.0 FIRE PROTECTION

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

and equipment and materials storage areas.

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

17.0 SECURITY

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

18.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment erected by the Contractor shall be carried out in presence of contractor and is deemed considered as part of the work completion. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such tests and trials.

19.0 MATERIALS HANDLING AND STORAGE

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

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

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

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

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

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

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

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

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

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

20.0 CONSTRUCTION MANAGEMENT

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

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

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

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

21.0 FIELD OFFICE RECORDS

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

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

24 INSURANCE

24.1 In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract of this Volume-I, the following provisions will also apply to the portion of works to be done beyond the

Contractor's own or his Sub-Contractor's manufacturing Works.

24.2 Workmen's Compensation Insurance

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

24.3 Comprehensive General Liability Insurance

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

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

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

25.0 UNFAVOURABLE WORKING CONDITIONS

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

26.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

27.0 WORK & SAFETY REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.18 The Contractor shall follow and comply with all 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 Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

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

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

28.0 CODE REQUIREMENTS

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

PART-I SCC

SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars:

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

2.0 Tender Fee:

- Payment of tender Fess can be accepted by RTGS/NEFT.
- In case of Payment through RTGS/NEFT upload document in online.,

3.0 Earnest Money Deposit (EMD):

- Payment of EMD can be accepted by RTGS/NEFT.
- In case of Payment through RTGS/NEFT upload document in online.,

Bank Detail

Sr.No.	Particulars	Requisite Details
1	Name of Bank	BANK OF BARODA
2	Name of Branch	HIMATNAGAR
3	Branch Code	8407
4	MICR Code	383012006
5	IFSC Code	BARB0VJHIMM (5th Digit in IFSC code Is ZERO)
6	Name of Account	THE SUPERITENDING ENGINEER, GUJARAT ENERGY TRANSMISSION CORPORATION LTD
7	Account No.	84070200001468

4.0 Declaration by bidder:

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

5.0 Technical Qualifying Criteria:

As per Qualification requirement clause No.- 2

6.0 Financial Qualifying Criteria:

As per Qualification requirement clause No.- 2

7.0 Price Inclusions (including Taxes & Duties):

7.1 The prices quoted shall be all inclusive of freight, Octroi, transportation, loading, –unloading & stacking at site of equipment materials received from construction store HIMATNAGAR after observing all store formalities of GETCO .

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

7.3 GST:

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

i. Contractor has to submit the GST Registration certificate

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

iii. GETCO will withheld the GST amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor

iv. The Contractor has to submit invoice to GETCO indicating following.

- Name, address and GST registration no. of the service provider
- Name and address of person receiving the service i.e. GETCO
- Description and value of taxable service provided
- The total GST payable thereon with bifurcation of GST payable by service provider and service receiver.
- Rate and amount of taxes i.e. CGST/ SGST/ IGST/UGST
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce i.e. Out of Gujarat Supply
- Applicable SAC Code

Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTIN

v. Contractor has to provide Tax invoice in a standard format as per CGST act, CGST rules 2017 and GST invoicing rules containing all details as provided in Act and rules. Contractor / Supplier has to mention GST no. of GETCO i.e. 24AABCG4029R2ZC in the invoice invariably & failure of which payment will not be made.

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

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

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

TDS Under GST at Prevailing rate will be detected from bills in accordance with the provision of section 51 of the CGST act 2017 in concurrence with other GST act and allied rules. Certificate will be issued to the contractor for the deduction

7.4 Statutory Variations:

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

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

7.5 **Income Tax**

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

7.6 **Welfare cess**

1) As per the Welfare cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects and civil works.
2) Contractor shall get registered under welfare cess Act before commencement of work. Office of the factory inspector is authorized at present as a registering authority.
3) GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
4) The contacts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO contractor on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

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

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

8.0 SECURITY DEPOSIT

8.1 The successful bidder has pay security deposit before commence of the work & Submit LOA within 15 days of LOI.

8.2 The successful bidder will be required to pay an amount equivalent to 5 % of the value of the order as a Security Deposit for

satisfactory execution of the contract. Such Security Deposit will be payable either in DD/BANK GUARANTEES/RTGS/NEFT payable at HIMATNAGAR / Bank guarantees from Scheduled / Nationalized/Cooperative Banks will be acceptable.

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

8.4 The Security Deposit- total shall be kept deposited up to completion of work finalization of final bill. The same shall be return on receipt of N.O.C. by the concerned EE (TR.)

8.5 This security deposit is for the performance of contract and the same is liable to be forfeited by the 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 Terms and Conditions.

8.8 Contractor shall pay SD within stipulate time if SD is not paid by contractor than EMD Will is forfeited.

Note: Bank Guarantees/Solvency/FDR valid for following Bank.

(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 March, 2027 Or the issuance of new Government Resolution on the same subject whichever is earlier. The validity cut – off date in GR is with respect to date of issue of Bank Guarantee is irrespective of date of termination of Bank Guarantee.

No.	Bank Name	No.	Bank Name
1	A U Small Finance Bank	22	RBL Bank
2	Axis Bank	23	South Indian Bank
3	Bandhan Bank	24	Standard Charted Bank
4	City Union Bank	25	Tamilnadu Mercantile Bank
5	CSB Bank	26	Ujjivan Mercantile Bank
6	DBS Bank India Limited	27	Yes Bank
7	DCB Bank	28	Ahmedabad Mercantile Co-op Bank
8	Dhanlaxmi Bank	29	Nutan Nagrik Sahkari Bank Limited
9	Equitas Small Finance Bank	30	Rajkot Nagrik Sahkari Bank Limited
10	Federal bank	31	Saraswat Co-operative Bank Ltd
11	HDFC Bank	32	SBPP Co-operative Bank Ltd
12	HSBC Bank	33	SVC Co-operative Bank Ltd
13	ICICI Bank	34	The Cosmo Co-operative Bank Ltd
14	IDBI Bank	35	The Gujarat State Co-operative Bank
15	IDFC First Bank	36	The Surat District Co-operative Bank
16	Indusind Bank	37	The Surat People's Co-op Bank
17	Jammu and Kashmir Bank	38	The Baroda Central Co-operative Bank
18	Jana Small Financer Bank	39	The Panchmahal District Co-operative Bank
19	Karnataka Bank	40	The Kalupur Commercial Co-op Bank
20	Karur Vysya Bank	41	The Rajkot Commercial Co-Opertaive Bank
21	Kotak Mahindra Bank	42	The Banaskantha Mercantile Co-Op Bank
		43	Gujarat Gramin Bank

Bank Guarantee of other than above mentioned banks towards EMD, Performance Bank Guarantee for Supply & Warranty will not be acceptable.
The Guarantee shall be as per Page No.17 Guarantee Clause of the Commercial Terms & Conditions for **12** months.

