GUJARAT ENERGY TRANSMISSION CORPORATION LTD
(Government of Gujarat undertaking)
ASSET MANAGEMENT CIRCLE OFFICE ANJAR
220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110
Email: seanjar.getco@gebmail.com, Phone No: 99252 11151
Reg. Corporate office:Sardar Patel VidyutBhavan, Race Course, Vadodara-390007
(CIN): U40100GJ1999SGC036018, Web:www.getcogujarat.com

Tender notice no. : Anj/CMC/R&M/e-Tn-165/2026

Name of Work :

Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with Fixed OLM amount

TECHNICAL BID

TENDER INDEX

Sr. No.	Particulars	Code
1	Tender Notice	
2	Integrity pact	
3	Detail to be furnished by the tenderer	
4	Qualification requirement	QR
5	Safety clause	
6	General commercial Conditions	GCC
7	Terms & Conditions regarding Industrial Laws and Other Related Matters.	
8	General condition	GTC
9	Specification for Erection of 66 kV SS & "H" Frame/Tower Line	
10	Appendices	
11	Performa for Safety Bond, Safety cum indemnity bon, Contract Agreement	
12	Price-Bid	

Note: 1. The detail drawings are available at the Asset Management Division, Anjar for reference on any working day. It is binding upon to Contractor and Presumed that the same is read and gone through. (Even though if it is not attached with Tender Copy).

2. Utilization of CBUD(Call Before you Dig) before excavation/digging:

As per Government guide line before excavation/digging apply in CBUD application to protect the underground assets of various departments. As per guide line before excavation/digging mandatory to use the CBUD application

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Tender notice no. : Anj/CMC/R&M/e-Tn-165/2026

Superintending Engineer, Asset Management Circle GETCO **Anjar** invites "On line Tenders" (e-tendering) for the work of **Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount** from registered contractors in appropriate class with GETCO and who has executed similar nature of work successfully as mentioned in Qualification requirement criteria given in the tender document. Bidders should fulfill all the qualification criteria. Otherwise their bids will not be considered & price bid will not be opened. All the bidders should have valid e-tender vender registration. Tender papers & specifications may be down loaded from web site https://getco.nprocure.com**(for view, download and online submission)** and GUVNL/GETCO websites www.getcogujarat.com**(for view & download only)**.

All tender documents are to be uploaded (Notarized / self attested copies of original – as specified in tender document) through on line only (which is mandatory) on (n) procure portal.

NO PHYSICAL DOCUMENTS TO BE SUBMITTED

The Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Limited.,
Circle office GETCO – Anjar, Power house, Bhuj Road,
Anjar – 370110 District : Kutch, Gujarat

Sr. No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee (include 18% GST)(Non refundable) Rs.	EMD amount (1%of labour cost + 2 % of OLM) in Rs.	Appropriate class
1.	**Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount**	**916333.00** (Labour cost incl. 18% GST) **234017.43** OLM Scrap cost (after considering 36% contingency & incl. 18% GST and 2% TCS)	03 months	500.00+ 90.00 =590.00	Rs. 9164.00 + Rs. 4681.00 = Rs. 13845.00	The bidder shall be registered contractor of GETCO of any class

1	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory)	26.11.2026
2	Date of opening of technical bid– on line opening at 16:30 hrs. (if possible)	26.11.2026
3	Tentative Date of on – line opening of Price bid	After evaluation of technical bids

IMPORTANT:

1. All the Appendices, forms, formats, declaration, undertaking, etc (To be submitted on bidder's letterhead), Tender acceptance letter (on bidder's letterhead), price bid, tender documents specified in the tender must be submitted through online on n-procure portal (mandatory) (All the documents to be duly self attested by the bidder). For any differences or wrong entry bidder shall be sole responsible for that documents.
2. Bidder has to upload scanned copies of original documents (Notarized / self attested copies of original – as specified in tender document) online **in PDF form** on n-procure portal and no physical documents to be submitted by the bidder
3. Bidder has to submit Tender fee by EMD ONLINE PAYMENT MODE (NEFT/RTGS) Otherwise the offer will not be considered and no any further communication in the matter will be entertained.
4. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible (readable) and should not be password protected.
5. Tender without EMD and tender fee shall be rejected
6. **Submission and Evaluation of Document/Clarification**

6.1TheBidder shall submit/upload all the documents, certificates, declarations, statements and other information required under the Tender Document along with its original online bid with in 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 Incase 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

7. Suitable payment options (from any of below mentioned) can be selected for Tender fees and EMD by the bidder:

a) Payment can be done by RTGS/NEFT.

In case of payment through RTGS/NEFT bidder has to mail following details:

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

Mail To: cashtr.anjar@gebmail.com
and cc To: aotr.anjar@gebmail.com; decm1anj.getco@gebmail.com

આ મેઈલ કરવું ફરજીયાત છે

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

GETCO Beneficiary Bank Details are as under:

1.	Name of Account Holder	GETCO
2.	Account No.	90830200001383
3.	Name of Bank	BANK OF BARODA, NAYA ANJAR BRANCH
4.	Branch Code	29
5.	Address of Bank	NAYA ANJAR BRANCH
6.	IFSC Code	BARB0DBNAYA (Fifth digit numerical zero)
7.	PAN No.	AABCG4029R
8.	TAN No.	RKTG00928E
9.	GST No.	24AABCG4029R2ZC

b) The Earnest Money Deposit and tender fee will be paid on or before due date & time as specified in the tender failing which the bidder shall be disqualified.