9.0 GUARANTEE PERIOD:

Total work executed shall be covered under guarantee period against any defect in poor workmanship etc. for a period of **one year** from the date of commissioning of substation/BAY/Line

9.0A BAR CHARTS

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

10.0 PENALTY FOR DELAY:

10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cutoff date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % per week or part thereof on delayed portion of the work subject to ceiling of 10% of total contract value will be impose.

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

11.0 COMPLETION PERIOD

11.1 The period of contract is 06 Months.

Agency has to carry out work in to near by Division / Circle in case of required

1.2 Instruction for mobilization or stoppage period will be as per required as per ARC condition 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 /Engineer and is complete in all respects as per the terms and conditions of this Contract.

12.0 Presentation of Bills

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

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

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

a) Item wise work done during billing period.

b) Item wise cumulative work done.

c) Account for material consumed and balance stock.

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

13.0 Terms of Payment

The payment for work done shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of substation erection work in scope of work order.

13.2 For erection works.

(i) 90% payment of amount claimed covering various activity such as structure, equipment erection, earthing installation, control wiring, battery charging e t c . works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.

(ii) Balance 10% of erection value shall be paid against completion of work only after Settlement of material account statement of items 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.

14.0 TAKING DELIVERY AND INSURANCE:

14.1 The contractor has to take delivery from any store of S/S equipment and materials and keep in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection or taking over of the S/S by GETCO.

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

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

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

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

GETCO has to indicate approximate amount of the material required for erection to complete the scope of work is to be mentioned in tender document.

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

14.5 In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Comp

1. any for all items, materials and the 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 will not entertain any claim / representation in this regard. However, it will be contractor's responsibility to insure the entire project till the S/S is taken over by the GETCO. Value of Insurance is **Rs:25.00 Lakh**.

15.0 LABOR LAWS:

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

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

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

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

ii) Payment of deposit in respect of each contract labor at the rate prevailing rate with the Office of Commissioner of Labor as per the Contract Labor (Regulation and Abolition) Act.

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

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

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

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

vii) Payment of compensation in case of accidental injury.

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

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

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

15.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

15.2 DEPOSIT LINKED INSURANCE SCHEME

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

15.3 ADMINISTRATIVE CHARGES:

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

15.4 PAID LEAVE FACILITY:

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

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

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

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

15.7 CONTRCTOR TO INDEMNIFY THE GETCO:

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

15.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be affected for all the Contractor's employee engages in the performance of this contract. If any of the work is sublet, the Contractor shall required the Sub-Contractor to provide workmen's

employer's liability insurance for the latter's employees, such employees shall be covered under the Contractor's Insurance.

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

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

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

15.10 REGISTRATION WITH PROVIDENT FUND OFFICE

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

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

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

15.11 Termination of Contract:

In case of contractor fails to 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 shall exercise its discretionary

power either:

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

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

15.12 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 (A) or (B) above, the contractor shall be liable to pay for any loss which GETCO may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

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

15.12.1 MATCHING OF END COST:

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

16.0 VENDOR REGISTRATION: REGISTRATION AS A CONTRACTOR:

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

Sub. : As above Mention
In connection with above subject, I / we confirm the following:

a) I/ we, the undersigned, have read and understand the Tender Specification for Work Complete with the entire tender Terms and Conditions.

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

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

Signature of Authorized representative of Company / Agency

NAME: _____

STATUS: _____

17. **Use Of "Call Before u Dig" Application**

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

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

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

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

18 Clause for VMS

Implementation of Vendor Management System (VMS) for submission of Invoice by Vendor/Suppliers/Contractors (For Supply and Works Bills)

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

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

Key Features of the Vendor Management Portal:

1. **Vendor Registration:** Supplier/ Contractor login / password will be provided on request by respective company, one login credential for all GUVNL group companies for uploading of invoices.
2. **User-Friendly Interface**: The portal boasts an intuitive, user-friendly interface, ensuring easy navigation and efficient submission of invoices by Suppliers/ contractors.
3. **Secure Access:** We prioritize the confidentiality and integrity of data exchanged during the invoice submission process. The portal provides secure access for Suppliers/ contractors, safeguarding sensitive information.
4. **Dashboard:** The dashboard shall show the details of Total Invoices uploaded, Invoices under Process, Invoice not processed due to want of documents, payment released etc. so that the Supplier/ contractor can view the status of their uploaded invoices. It also shows the status of latest uploaded invoices.
5. **Uploading Invoices:** The system facilitates the Supplier/ contractor to upload the Invoice of any of the GUVNL group company including GETCO along with relevant documents like Tax Invoice, Commercial Invoice, Proper Dispatch Certificate, Lorry Receipt, Test Certificate, Advanced Stamp Receipt etc. for supply bills and Tax Invoice, PF documents, GST Challans, Welfare cess challans, Insurance copies etc. in one file as per the AT / PO/ Work Order Terms and Conditions.

   Once invoice is submitted, auto acknowledge email will be sent to supplier/ contractor along with the details and name of file uploaded, from **no-reply-vms@gebmail.com.**
6. **Needs Attention:** In case there is a shortfall of documents for processing of Invoice by GETCO, the respective division shall update the status of "Needs Attention" for the uploaded Invoice. Submitted Invoice detail can be changed by Supplier/ Contractor, Location details and requested document can be re-uploaded by Supplier/ contractor.

7. **Invoice Reject / Accept:** Submitted Invoice along document is completely accepted or completely rejected, supplier/ contractor cannot modify the details.
8. **Payment Under Process:** This status shows that the Payment voucher verification and accounting process started by the GETCO.
9. **Payment Done:** Once the Billing process is completed and payment is released, the status of the uploaded invoice will be changed to Payment done. Further, once payment is released, email will be sent from IFAS from email id **no-reply-ifas@gebmail.com** to supplier's /contractors 's registered email id with respective companies.
10. **Payment Advice / Reports: Invoice wise details of Invoice amount, deductions, Net Payment amount etc.** will be available. Supplier / Contractor can login in to the system any time and can track and view the status of the invoice with Payment details.
11. **eMail Us:** VMS related suggestion and difficulty can be mailed back to us.

We encourage you to adopt the newly developed system immediately, to avail the benefits of enhanced efficiency and transparency in our Bill processing and payment processes.

We look forward to your cooperation in this endeavour and anticipate a smoother and more streamlined invoicing process.

19.Clause for Updating of MSME Details

As per Circular 06/2024-25 dated 17.08.2024, all contractors / vendors / suppliers / service providers are required to update their MSME details on the GETCO website at http://getco.co.in/msme/.

New contractors / vendors / suppliers / service providers must first register at https://getco.co.in/gst/.

PART – III

TECHNICAL SPECIFICATION

EXECUTION OF WORK

1.1 The erection works covered under this section consist of

i) Check survey with minor survey work and if required original survey and profiling.

ii) Taking delivery of tower material including Bolt-Nuts accessories and Base plate assembly, conductor, earth wire, hardware for conductor and earth wire and insulator from GETCO store, transporting to erection site and keeping in safe custody. Taking delivery of line material from the board store and keeping in safe custody.

iii) To take suitable storage-cum-erection insurance,

iv) Distribution of all materials to erection site,

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

vi) tower/H frame erection including fixing of attachments, accessories, base plate assembly and tack-welding including Supply and application of rich zinc primer and 2 coat of enamel paints for bottom most two panel (up to 10 Meter)

vii) Stringing of ACSR/AAAC conductor/s and ground wire/s with providing jumpers etc. up to sub-station gantries at both ends and making LILO arrangement including dismantling work with one circuit in live condition wherever applicable and if such items included in erection Schedule of Price bid..

viii) Guarantee of all the activities carried out from (i) to (vii).

1.2 The successful contractor shall carry out all addition / alteration required for completion of line and up to commissioning the same at rates quoted in the offer for respective item. However, No items to be executed for which prices are not covered in price schedule.

1.3 All works shall be carried out in accordance with the revised and latest provisions under Indian Electricity Act and Rules made there under.

1.4 All the erection tools required during construction of lines shall be arranged by the contractor at his own cost. The Contractor shall only be responsible for any damage to and / or loss of his erection tools.

1.5 Quantities given in the Schedule of erection in price Bid are to be executed by the contractor at the rates accepted by the Board in the A/T. In case of any deviation in tower quantity / type of tower / length of line, excavation / concreting resulting into an increase in which event the field officer shall obtain prior approval of the Head Office and excess quantity shall be paid only at the accepted rate of the A / T. The erection work beyond contractual ceiling amount shall be done only after approval from the Board.

2.0 SURVEY

The contractor has to make check survey as per the profiles given by the Engineer in-Charge of the works. If any minor modification in alignment of the route or profiles, during check survey or while scrutiny of check survey is required, the same shall be carried out by the contractor at no extra cost to the GETCO.

3.0 WAY LEAVE, TREE CUTTING AND OTHER OBSTRUCTIONS

(a) The Board will arrange for right of way and for tree clearance. Proposals in this connection will have to be and submitted by the contractor well in time. It will also be necessary on the part of contractor to instruct his laborers and staff to use minimum area while doing the work where there are standing crops. No person of the contractor should pick any Items from standing crops or fruits. The contractor should take all possible steps to avoid or minimize damage to standing crops, etc. Contractor should use minimum space for transportation also during execution of work.

(b) The contractor should immediately notify any obstructions or hindrance from local villagers or the local authorities in the execution of the work to the concerned Engineer-in-Charge but should not deal directly in the matter. The Engineer-in-Charge will arrange to remove the obstacles as soon as possible. For clearances, permissions etc. from various authorities, the Contractor shall not remain contended by simply informing the GETCO, but shall invariably assist and arrange for personal follow up to overcome the difficulties in the interest of progress of the work.

4.0 ACCESS TO LOCATIONS:

a) It will be the contractor's sole responsibility to take the materials up to the location. Any path way, temporary road, temporary bridge required will have to be provided by the contractor at his cost. If, for any reasons the above is not feasible, the contractor at his own cost shall have to arrange transportation by head loads.

b) The contractor will be deemed to be very well familiar with the route of the transmission line before giving the 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.

5.0 EXCAVATION:

a) The payment of excavation will be limited to the volumes as per approved excavation drawings even though the Contractor may excavate more for the sake of his own convenience or for any reasons. If the excavated dimension/s is/are more than the dimension/s shown In the approved drawing, the additional excavated volume should be filled in with 1:4:8 mixture concrete at Contractors cost in respect of materials, Labors etc.

b) In case of rock soil, the extra excavated rock portion on all sides shall be filled with 1:2:4 mix Concrete at his own cost in respect of materials, Labors etc.

c) The rates indicated in schedule for excavation work in each soil shall be applicable to all the locations as per actual condition of the soil strata irrespective of classification of type of foundation The rates for excavation indicated in schedule shall also be applicable for benching work, if required

6.0 SHORING, SHUTTERING AND DEWATERING:

The Contractor has to arrange for shoring, shuttering and dewatering work during activities of excavation, stub setting and concreting. These shall be done at his own cost.

7.0 STUB SETTING:

a) The rates for stub setting are inclusive of cutting of stubs (if any), setting of stubs, leveling at correct level, and dismantling of template after concrete, back-filling work etc.

b) Above rates shall be on per MT basis for normal, extensions up to 21 meters and special/river crossing towers.

c) The weights payable for stub-setting item shall comprise of the weight of stub and its respective stub setting template as per approved bill of material.