8. No Tender fee and EMD shall be considered in case of receipt after due date and time as specified in the tender document, irrespective of delay any reasons and the Corporation shall not assume any responsibility for late receipt of the same. Tender without EMD and tender fee shall be rejected.
9. 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 byClauseNo.6 of theTender Document and shall not result in any change or improvement in the substance of the original bid."
10. 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.
11. 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 Requiement (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.
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."
Bidders are requested to remain in touch with the n-procure portal for any amendment/corrigendum or extension of due date etc

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

The Superintending Engineer (AM),

Gujarat Energy Transmission Corporation Limited,

Circle office Anjar.

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

Yours faithfully,

Superintending Engineer (AM)

Transmission Circle office

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

Note:In case bidder needs any difficulty in accessing / submission of on line bid / clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) ,

Phone No. 079-26857315 / 316 / 317, Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA

Date :

INTEGRITY PACT

OUR ENEAVOUR

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

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

Seal & Signature
(GETCO Authorized Signatory)

Seal & Signature
(Party's Authorized Person)

Name :
Designation :

Name :

Qualifying Criteria Table:

[A] Technical requirements:

Sr. no.	Qualifying Requirements
1.	**Registration**: The bidder shall be registered contractor of GETCO any class.
2.	**Technical Criteria**: The bidder should have erected transmission line including stringing of conductor and earth wire of 66 KV and above voltage class on transmission tower/ H frame for length **minimum 10 RKM line of 66kV class and above voltage class in last 3 financial years.** **OR** **The bidder should have executed similar nature of work i.e. Mechanical strengthening of H frame lines of 66KV and above voltage class with minimum amount of 50% of estimated tender amount in last 3 financial years** **Experience of Sub Order will not be considered.** **IMPORTANT:** 1. **For Work executed for GETCO Copy of W.O including Schedule-B + Work completion certificate duly signed by concern competent authority to be submitted.** 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. 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. **2**. The bidder shall have valid Electrical Contract license and approved Vendor of GETCO, registered under GST Act and should have CPF/PF Registration Certificate.
3.	**Financial Criteria**: The bidder shall submit the Bank solvency of the amount which is 20% of the total estimated cost of the tender.

(B) Financial & HR:

Qualification requirement:

1. GST Tax Registration No. date / issuing authority. ***GST No. must be online active***
2. Details of Partners/Directors of the Firm/Company. Partnership deed **or** notarized self affidavit on Rs. 300/- stamp paper for proprietorship whichever is applicable.
3. Form G in case of partnership firm & Certificate of incorporation in case of company.
4. Copy of power of attorney / signing authority on firm's letterhead as the case may be.
5. PF registration along with proof of last challan etc. ***PF No. must be online active.***
6. The Bidder should have to submit copy of PAN card.
7. Self attested copies of Income Tax Return of last 3 financial years
8. Self attested copies of CA Audited Balance sheet with Profit / Loss statement of last 3 financial years
9. Payment of Tender fee and EMD.
10. Latest Bank Solvency of the amount which is 20% of the total estimated cost of the tender of schedule bank.

All the documents should be submitted in pdf form on n-procure portal only

All the documents to be duly self attested by the bidder

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

TABLE-A

Mandatory to upload on-line only (pdf file)

Sr No	Particulars	Check mark
Annexures / Forms as per format given in tender specifications duly signed by bidder with seal of bidder's firm on bidder's letterhead		
1	Tender Acceptance letter	
2	Annexure -14 regarding not ban /not stop deal in GUVNL or subsidiary companies	
3	Site verification certificate	
4	Declaration of Conflict on Interest	
5	Declaration for relationship with employee	
6	No deviation certificate	
7	Undertaking regarding NCLT under insolvency & Bankruptcy code	
8	Bank solvency details	
9	Appendix –I to VIII	
10	Technical bid with sign & Seal of bidder on each page.	
Accounts & HR documents		
1	Tender Fee & EMD submission Before Due date Receipts	
1	GST Documents (GST should be online active	
2	Documents of Partnership deed/proprietorship / company	
3	Power Of Attorney (if any) or signing authority on firm's letterhead	
4	For G in case of partnership firm & Certificate of incorporation in case of company	
5	P.F. documents (PF should be online active)	
6	Pan card document	
7	Self attested Income Tax Returns of last three financial years	
8	Self attested CA Audited Balance sheet and Profit Loss statement of last 3 financial years	
9	Bank Solvency Certificate with minimum 20% of estimated tender amount with ongoing validity	
Technical documents		
1	GETCO Vendor Registration only for Transformer related works with ongoing validity	
2	Electrical Contactor License with ongoing validity	
3	Technical Experience documents fulfilling the criteria mentioned in Qualifying requirements as above	

To be Submitted by Contractor by filling the details on its own Letter Head duly signed by bidder & with seal of bidder's firm

APPENDIX –I

TENDERER'S EXPERIENCE OF LAST 3 FINANCIAL YEARS

A List of Similar jobs as per Qualifying requirement executed by the Contractor in last 3 financial years & Name with address of a Person whom reference can be made, by the Corporation, if required necessary.
[Tenderers shall submit the information in the Format detailed here under]

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

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

APPENDIX – II

WORKS TENDERED / IN HAND

Details of Similar jobs as per Qualifying requirement tendered for & in hand , as on the date of the Submission of this tender

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

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place:

APPENDIX-III

TENDERER'S DETAILS OF PERSONNEL

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

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

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

APPENDIX-IV

TENDERER'S DETAILS OF MACHINERY

	Description & Details machinery	Capacity	Numbers	Make	Remarks
(a)	(b)	(c)	(d)	(e)	(f)

Contractor's Representative legible signature: _____
Name of the person: _____

Seal of the company
Date & place:

APPENDIX-V

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

[Tenderers shall submit in the Format detailed here under]

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place:

APPENDIX – VI
Qualification Requirement.