8.0 CONCRETE:

a) The rates indicated in schedule for concrete work shall be applicable to all the locations irrespective of soil strata and type of foundation adopted. The Contractor shall have to procure cement from the open market according to line requirement and keep sufficient quantities to avoid delay in work. Same quantity of cement is to be utilized from his own stock .Account of cement utilized at each location duly certified by concerned Board's supervisor and engineer in charge of work, is required to be maintained and submitted with each R.A Bill . No payment shall be made toward cost of cement bags utilized in each running bills without submission of cement consumption details. No wastage is permitted as same is to be procured by the contractor (of approved brand by the GETCO) at his own cost from the authorized dealer.

b) . Use of Cement:

- 1) The rates in Schedule-'B' are inclusive of cement cost. Contractor has to purchase fresh 43 grade cement confirming to as per IS 8112 and of approved brand by GETCO
- Contractor has to construct 'Pacca' godown at site of work, so that cement bags can be properly preserved to avoid damage due to any kind of water.
- Contractor has to bring sufficient quantities of cement bags and at no time less then 200 (two hundred) bags to maintain progress of work. The work should not suffer for want of cement.
- It is full responsibility of contractor to bring sufficient & timely cement at site. Nothing extra will be paid on account of any reason to maintain progress of work and to complete the work in schedule time
  .
- Cement should give the required strength of cement concrete.
- Contractor has to submit material account for consumption of cement used with every bills. In case of non -submission of the same, bill will not be passed. Contractor has to submit the copy of cement purchase bill along with each RA Bill/Final Bill.
- No negative variation will be allowed for consumption of cement with respect to quantity Then prescribed as per booklet of technical specification of Board/mix design and nothing will be paid

extra for over consumption.

- Contractor is fully responsible for safety of cement at site; nothing will be paid extra on account of safety.
- If Board's authorized representative wants to check cement stock at site, contractor has to allow for the same at any time.
- Contractor has to maintain day to day cement consumption/balance account at site. As far as possible, contractor has to maintain supply of cement of only one brand & grade throughout the work and on account of closer/shortage of approved brand, cement of other brand in accounting no.(1) will be allowed by Engineer-In-Charge
- Minimum cement consumption considered for cement concrete will be:-
  a. M20 Grade Concrete. - **8.2** Bags per CMT
  b. M15 Grade Concrete - **6.5** Bags per CMT

Contractor has to use minimum cement as above. Contractor should not use less than the prescribed quantities of cement, even in the case of mix design which recommends lower quantity.

- Contractor will be allowed to carry out work only after physical verification of cement brought at site.

c) The GETCO reserves the right to test the quality of steel and cement procured by the contractor at any Government recognized laboratory and the test results shall be binding to the contractor. If the test results are not found satisfactory the entire lot supplied and work executed has to be replaced / re-executed by the contractor at no extra cost to the GETCO.

c) Back filling of the excavated soil is to be arranged by the successful bidder. For back filling if borrowed earth is required, the same should be arranged of suitable quality and quantity irrespective of lead at no extra cost to the GETCO.

d) The sand shall be of the best quality containing hard siliceous materials, clean and of sharp angular grit type and free from earth or organic matter or salts and to the satisfaction of the Engineer in-charge. The sand shall be washed before use. No Satish or brackish water shall be used for concreting.

e) The mixture of concrete to be used shall be such as to produce a sound, compact and water-proof concrete. The mixture shall not be weaker than the ratio to be prepared. The concrete for chimney shall be prepared with 20 mm stone metal and the concrete for pyramid/step/pad shall be prepared with 20 mm or 40 mm stone metal. The mixture shall be prepared using mixing machine only. It should also be free from grit and dirt. The concrete shall be mixed as stiff as required for placing the concrete in the form of mounds with ease and degree to which concrete resists segregation will permit. Hence, the quantity of water used should not be too much.

f) Proper form or moulds adequately braced to retain proper shape while concreting should be used for chimney, pyramid and slab portions & vibrator machine shall be used at the time of concreting. Form boxes should be water tight so as not to allow cement cream to come out leaving only sand and gully to form honey combs in concrete. Form boxes should be cleaned and oiled before using for concreting.

g) All sub-merged locations must be kept completely dewatered both during the placing of concrete and for 24 hours after completion. There should be no disturbance of concrete by water during this period.

h) .Form boxes should not be removed before 24 hours, after concreting. Concrete surfaces where required should be set
right with rich cement and mortar after removal of the forms.

J) .The Vice President (Projects) or Engineer appointed by him at his sole discretion may uncover any cast foundation to find out the workmanship of foundation. Contractor shall render necessary assistance during such fact finding operation and shall comply with the report of the investigating officer.

K) The contractor will be responsible for constructing the foundations in accordance with the design of each type of foundation supplied by the GETCO.

l) The payment of excavation will be limited to the volumes as per approved excavation drawings even though the Contractor may excavate more for the sake of his own convenience or for any reasons. If the excavated

dimension/s is/are more than the dimension/s shown In the approved drawing, the additional excavated volume should be filled in with 1:4:8 mixture concrete at Contractors cost in respect of materials, Labors etc.

m) In case of rock soil, the extra excavated rock portion on all sides shall be filled with 1:2:4 mix concrete at his own cost in respect of materials, labors etc.

n) The rates for excavation indicated in schedule shall also be applicable for benching work, if required.

0) The tore / plain steel bars required for RCC type foundation shall be procured by the Contractor in advance to avoid delay in the work.

p) No wastage is permitted for reinforcement steel, as the same is to be procured by the contractor at his own cost. NO over lapping of RCC is permitted in foundation work.

q) Board reserves right to test the quality of steel and cement procured by the contractor at any Govt. recognized Laboratory and intended to be used for the tower foundation works. The test results shall be binding to the Contractor.