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

Sr No:	List of Documents	
1	Registration	Class – with valid up to
2	P.F. No.	GJ/
3	Partnership deed/Proprietor (Notarized copy)	
4	Power of Attorney (Notarized copy)	
5	I.T return, Bl. Sheet / P&L A/C, Statement of last three years.	
6	Latest Solvency certificate.	Rs. Lacs issued by Bank, branch dtd.
7	**GST Registration No.**	
8	PAN NO	
9	Experience certificate – form 3A of last 5 years (minimum value of similar work done should be equal to or more than 50% of estimated cost	

Signature of Tendered
Seal
Date:
Place

Company's Round

APPENDIX – VII
Qualification Requirement.

Contractor must fill up below details

1.	PRICES: [FIRM ONLY] (Please Specify YES / NO.)	
2.	PENALTY TERMS AGREED (Please Specify YES / NO.)	
3.	SECURITY TERMS AGREED: (Please Specify YES / NO.)	
4.	TERMS AGREED: (Please Specify YES / NO.)	
5.	VALIDITY Of the offer for 180 DAYS From the date of opening of the Technical Bid: AGREED: (Please Specify YES / NO.)	
6.	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
7.	MOBILE NOS., TELEPHONE NOS. & FAX NO:	
8.	Authorized person of the firm:	
9.	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	

Signature of Tenderer
Seal
Date :
Place

Company's Round

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

Signature of Tenderer
Seal
Date :
Place

Company's Round

Tender Acceptance letter

(UNDERTAKING TO BE SUBMITTED ON FIRM LETTER PAD)

Date:
TENDER NO. : _____
Name of Work: _____
[Subject]

In connection with above subject, I/we_____ are the authorized signatory for _____ (Name of bidder) and I/We confirm the following:

1) I / We, the undersigned, have read, understood and examined all the terms, conditions and parameters on each page/document of above tender documents in detail.
2) I/We further undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
3) I / we declare that we accept all the conditions of the above tender unconditionally. I / We don't have any objection for any clause, point or condition. If there will be any deviation found, in bid, the offer shall be out rightly rejected without assigning any reason thereof by GETCO and I/We will have no objection for the same.
4) I/We undertake that the work shall be carried out as per the specifications given in Notice Inviting tender or as per the Engineer in charge at the time of work execution.
5) In any legal implications in future if any, this document can be used as authentic consent from our side.

Seal of the firm **Signature of the tenderer**

Annexure-14

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

Sub: Undertaking in regard to Stop Deal/Banned for Business dealing/Black list thereof.
Ref: Tender No._____
Name of Work: _____

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

I/We _____authorized signatory of M/s. _____here by certify that M/s. _____and their proprietor/any partner/any directors 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 the firm **Signature of the tenderer**

Confirmation Regarding Site Verification
(UNDERTAKING TO BE SUBMITTED ON FIRM LETTER PAD)

Date:

To,
The Superintending Engineer (TR)
Circle Office,

Sub: Confirmation Regarding Site Verification.
Ref: Tender No.--_____
Name of Work: _____

Dear Sir,
In context to above reference tender, I hereby confirmed that I have visited the site/sites as mentioned in tender. And after keeping familiar myself completely about site & situation I am applying in tender and accepting all terms and condition mentioned in tender in to.

Thanking You.

Yours faithfully

Authorized signatory Name & signature

Seal of the Firm Signature of the Tenderer

1

(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,

Anjar.

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 for particular quoted item who has submitted the bid in this tender.

Yours Faithfully,

Seal & Signature of the tenderer

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

No Deviation Certificate
(UNDERTAKING TO BE SUBMITTED ON FIRM LETTER PAD)

Date:
Name of Tender _____

Reference: Tender No.

In connection with above subject, I/we_____ are the authorized signatory for _____ (Name of bidder)
1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with all Technical & Commercial terms and conditions.
2. I / We, declare that our offer is strictly in line with the Tender specifications
3. Further, I / We also agree that additional conditions / deviations, if any, found in the Technical & Commercial terms & conditions our offer shall be out rightly rejected without assigning any reason thereof.
4. I/We declare that I/We accept Tender unconditionally.

Seal of the Firm

Signature of the Authorized Representatives of the firm

(On the letter pad of the company)

UNDERTAKING IN RESPECT OF REFERENCE TO NCLT UNDER INSOLVENCY & BANKRUPTCY CODE

Subject: - Undertaking in respect of reference to nclt under insolvency & bankruptcy code

Name of Work/Supply:

Tender No. ANJ/CMC/e-Tn-165 /2026
Name of Tender _____

In connection with above subject, I / We confirm that our firm is not declared in NCLT under Insolvency & Bankruptcy Code. Further, I / We also agree that, if any found NCLT under Insolvency & Bankruptcy Code, the offer shall be out rightly rejected without assigning any reason thereof.

_____
(Seal, Sign & Name of Authorized Signatory of Bidder)

BANK SOLVENCY DETAILS
(TO BE SUBMITTED ON BIDDER'S FIRM LETTER PAD)

Date:
TENDER NO. : _____
NAME OF TENDER: _____

In connection with above subject, I/we_____ (Name of bidder) have submitted the bank solvency as per tender terms & conditions. The details in respect to bank solvency are as under:

1. Name of Bank and Branch Code who has issued Bank Solvency Certificate

   _____

2. E-mail ID of branch for confirmation of Bank Solvency.

   _____

3. Contact Number of the branch who has issued Bank Solvency

   _____

4. Date of Bank Solvency

   _____

5. Amount of Bank Solvency

   _____

6. Validity Period of Bank Solvency.

   _____

Seal of the Bidder's firm **Signature of the Bidder**

For Proprietorship firm only

Self-Affidavit for proprietorship firm

(On Rs.300/- stamp paper duly notarized)

I the undersigned _____ hereby solemnly declare on oath that I am the sole proprietor of the firm _____ . The proprietorship concern is solely owned, managed and controlled by me.
The signature appearing in the contract agreement is signed by me and is true.
I hereby state that whatever is stated herein above is true and correct to the best of my knowledge and belief.