9.0 Classification of Soil.

a) Normal Dry Soil:
The soil readily removable with ordinary spades and shovels viz. Murram hard Murram etc.
and to be used for location in normal dry cohesive or non cohesive soils. If the black cotton soil is encountered up to 500 mm below ground level, normal dry soil foundation shall have to be adopted. (The normal dry soil foundation designs shall be inclusive of this stipulation)

c) Fully submerged black cotton Soil. To be used at locations where soil is clay type, not necessarily black in
color, which shrinks when dry and swells when wet, resulting in differential movement extending to a max., depth of 3.5 meter below ground level. For designing foundation for this location the soil is to be considered submerged in nature. If the black cotton soil is encountered only up to 500 mm from ground level, normal dry soil foundation shall be adopted. (This foundation design shall be inclusive of this stipulation).

c) Soft Rock:
To be used at locations where decomposed or fissured rock, hard gravel, kankar, lime stone, lateriate or any other soil of similar nature is met. Undercut type foundation is to be used for soft rock locations.

d)Hard Rock
To be used at locations where chiseling, drilling, and blasting is required.

e) Fully submerged soil:
To be used at locations where sub soil water table is met at less than 1.50 meter below ground level and up to complete depth of foundation.

f) Partially submerged soil:
To be used at the locations where the submerged soil water table is met at 1.5m or more than 1.5 m below the ground level, the top portion of the strata being normal dry soil. Soil strata for adopting various types of foundations:

Sr.	**Type of composite soil No.**	
A)	1) Dry black cotton soil up to 500 mm below ground level and balance dry normal	Normal(dry)
	2) Black cotton soil from 500 mm up to 1500 mm	**Partially dry black cotton**

	below ground level and balance normal dry soil	
	3) Black cotton soil beyond 1500 mm below ground Level	**Fully dry black cotton**
	4) Normal soil up to 1.5 m below ground level and below that black cotton soil	Partially dry black cotton
B)	1) Dry black cotton soil up to 500 mm below ground level, then normal soil up to 1m and balance soft rock up to complete depth of foundation	Soft Rock
	2) Dry or wet black cotton soil up to 1.5 m below G.L and balance soft rock up to complete depth of foundation.	Soft Rock
	3) Soft rock for entire depth.	Soft rock
C)	1) Dry black cotton soil upon 500mm below G.L. then normal soil up to 1m. And balance hard rock up to complete depth of foundation.	Hard Rock
	2) Black cotton soil up to 1.5m below G.L. and balance hard rock for complete depth of foundation.	Hard Rock
	3) Hard rock strata for entire depth	Hard Rock

9.0 Curing and back-filling:

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

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

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

11.0 PROTECTION OF TOWER FOOTING:

Quantities of various protection works like stone revetment, concrete revetment, brick masonry and random stone masonry to the foundations are to be executed by the successful contractor if indicated in the schedule and payment for such quantity shall be as per unit rates accepted..

12.0 TOWER ERECTION AND GROUNDING:

(a) ERECTION OF TOWERS:

12.1 The super-structure of towers should be erected on foundations after 14 days of concreting. However, the method adopted for erection of tower is left to the discretion of the contractor subject to the condition that he takes responsibility for any damage to materials. No tower member should get strained or bent during erection. The towers must be truly vertical after erection and no straining would be allowed to bring it in alignment. Maximum tolerance in verticality that will be permitted is ONE mm per 360mm of tower height. The bolt head shall be on outside faces and nuts and washers on inside faces of the tower. All bolts & nuts shall be made fully tight and finally the bolt threads shall be centre punched to avoid nuts getting loose. Punching of bolts shall be made by chamfering the threads with centre punch at least at three places equally spaced on contact surface of bolts and nuts.

12.2 Complete tower erection shall include erection of all accessories like danger plate, number plate, phase plate, C.I. Plate, Anti-climbing devices and fittings including attachments like step bolts ladders, platforms, 'U' bolts, shackles, hangers, strain plates etc.

12.3 Suitable tower extension shall be erected to get desired ground clearance whenever required, as determined at the time of survey and profiles.

12.4To avoid pilferage of bolts and nuts and tower members, the bolts of the two bottoms most panels (say up to 10 meters) shall be tack welded at three places on the nuts diametrically. The zinc rich paint shall be procured by the Contractor at his own cost and shall be applied immediately following the tack welding.

12.5 The contractor shall measure the tower footing resistance of each tower after it has been erected and before stringing of the earth wire during dry weather. Each tower shall earthed, the tower footing resistance shall not exceed 10 ohms. Pipe type and coun poise type earthing wherein required shall be done in accordance with the latest addition and revision of IS : 3043 (code of practice for earthing).The Contractor shall measure the footing resistance of each location and prepare the record for submission and approval of Engineer-in-Charge for deciding the type of grounding to be provided.

12.6 Pipe Type Earthing:

At locations where footing resistance does not exceed 10 Ohms. , the pipe type earthing as per appended drawing shall be provided. The contractor will have to supply all the materials required for grounding like pipe, flat, bolt- nuts, salt, fine broken coke/charcoal etc. The earthing is to be done by making a bore hole for insertion of pipe away from the tower leg excavation line.

12.7 Counterpoise Earthing :

At locations, where footing resistance exceeds 10 Ohms, counterpoise earthing as per appended drawing shall be provided to bring down the tower footing resistance below 10 Ohms.

The Contractor will have to supply all the materials required for grounding like lugs, G.I. wire, bolts, nuts etc. The counterpoise earthing shall be buried 600 mm below ground level.

12.8 The method for providing earthing shall be at the desecration of the Contractor.

12.9 The rates for erection of structure of tower and extension up to 21 meters and special / river crossing tower on special foundation/pile foundation carried out by contractor shall be on per MT basis. These rates shall be valid irrespective of location, nature and specification.

12.10 The payment for superstructure / extension / special or river crossing tower shall be paid only after erection of complete tower as per structural drawing.

12.11 The rates for fixing of anti-climbing devices, danger plate, number plate, phase plate, circuit identification plate all be inclusive of all materials and labor thereof.

12.12 The rates for providing earthings to the tower either pipe type or counter poise inclusive of supply of complete earthing set, coke, charcoal, salt etc. including required bolt nuts as per approved drawing all materials and labor thereof.