Hence solemnly affirmed on this _____ day of _____ of 2026.

Deponent

Place:

Date

SCOPE OF WORK

1. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
2. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere.

The Scope of the proposal shall be on the basis of a single Bidder's responsibility for a particular line completely covering **Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount** specified under the accompanying Technical Specifications. It will include among others as specified therein the following. **a) Detailed Engineering. b) Insurance, c) dismantling of H-frame, erection of H-frame, replacement of Cross arms, level piece, top channels, etc.**

3. The above work shall be done as per GETCO's approved drawing/layout.
4. 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.
5. During the work safety check list shall be followed. Necessary check list will be available at our field office.
6. Successful bidder has to appoint site Engineer to maintained site register & FQP as per ISO.
7. 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.
8. The quantity mentioned in price bid is tentative and may vary in actual work order.

SAFETY CLAUSE

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

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

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

2. **Reporting**:-

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

3. Safety Requirement:

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

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

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

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

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

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

V. During subsequent visit, if violation is found, then double penalty plus **APPLICABLE TAXES (IF ANY)** as applicable shall be deducted from the bill of the Contractor/Agency.

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

WORK & SAFETY REGULATIONS

1. The contractor shall ensure proper safety of all the workmen, materials, equipment & plant & belonging to him or to GETCO or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer, as he may deem necessary.
2. Contractor has to provide ISI marked ELCB / MCB having sufficient capacity of standard make at point of supply.
3. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/ rules of GETCO in this regard.
4. Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried – out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produces as and when desired by Engineer or by the person authorized.
5. The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
6. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.
7. The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the owner / other contractors under any circumstances, whatsoever, unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
8. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
   a. Satisfy the Engineer that the appliance is in good working condition;
   b. Inform the Engineer of the max. current rating & voltage of the appliances;
   c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
9. The Engineer will not grant permission to connect until he is satisfied that;

a. The appliance is in good condition and is fitted with suitable plug
b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.

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

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

a. Fatal injury or accident Causing death	Rs. 1,00,000/- per person plus APPLICABLE TAXES (IF ANY)	These are applicable as applicable	for death

b. Major injuries or accident causing 25% or more permanent disablement To workmen or employees	Rs. 20,000/- per person plus APPLICABLE TAXES (IF ANY)	injury to any person, as applicable

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

ANNEXURE-A
OUR ENDEVOUR - Safety a habit

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

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

Indoor safety precaution	Outdoor safety precaution
The method of work required T&P and Man power should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and Man power should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
Prior to execution of work a joint survey Must be conducted by GETCO supervisor and contractor's supervisor for risk assessment. • Clearly identify the work location, to distinguish between the equipment that is dead and other equipment/part that may be live. • Disconnect equipment from supply. • Protect against other live parts. • Take special precautions when close to bare conductors/ Busbar.	Prior to execution of work a joint survey mustbeconductedbyGETCOsupervisor,contractor'ssupervisorandDISCOMlinemaninordertoidentifythefollowing: a. HT/LT line or tap line crossing under Each span of line of the work. b. Isolation point of each line crossing. c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch.

Following safety guidelines are mandatory For all contractors operating in GETCO premises for Electrical, non-electrical & civil works. 1. The contractors must provide advance planning of work to concerned in-charge of substation in writing. 2. Before starting any work whether switchyard, "permit to allow to work" must be taken from control room in-charge. 3. Utilizing Electrical / non-electrical equipments, safety rules must be implemented. 4. If the work is to be carried out on Sunday or public holiday, the necessary permission must be taken in advance, requesting in writing. 5. Unwanted person including children of labours will not be allowed at working site/ in the switchyard and in the prohibited area. 6. Any electrical work or electrical connections to equipment for any other work must be carried out by certified	Contractor's supervisor and GETCO Supervisor must ensure all isolations physically with adequate earthingtechnically 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 contractorsperson should be posted to ensure that no person restore D.O. supply while work is under execution Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.
electrician/wiremen with adequate size of wire through MCB as per I.E. Rule. - Live penal area / bus bar must be isolated and sealed / bifurcated with red colour tape for visible warning. - Display Board must hang on LCP panel. - Transformer must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person. All wire temporary connection & material whenever erection activity has any connection and disconnection work of bus bar, string bus.	
All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.	All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly approved by GETCO.
The local earthing must be done at the place of work before execution of any work.	The local earthing must be done at the place of work before execution of any work.

11kVbreakerinpanel must be switched off and racked out only after ensuring no voltage in breaker and without door opening.	Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather condition.
	Transmission line activities. 1) Used of Voltage detector to ensure outage. 2) Earthing at three point, local, left & right side of bus bar / string bus. 3) Match line colour code with colour of wristband.
	Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.

GENERAL COMMERCIAL CONDITIONS

The Gujarat Energy Transmission Corporation Ltd., **Anjar** hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount** Detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.

1. The validity of tender is ***180days*** from the date of opening of technical bid

2. **Earnest Money Deposit :**
   A. Bidders are requested to pay an earnest money deposit (EMD =1% labour cost+ 2 % of OLM) by RTGS / NEFT only for the amount as specified in the tender notice.
   B. The EMD shall be submitted along with submission of Technical bid only.
   C. Tenders no accompanied by EMD shall be rejected.
   D. If during the tender validity period, i.e. 180 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for future works of GETCO.
   E. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.

3. The tenderers shall specifically note that the Tenders are invited on percentage basis only.
4. The tenderers will ensure submission of the Tenders duly filled in before the due date and time.

1. **Security deposit**: -

The contractor will have to pay the Security Deposit at 5% of the order value by demand draft / in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD/ PAYABLE AT ANJAR, A/c. name of bidder' upon placement of the LOI within 15 days. Alternatively you may pay the entire S.D. in the form of B.G. in case S.D value is more than Rs. one lakh as per approved format of the GETCO issued by only Nationalized/Scheduled Bank as per List attached herewith. The security deposit will be refunded only after the completion of guarantee period of 1 year of work done or finalization of final bill whichever is later.

(A) Guarantees issued by following Banks will be accepted as SD on payment basis.

1. All National Banks.

(B) Guarantees issued by following Banks will be accepted as SD for the period up to **March 31, 2027.**

The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. AXIS Bank

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

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

No interest will be allowed on amount of Security deposit.

The Security Deposit- total shall be kept deposited up to completion of GUARANTEE PERIOD OR finalization of final bill whichever is later

The same shall be return on receipt of N.O.C. by the concerned AM division for billing & payment.

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.

Corporate Guarantees are not admissible.

2. **Contract Period** :-
   The time allowed for completion the work is ***03 (Three) Months*** from the date of the commencement of the work, failing which the **penalty ½% per week or part thereof plus applicable taxes (if any)** as applicable on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value will be imposed.
3. The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer in charge depending upon emergency of work, GETCO reserves the right to reduce the time limit without giving any notice.
4. **TAXES AND DUTIES**
   1. GOODS AND SERVICE TAX (GST): GST and cess as applicable shall be payable/ receivable as mentioned in clause no.33 of GCC supra
   2. The prices quoted shall be all inclusive of freight, transportation, loading, —unloading stacking at site of materials supplied by Contractor as well as owner supplied item if any.
   3. No extra payment toward any type of templates and erection tools /materials will be made.
   4. Statutory Variations:

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

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

Goods and Service Tax (GST):

1. The F.O.R. Destination prices are excluding GST at the rate of 9% CGST plus 9% SGST or 18% IGST, under the GST Law or as applicable to Works Contract Services from time to time which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount and % of GST and Cess should clearly be indicated separately. GST/Cess means all applicable Tax/Cess under GST Laws. (GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act,2017 and all related ancillary legislations).
2. You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately

passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

3 The offers having price INCLUSIVE OF GST is likely to be rejected if the rate of GST is not mentioned clearly.

4 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 Contractor. However, any refund received by the 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.

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

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

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

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

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

10 Notwithstanding the tax liabilities as per the sub-clause 35.9 above, the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

1 1 Whenever concessional rate of GST is indicated by the bidders; it shall be confirmed whether any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the supplier. Bidder shall note that in case of absence of such confirmation; the tenders will be evaluated taking into account the maximum rate of GST applicable.

12 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials etc and will be applicable only to the direct

transactions between the contractors and owner. Besides the said statutory variation, no other statutory variation shall be payable by the owner.

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

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

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

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

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

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

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 you.

Welfare cess:

As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply, erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects and civil works.

- 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.
- The welfare cess@l% is considered in the price schedules so, the bidders are requested to quote accordingly.
- GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
- The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary

evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value.

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

- On receipt of A/T, the contractor/ bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office.
- Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
- Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.
- Before release of payment of Final Bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill as well as 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.

13. The contractor will have to give indemnity bond on Non-Judicial Stamp paper of value Rs. 300/-to GETCO for material as per attached format. The cost of stamp paper will be born by the contractor.
14. Also the successful bidder will have to execute Agreement on stamp paper of value Rs.300/- at our Circle office **Anjar** before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.
15. The contractor will have to give safety cum indemnity bond on Non-Judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.
16. The contractor will have to give indemnity bond on Non-Judicial Stamp paper of value Rs. 300/- to GETC O as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.
17. **Guarantee: -** It is the responsibility of the contractor to handover the complete work free of all defects. If within a period of **One (1) year** from the date of handing over the work it is noticed that any defects occurs due to bad workmanship, it is the duty of the contractor to rectify / replace the same at his own cost. If within seven days from the date of receipt of such notice, the contractor does not take up the work, same will be carried out at his risk and cost.
18. 10% retention money will be deducted from each R.A. Bills against material issued to contractor.
19. 10% amount of bill will be retained from each RA bill for the work executed after the scheduled date of completion and on finalization of time limit extension by competent authority; this amount will be released after deducting amount towards the time limit penalty if any.
20. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.
21. The quantum of the work as mentioned in estimate/ schedule –'B' is tentative and it can be varied or differed as per site condition. The payment shall be made only on actual work executed or order quantity, whichever is less.

22. The tenderer will be abided by and fulfill all the terms and provisions of the "Tender & Contract" for works as applicable and incase of any default there to the GETCO shall forfeit the S.D. or any other action as may be decided by Superintending Engineer (TR), GETCO, **Anjar**.
23. The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by field Engineer at his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.
24. GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.
25. No part rate or reduced rate shall be allowed in final bill.
26. The contractor has to follow all labour laws, safety rules and regulations. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety/ security of men, materials and equipments shall be sole responsibility of the contractor.
27. The compliances of all Central/ State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.
28. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. GETCO reserves the right to reject any or all tender without signing any reasons whatsoever.
29. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
30. The tender includes all minor accessories and items of work which are not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
31. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.
32. No higher rate or revised rate will be applicable for the work, if work is held up/ closed due to whatever so reasons.
33. GETCO will not pay any idle charge for any site conditions or any circumstances.
34. In case of any dispute/ doubt, the decision of Superintending Engineer (TR), GETCO, **Anjar** shall be unchallengeable, final and binding to the contractor.
35. The contractor has to remain in close day to day contact with Engineer in charge of work i.e.DE S/s /Line concern who will issue detailed instruction for the commencement of the work.
36. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office.
37. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
38. The contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at contractor's risk and cost.
39. The contractor must engage sufficient knowledgeable persons round the clock, exclusively for oil filter machine provided by GETCO for oil filtration work. No loss of oil should occur and in case if occurs; its cost will be recovered from contractor's bill. The contractor has to apply sufficient nos. of cycles for oil filtration works as decided by the Engineer in charge.
40. The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of on line tender, does not qualifies the tenderer to offer the bid.
41. Tender offer without payment of EMD required certificate, documents, list of tools, tackles, equipments etc. required for execution of job will be out rightly rejected without assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, **Anjar** will be final and unchallengeable.