12.13 The contractor shall arrange for all the equipments for tack-welding purpose. The rates shall be inclusive of supply and application of zinc rich paint on it.

12.14 The Contractor shall arrange required equipments for measurement of soil and tower footing resistance of each location and submit the joint measurement record of same jointly signed by contractor and Engineer in charge of line with final bill. The payment shall be released only after receipt of final soil resistance details on providing earthing at each location.

13.0 INSULATOR HOISTING:

13.1 Suspension insulator strings shall be used on all tangent type towers and tension insulator strings on all small, medium, large angle and dead end type tension towers. Technical particulars of insulator strings are appended herewith.

13.2 Insulators strings shall be assembled on ground. These shall be cleaned and examined for hair cracks, chips or defective glazing (not exceeding half centimeter square in case of porcelain insulators) and then hoisted by careful handling. The work will include fixings of all hard wares and fittings in their proper places and order.

14.0 STRINGING

14.1 The rates for any type of stringing work, out of followings are indicated in Schedule.

i) stringing of one ground wire/s,
ii) stringing of single / double circuit line
iii) hot-line stringing of conductor.

14.2 The rates for stringing of conductors and ground wire for special crossings like river shall be on per KM basis only and shall be paid according to actual work done. In case special towers are suspension type, the special shall mean major river crossing section considering the span from one anchor tower to the other

end anchor tower. If the special towers are tension type, the special crossing shall mean span from special tower to special tower of other end.

14.3 The stringing work should be planned in such a manner in consultation with the Engineer in charge of the work that minimum shut down of power line crossings are required. Revenue loss due to any undue shut down i.e. after the shutdown is arranged and required to be extended on account of contractor shall be recoverable from the contractor

14.4 The Contractor shall be responsible and will take care of proper handling of drums from stores to site. Sufficient numbers of aluminum snatch blocks shall be used for paving out the ACSR/ Conductors. Necessary precautions shall be taken to avoid conductor rubbing on the ground by providing adequate ground roller, rollers on supports. Additional rollers shall also be provided to cross thorny hedges, footing and other obstructions to avoid scratching of conductor. The conductor and ground wire shall be made to sag correctly as per stringing charts, before they are finally transferred to the hard wares for conductors and to clamps for ground wire. No joint should be made at less than 30 meters from the tower end and no joint shall be permitted in Railway, River, road and other important crossings spans. There shall not be more than one joint in a span of each conductor. The sag Board, if used shall be adjusted to suit the sag indicated against actual temperature for an individual span. The thermometer shall be provided at the conductor point during the stringing work. Dynamometers shall be used in tensioning the conductors. All conductors shall be stressed to their maximum working load at the time of stringing, as per approved stringing charts.

14.5 The minimum clearance between the lowest point of conductor and ground shall not be less than required. All compression joints should be carefully made and a record of initial and final lengths of the joints jointly signed by Contractor's and Board's representatives should be maintained. Check for sag should also be made at intervals when conductors are drawn up. Over stressing, causing damage to towers should be avoided. Care should be exercised not to over tension the conductor. Extra sag of 150 mm is allowed at all the important tension locations like Railway/River Crossings

14.6After being pulled the conductor/ground wire shall not be allowed to hang in the stringing sheaves for more than 72 hours, before being pulled to the specified sag. During the time the conductor / ground wire is on the stringing sheaves before sagging-in, it shall be ensured that the conductor / ground wire is not damaged due to wind, vibration, vehicles or ther causes. Scaffolding should be used to cross the important roads and Railway Crossing for minimum interruption traffic

14.7The conductor shall be pulled up to desired sag and left in serial stringing sheaves for at least one hour after which the sag shall be rechecked and adjusted, if necessary, before clipping in and transferring the conductors from the serial stringing sheaves to the suspension clamps

14.8Conductor shall be clamped within 24 hours of sagging. The sag will be checked in the larger spans of the section in case of Sections up to eight spans and in one intermediate larger span also for section with more than eight span

14.9 The stringing sheaves, when suspended on the transmission structure for sagging, shall so adjusted that the conductor will be

on the sheaves at the same height as the suspension clamp to which it is to be secured

14.10 The stringing of the ground wire shall be done in accordance with the stringing charts approved by the Board. The ground wire shall be strung to run continuously over the conductors. The ground wire shall be pulled, sagged and clamped-in from tension tower to tension tower before the phase conductors are pulled in that section

14.11 All the line conductors shall be terminated at sub-station structures whose details shall be furnished by the Board at the appropriate time. The contractor shall fix strain insulators on the sub-station structures

14.12 Armour rods and vibration dampers shall be fitted at each suspension tower before final clamping of conductor with Insulator strings. Vibration damper shall be fitted at each tension tower after final clamping of conductor with insulator strings. Vibration dampers are to be fixed using aluminum tape with each clamping bolt and in correct vertical position in relation to conductor. Compression type joints are to be used for jointing of conductors. Each part connected with joints shall be perfectly cleaned by wire brush and properly greased before final compression. All the joints of conductors and earth wire shall be made in the best workmanship manner and shall be perfectly straight and having maximum possible strength.

14.13 Proper guys shall be provided to counter balance the paving out tension of conductor/ Ground wire at the tension locations, to avoid damage to towers and/or accident

14.14 Stringing work shall mean, the activities of fixing of insulator and insulator hardware's, paving, jointing, tensioning, clamping with Armour-rod, providing dampers, repairing of conductors (if any) and fixing the conductor at tension hardware's etc

15.0 TESTING AND COMMISSIONING:

15.1 The Contractor after completion of erection work will ensure that all works connected with line have been completed. These

works shall be done correctly as per Indian Electricity Rules and Procedures. Any extra cost involved due to Incompleteness of work or bad workmanship found out subsequently shall be set right forthwith by the Contractor at cost.

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

16.0 HANDING OVER OF LINE DOCUMENTS:

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

1. Approved surveyed route with permanent marks, (To be obtained from the GETCO)
2. Approved copy of profiles with tower schedule, (To be obtained from the Board except for portion where any change is approved)
3. Location wise soil strata details of each pit excavated, type of foundation executed, volumes of excavation & concrete and RCC steel weights,

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

17.0 GENERAL:

17.1 The Contractor shall ensure that at the end of each sub-activity the surplus material is immediately removed from the work-site to avoid loss and injury to the public.