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

54. GENERAL:-

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

b) **Accounts of Materials issued**:- The contractor shall have to maintain accurate day to day and item wise account of use of issued materials which shall be got checked from time to time by the representative of the GETCO. The contractor will be responsible for custody and

preserving the issued materials till the work is handed over by the contractor after completion.

c) The contractor has to maintain site register, covering all the daily details of material receipt and utilization, progress of work etc. This register shall be checked and signed by Engineer in charge and Executive Engineer during the site visit. Any bill without site register shall not be passed.

55. The contractor shall be responsible for breakages, losses and theft of material during transit or erection after the materials issued from the stores till the completion of work and is taken over by the GETCO.

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

57. The contractor shall co-operate with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill all the requirements which are necessary to finalize the accounts on the basis of its records and pay him such amount as if found due to him together with the amount of security deposit. If any remaining payable to him after deduction there from the amount due by him to the GETCO. The GETCO shall not entertain further claim from thereafter.

58. The competent authority can delete any item in schedule of the tender, if he feels that the rate quoted by the contractor for that item is abnormally high when compared to the estimated rates.

59. **Delivery of Material: -** All material/ equipment required for this work as per schedule shall be delivered at any store centers of GETCO jurisdiction and contractor has to take delivery from these stores or at his own cost only.

60. You will ensure that completion of erection work i.e. all works connected with substation having been completed correctly as per Indian Electricity Rules & procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out Subsequently shall be set right forth with by you at your own cost.

Billing and Payment Terms

1.Payment will be made by running account bill monthly after taking joint measurement and following procedure given in Clause of the Tender and contract for works. If there is any delay on the part of GETCO to make payment of R. A. Bill as per clause mentioned above, you will not claim any extra for the same. The R.A. Bill should be submitted to concerned **Executive Engineer (AMD)**

2.The payment of the above order will be processed through VMS portal of GUVNL hence you are required to get yourself registered on https://vms.guvnl.com and submit the digitally signed invoices, GST CA certificates, E-way bill, delivery challan and other supporting documents to Consignee location using your login ID and password on the VMS portal of GUVNL.

(a) The contractor shall have to submit the RA bill of order to the concerned Deputy Engineer of sub-division of concerned division for payment once in a month period.

(b) 90% payment of amount claimed covering various activities such as excavation, foundation, erection, earthing, stringing of bus bar and earth wire including insulator hoisting works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.

(c) Balance 10% of erection value shall be paid within 60 days against completion of work only after settlement of material account statement of items supplied, used, erected and successful commissioning of Sub-Station line the same amount will be release in final bill only and payment will be made only after passing of final bill.

(d) If net payable amount is more than Rs 10 Lacs, payment will be released from circle office/corporate office.

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

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

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

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

61. PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

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

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

64. 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.

65. CO-OPERATION WITH OTHER CONTRACTORS

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

66. PROTECTION OF WORK

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

SPECIAL COMMERCIAL CONDITION FOR TENDERER

1. TAKING DELIVARY AND INSURANCE: -

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

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

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

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

2.1 The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of sub-station/line materials, which are required to complete the sub-station /line. Bidder shall have to take the comprehensive **Marine cum Erection (MCE)** insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking cover of the sub-station/line by GETCO. The contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished/submitted to Engineer-in-charge of GETCO.

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

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

2.3 The estimated cost of line material for insurance is Rs. 6.75 lacs or (As per instruction of EIC)

3.0 INSURANCE

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

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

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

3.4 Workmen's Compensation Insurance

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

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

3.5 Comprehensive General Liability Insurance

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

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

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

4 **PENALTY FOR DELAY:-**

1. The bidder should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond contractual cutoff date stated as per stipulated delivery period shall be subject to the **penalty ½% per week or part thereof plus plus applicable taxes (if any)** as applicable on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value plus **APPLICABLE TAXES (IF ANY)** as applicable will be imposed.
2. In event of failure of the Contractor to pay the amount of Penalty as demanded, the Owner shall be entitled to deduct the amount of Penalty for delay from the amounts payable to the Contractors under any bills raised under this contract or any other contract with the GUVNL and its Subsidiary Companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL, PGVCL UGVCL. It is permissible for the Owner to adjust the amount of Penalty of delay against any Bank Guarantee furnished by the Contractor under this contract or any other contract with GUVNL and/or its subsidiary companies.
3. The parties agree that delay in completion of contract will result into loss of revenue and consequently loss of profit to the owner, however, the amount of loss of revenue on account of delay in commissioning the works cannot be calculated accurately at this stage the parties, therefore, agree the penalty stipulated above is a genuine are estimate of the loss/damage which will be suffered on account of delay and/or breach on the part of the contractor and the said amount will be payable by the contractor on demand.

4. If it is found that the work is unsatisfactory or not progressing as per the program / BARCHART / Target period, any action taken by the GETCO, as may be deemed fit, to see that work is completed as required by the GETCO, would be at the risk and cost of the contractor..
5. Any delay causing extension of outages shall be contractor's responsibility and appropriate amount (in term of Rupees) as decided by **Ex. Engineer (AM) Division Anjar** shall be recovered from Contractor's bill as a penalty.

Taxes and Duties:

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

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

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

3.5.4 The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Sign & Seal of Contractor Page 8 Bid Proposal Sheets, subject to the statutory variations and variations as per Clause No. 14.3. If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contactor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

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

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

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

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

"RIGHTS OF THE OWNER:

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

Line in respect of Claims in other Contracts:

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

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

This is put up herewith for perusal and approval so that above stated enabling clauses may be incorporated in the terms and conditions of Tender / Contracts by our Procurement Department. Project Department, Transmission Department, R&M Department and Civil department. Further, we may ask CE (Project) to instruct the field offices for incorporating the above clauses in field tenders.

TERMS & CONDITIONS REGARDING INDUSTRIALLAWS AND OTHER RELATED MATTERS

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

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

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

2) Labour Laws

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

(i) Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.
(ii) Payment of deposit in respect of each contract labour at the rate as per admissible with the office of commissioner of Labour as per the contract Labour (Regulation and abolition Act.).
(iii) License fee as prescribed under the contract labour (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.
(iv) Paid leave facility and wages as per the provision of the factories Act at the rate of one day for every 20 days of working.

(v) Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labour laws.

(vi) Payment of compensation in case accidental inury.

(vii) Maternity leave as per the provisions of the maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labour laws in force from time to time from statutory authorities like State Government/ Government of India which the contractor shall have to comply with.

3) Provident fund & Family pension Scheme:-

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

4) Deposit Linked Insurance Scheme :-

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

(5) Administrative Charges:-

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

(6) Paid Leave Facility:-

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

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

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

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

(9) Contractor to Identify the GETCO:-

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

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

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

GENERAL TECHNICAL CONDITION:

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

10. FIELD OFFICE RECORDS

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

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

12. **DISCIPLINE OF WORKMEN**

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

13. CONTRACTOR'S FIELD OPERATION

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

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

14. PROGRESS REPORT

The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site. The monthly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

15. MAN-POWER REPORT

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

16. Contract Quality assurance:

The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases. At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be **mutually discussed and agreed and such agreed Programme shall form a part of the Contract.**

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

A. INTRODUCTION

1.0 **DEFINITION OF TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) American Society of Materials Testing Codes.

i) Standards of the Indian Standards Institution.

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

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

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

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

Or

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

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

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

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

2.0 APPLICATION

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

3.0 STANDARDS

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

4.0 LANGUAGE AND MEASURES

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

5.0 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

6.3 The Contractor shall not communicate or us in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the

site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

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

7.0 CONSTRUCTION OF THE CONTRACT

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

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

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

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

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

8.0 JURISDICTION OF CONTRACT

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

9.0 EXECUTION OF CONTRACT:

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

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

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

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

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

10.0 ENFORCEMENT OF TERMS

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

11.0 COMPLETION OF CONTRACT

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

B. GUARANTEES & LIABILITIES

12.0 TIME – THE ESSENCE OF CONTRACT

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

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

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

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

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

13.0 EFFECTIVENESS OF CONTRACT

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

14.0 PENALTY FOR DELAY

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

15.0 GUARANTEE

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

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

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

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

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

16.0 TAXES, PERMITS & LICENCES

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

18.0 DEFENCE OF SUITS

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

20.0 LIMITATION OF LIABILITIES

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

21.0 ENGINEER'S DECISION

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

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

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

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

22.0 POWER TO VARY OR OMIT WORK

22.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If

any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

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

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

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

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

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

23.0 ASSIGNMENT AND SUB-LE TTING OF CONTRACT:

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

24.0 CHANGE OF QUANTITY

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

items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the Special Conditions of Contract.

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

26.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

27.0 NO WAIVER OF RIGHTS

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

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

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

29.0 PROGRESS REPORTS

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

30.0 TAKING OVER

Upon successful completion of work of erection of tower line by the Contractor, the Engineer shall issue to the Contractor a completion Certificate as a proof of the final acceptance of the erected line. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof

on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the erected line. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

C. CONTRACT SECURITY AND PAYMENTS

31.0 CONTRACT PERFORMANCE GUARANTEE

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

The contractor should submit the awarded buy-back cost (i.e. upfront amount) in form of the Bank Guarantee (The BG tenure shall be minimum 1 (ONE) Year & shall be revised as per the requirement) or DD, before/on the date of commencement. Then after each lot/total work, the dismantled material OLM cost is to be deducted from his R.A.Bill/Final Bill as explained in detail IN OLM-SOP Points. After completion of the total work & submission of total OLM amount to GETCO, OLM Bank Guarantee will be released.

- ***IN ADDITION TO THE CONTRACT PERFORMANCE GUARANTEE, CONTRACTOR SHALL HAVE TO SUBMIT SEPARATE 'BANK GUARANTEE' FOR OLM UPFRONT AMOUNT,AFTER ISSUANCE OF LOI (LETTER OF INDENT).***

- ***THE AMOUNT SHALL BE MENTIONED IN THE LOI (LETTER OF INDENT) SEPARATELY FOR***
  - ***2 THE CONTRACT PERFORMANCE GUARANTEE &***
  - ***3 OLM UPFRONT VALUE BANK GUARANTEE.***

32.0 PAYMENT

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

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

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

33.1 Application for Payment

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

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

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

34.3 Mode of Payment

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

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

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

35.0 DEDUCTIONS FROM CONTRACT PRICE

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

D. RISK DISTRIBUTION

37.0 INSURANCE

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

responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

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

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

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

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

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

38.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

39.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

39.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion

of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

39.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Owner shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

40.0 DEMURRAGE, WHARFAGE, ETC.

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

41.0 FORCE MAJEURE

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

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

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

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

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

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

42.0 SUSPENSION OF WORK

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

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

43.0 CONTRACTOR`S DEFAULT

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

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

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

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

44.0 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

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

44.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts

to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

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

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

45.0 FRUSTRATION OF CONTRACT

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

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

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

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

46.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the

Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

E. RESOLUTION OF DISPUTES

47.0 SETTLEMENT OF DISPUTES

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

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

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

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

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

48.0 Arbitration Clause
FOR WORKS CONTRACTS & COMPOSITE CONTRACTS

(1) Amicable Settlement

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

(2) Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works

Contracts Disputes Arbitration Tribunal Act, 1992."