17.2 The Contractor has to reconciliation of material account and settle final bill including Signature in all relevant papers required for passing of final bill within three month from the date of charging / commissioning of line.

17..3 A lump sum amount of 6 % of the order value OR Rs.1.0 lacs whichever is less, will be withheld From the running bills of stringing work, this will be released only after handing over of these Documents to the satisfaction of concerned Supdt. Engineer (Trans).

RETURN OF EMPTY STEEL/WOODEN DRUMS:

The contractor has to return empty Conductor / Earth wire Drums if it is Steel Drum. For non-return of Empty steel drum recovery will be made from their progressive running bill as mentioned below:- Unit weight of empty drum in kg x standard rate of store for steel scrape = unit cost of steel drum in Rs.

For wooden Drums, contractor has not to return the empty Conductor/Earth wire Drums for the conductor/

E.W used for this line

WASTAGE:

You shall make every effort to minimize the breakage/Looses and wastage of line Materials, etc. supplied "Free of cost" by the GETCO for erection of line.

The ceiling for wastages permitted is as under:-

11) **Conductor and Earth wire:**

(a) **0.5%** (For jumpering/sag/sister wire).

(b) **0.5%** (For credit length up to 30 Mtr.)

(I)**2%** (For credit in pieces as good conductor from 30 Mtr to 100 Mtr.)

(ii) Insulators: 0.25%

(iii) Bolts & Nuts: NIL (No extra Bolts/Nuts will be supplied).

(iv) Hardware & Accessories : NIL.

<u>Following material will be supplied by GETCO "free of cost" for erection of Transmission line:</u>

1) Towers, stubs, templates, tower accessories, bolts-nuts, H-frame DP Structure, H-frame DP Structure accessories Stay Sets, Stay wire etc.

2) Conductor, conductor accessories, earth wire, earth wire accessories.
3) Insulators, insulator hard wares.

Following materials / equipments will be procured / arranged by the contractor for Erection of transmission line.

1) Tor steel bars required for reinforcement.
2) Cement as per IS –8112
3) Barbed wire.
4) Earthing sets.
5) Zinc rich paint for bolt-nuts welded portion
6) Various plates namely DP / NP / PP / CIP.
7) Other materials and tools-tackles required for erection activities like survey, foundations, tower erection and stringing.
8) GI Nuts/Bolts required for H-frame DP Structure.

Following materials / equipment's will be procured / arranged by the contractor activities for 66KV above mention S/S.

1) Tools tackles required for Sub-Station erection activities and stringing.
2) Earthing materials filter machine, hydraulic crane and hydraulic jointing machine/welding machines. GI pipe, coal, salt etc.
3) Wherever necessary cement, sand, metal, water for concreting works.
4) All required material for Colony & Yard Lighting, Control-Room Industrial Electrification and Staff-Quarter Residential Electrification work except GI angle required for fabrication for fixing of ICTPN.

PART – II

BIDDER'S DETAILS OF PERSONNEL

1	Firm Name	
2	Firm Address	
3	Firm Type (Proprietary/ Partnership/Corporate)	
4	Contact Person Name and Designation	
5	Qualification	
6	Professional Experience	
7	PAN No	
8	GST	
9	Contract Details	
	Mobile No	
	Land Line No	
	FAX No	
	E-Mail ID	
Note: All the correspondence, queries etc., will be asked on above E-Mail only. Bidder is responsible to check and operation of e-mail ID.		

ANNEXUTURE-1

Sub. : As above Mention

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

a) I/ we, the undersigned, have read and understand the Tender Specification for Work Complete with the entire tender Terms and Conditions.

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

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

Company / Agency
NAME: _____ STATUS: _____ Name of tendering Company

ANNEXUTURE-2

CONFIRMATION OF DETAILS OF BIDDER

Bidders are required to furnish following information specifying YES / NO

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

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

3) Whether the Bid is submitted by RPAD. Yes / No

4) Whether all pages of Bid Specifications are sealed and signed by the Bidder.

5) a) Whether the Bidder is registered with for Getco

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/Tender fees paid. (DD) Yes/no

7) Whether following documents as specified are submitted.

a) Human Resources detail. Yes / No

b) Availability of tools, equipment's etc. Yes / No

c) Details of orders executed / on hand Yes / No

d) Financial capability. Yes / No

e) Experience as specified. Yes / No

f) Company's Articles Of Association Yes / No

g) Details Of Partners / Directors Yes / No

h) B.R./P.A. Authorizing Person Yes / No

i) Power of Attorney of Consortium Members Yes / No.

J) Pan card Yes/No

K) GST Registration Yes/No

M) Electrical Contractor registration Yes/No

N) Solvency certificate Yes /No

8) Price: [FIRM ONLY] Yes/No

9) Security terms agreed Yes/no

10) Penalty terms agreed Yes/No

11) Terms agreed: Yes/no

12) Validity of the offer for 180 days from the date of opening of the technical bid: agreed Yes/No

13 payment terms agreed:

Company / Agency
NAME: _____ STATUS: _____ Name of tendering Company

ANNEXUTURE-3

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

.

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

letion date as per order	Date of commencement of work	completion of work
7	8	9

2) SATISFACTORY WORK COMPLETION CERTIFICATE

.

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

3) WORKS TENDERED / IN HAND

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

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

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

ANNEXUTURE-4

FINANCIAL CAPABILITY

Sr. No.	Details	Amount Rs. In lacks	Remarks
1.	Solvency		A scheduled Banker's Certificate of present solvency be attached.
2.	Price of the biggest job Carried out.		
3	Average Turnover of Last three Year		

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

ANNEXUTURE-5

1) ERECTION CAPACITY

Based on available men power, tools-tackles, machinery and financial resources, our erection capacity is as under:

Sr. No.	Name of activity	Unit	Capacity per Annum per gang	No. of Persons per gang.
1.				
2.				
3.				
4.				

2) TENDERER'S DETAILS OF PERSONNEL

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

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

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

Declaration

This is to declare that none of the Proprietors/ Partners/ Directors are having any relatives employed or working with Gujarat Energy Transmission corporation Ltd at any of its offices or its parent Department i.e. GUVNL.

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

ANNEXURE – 14

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

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

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

I/We _____

Authorized signatory of M/s _____ here by certified

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

Seal of Firm **Signature of renderer**

QUALIFICATION REQUIREMENT.

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

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

Signature of Tenderer **Company's Round Seal**
Date :
Place

(ON STAMP PAPER OF RS 300/-)

FORM OF BANKER'S UNDERTAKING

(**Combined Performance Guarantee (PBG) towards Execution/supply Period and Guarantee/Warranty Period as per commercial terms and conditions of Tender**

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

L.O.A. No. _____ dated _____

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

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

NOTWITHSTANDING anything contained herein before. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____only) out Guarantee shall remain in force Until _____ (Date of validity of the Bank

Guarantee). Unless demands or claims under this Bank Guarantee are made to Us in wrong on or before _____(Date of validity of the Bank Guarantee), all rights or the Beneficiary Under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there Under.

Place

Date

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

SAFETY CUM INDEMNITY BOND

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

Know All Men By These Presents that we, _____by this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of _____ 2026. I/We Having Registered Office (herein after called "THE CONTRACTOR" which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), HIMATNAGAR a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, HIMATNAGAR.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no._____ dated_____made between _____ and _____for the contract of the _____value of Rs. _____ interalia on production of Safety Cum Indemnity Bond.

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

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

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

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

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

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

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

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .
d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on

failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.

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

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

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

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

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

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

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

ANNEXURE-A

OUR ENDEVOUR - Safety a habit

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

Safety is our prime concern and zero accident is our goal. In order to prevent the accident, while execution of work 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.	Prior to execution of work a joint survey must be conducted by GETCO supervisor, and contractor's supervisor and DISCOM line man in order to identify the following.
• Clearly identify the work location to distinguish between the equipment that is dead and other equipment / part that may be live. • Disconnect the equipment from supply. • Protect against other live parts. • Take special precautions when close to the bare conductors/bus bar	a.HT/LT line or tap line crossing under each span of line of the work. that b. Isolation point of each line crossing. c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch
Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works. 1) The contractors must provide advance planning of work to concerned in-charge of substation in writing. 2. Before starting any work whether switch yard, "permit to allow to work" must be taken from control room in-charge. 3. Utilizing Electrical / non-electrical. equipment's, safety rules must be Implemented. 4. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. 5. Unwanted person including children of labours will not be allowed at working site/in the switchyard and in the prohibited area. 6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified electrician/wiremen with adequate size of wire through MCB as per I.E. Rule. - Live penal area / bus bar must be isolated and sealed / bifurcated with red colour tape for visible warning. - Display Board must hang on LCP panel. - Transformer must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job	Contractor's supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthing Technically prior to give clearance to gang leader for taking up job. While execution of stringing work the identified line crossing must be isolated / de-energized and written clearance should be obtained from concerned DISCOM supervisor. The isolation of Tap line must be physically seen and verified by Contractor and GETCO supervisor. At D.O. fuse junction contractor's person should be posted to ensure that no person restore D.O. Supply while work is under execution. Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.

in absence of GETCO authorized person. All wire temporary connection & material whenever erection activity has any connection and disconnection work of bus bar, string bus.	
All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.	All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like, gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly. Approved by GETCO.
The local earthing must be done at the place of work before execution of any work.	The local earthing must be done at the place of work before execution of any work.
11 kV breaker in panel must be switched off and racked out only after ensuring no voltage in breaker and without door opening.	Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather Condition.
	Transmission line activities. 1) Used of Voltage detector to ensure Outage. 2) Earthing at three points, local, left &right side of bus bar / string bus. 3) Match line colour code with color of wrist band.
	Local earthing of electrical equipment's like filter M/c, welding machine, testing kits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.

CONTRACT AGREEMENT (to be submit after Awarding of Contract)

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

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

"WHEREAS" the aforesaid Corporation has accepted the tender of the aforesaid contractors for _____ _____ as per Corporation's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter arid other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____on behalf of the Corporation, a list where of is made out in the schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression 'The Works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned. AND WHEREAS THE GETCO has accepted the tender of the contractor for the work of _____. of Gujarat State for the sum of Rs._____(Rupees_____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.

2. The conditions and covenants stipulated hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc. attached with Corporation's Order No._____.

The contract value, extent of works / supply, completion / delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

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

Signed, Sealed and Delivered by

_____

for and on behalf of M/s. _____

In the presence of, signature with names and

Address: _____

_____

_____

1) _____

2) _____

Signed, Sealed and Delivered by

_____

for and on behalf of Gujarat Energy Transmission Corporation Limited,

In the presence of, signature with names and

Address: _____

1) _____

2) _____

_____

_____

(On the letter pad of the company)

Date:

Declaration Of Conflict On Interest

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

Ref: Tender No _____

Name of Tender _____

With reference to above your tender Notice No……

For the work of……

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

Yours Faithfully,

DECLARATION FOR RELATIONSHIP WITH EMPLOYEE

(ON TENDERER'S FIRM LETTER PAD)

Date: _____

Ref: Tender No._____

Name of Work: _____

I/We _____**S/o or D/o of Shri** _____ **are the authorized signatory of** _____**(Name of tenderer's firm) hereby declares that the interest (i.e. shareholding in company and share in partnership firm) of no employee of GUVNL or its subsidiary companies i.e. GETCO, GSECL, PGVCL, DGVCL, UGVCL or MGVCL or his / her relative as defined in Section 2(77) of the Company's Act 2013 is 10% or more in our company / partnership firm.**

In case at any stage, it is found that the information given by me is false/incorrect, GETCO has the absolute right to take any action as deemed fit without any prior intimation to our company / partnership firm. Non disclosure of such facts would immediately disqualify the tenderer for further dealing with GETCO.

Seal & Signature of the tenderer