49.0 RELATIONSHIP WITH EMPLOYEE

Every bidder at the time of submission of bid give an declaration as under

If in any bidder company / firm the interest (i.e. shareholding in company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in section 2(77) of company's act 2013 in 10% or more the tendering company will not deal with such company or firm at all

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

50.0 CONFLICT OF INTEREST AMONG BIDDERS/AGENTS

As approved by GUVNL B R No. 95 121 20/1951 dt 12.3.2023 to incorporate clause regarding " Conflict of interest " in tender of works.

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practice to the detriment of procuring entity's interests. The bidder found to have conflict of interest shall be disqualified. Bidder may be considered to have a conflict of interest with one or more parties in bidding process for particular quoted item if, only on base of context covered in earlier instruction will remain unaltered.

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

51.0 RECONCILIATION OF ACCOUNTS

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

Date: **Superintending Engineer (AM)**
(Signature of Contractor) **GETCO,C.O., Anjar**

GENERAL CONDITION

A. GENERAL TERMS :-

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

B. GENERAL TERMS FOR CONTRACTOR :-

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

10. The Contractors has to engage required strength of skilled persons for Transportation, Loading & unloading work and proper Supervisor to avoid complication & unnecessary delay to complete work timely. The Contractor will be totally responsible for labour claims arising out of the labour employed for this job.
11. The detailed drawings of equipments can be seen from concern GETCO office during any working day and the equipments which are to be erected can also be seen physically at **Anjar** store during any working day and time.
12. Contractor has to ensure safe shifting and erection of all accessories / equipments as per standard norms.
13. The Contractor has to arrange for minor fabrication (if required) at free cost. The tender includes all minor accessories and items of work which may not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
14. The contractor has to co-ordinate & co-operate fully with Engineer-in-Charge and commissioning Engineer of the supplier for erection of all equipments / structure / accessories, etc., and any other items which are not conveniently included in the specification but requires for completing the job.
15. The Contractor has to remain in contact in close days with Engineer in charge of work who in turn shall issue detailed instruction for the commencement of the work.
16. The Contractor will be solely and responsible for any accident / damage either to equipments or any human being during the time of execution of work.
17. Either you or your authorized person should contact our concern S/Dn as well concerned Div office daily, for the availability of equipments required for this work, failing to which this work order shall be terminated without giving any notice.
18. The Contractor will have to give indemnity bond to GETCO against any possible claim of compensation for damage to contractor's equipments or staff or any of third party during the execution of work.
19. The Contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at Contractor's risk and cost.
20. The contractor has the experience of survey work and produces the list of survey instrument and bio-data of Supervisor / Surveyor / Engineer / Technician to be engaged for the job.
21. If the work is required to be carried out during specified outage then the contractor has to deploy adequate man power, material, tools etc. well advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage. Contractor has to co-ordinate E.I.C. of planning of outage & work schedule thereof, so as to complete all the planned work in outage.
22. If required by GETCO you shall have to provide free to & for traveling facility to our field Engineer or Surveyor for the work.
23. The Contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer - in - charge.
24. The tender shall invariably furnish a monthly average erection capacity (in km. and rating) along with list of available machinery, tools and tackles etc. for erection of line.
25. The tenderer shall not submit offer for erection or foundation work.
26. No subcontractor, Power of Attorney shall be allowed.
27. Any excess work done beyond specification and drawing shall be at Contractor's risk and cost.
28. During the stringing work of line if any EHT / 11KV / L.T. line comes on the way the Contractor has to dismantle, restringing, kept on original position etc. work to be carried out. No any charges will be paid extra for this work. Further work to be carried out in co-ordination with concern DISCOM personnel for proper identification of feeder / LT line as well as you have to strictly observed all the safety rules of GETCO.

29. The bidder shall specifically note that GETCO will not pay any extra amount to wards any type of claim except for the description indicated in Schedule "B'. The party has to carry out all other / additional required activities / work as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per the site condition and for this work no extra Payment shall be made by GETCO.

30. In addition to the general of the construction particular attention shall be paid to the final finish and every effort shall be made to have the entire work contented wish standard of workmanship by the Contractor.

31. No any idling / gang mobilization charge will be paid by GETCO in any circumstances.

32. No part rate or reduces rate shall be allowed in final bill.

33. **The interpretation of specification doubts etc: -** In case of any doubts about what is mentioned in specification or schedule or elsewhere, the tenderer should get all doubts cleared from the Department in writing and in advance of filling in the tender. In case of difference of opinion about interpretation of specification etc. the decision of **concerned Ex. Engineer (AM)/SE(AM) Anjar** will be final and shall be binding to the contractor to the tenderer.

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

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

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

E. **TERMS OF PAYMENT:**

1. Normally, one R.A. Bills will be paid every month, however, looking to the progress of the work it will be reviewed mutually and 90% of the cost of work done will be paid to the Contractor on his presentation of R.A. Bill giving the material account thereof. Remaining 10% Payment will be made after the entire work is completed satisfactorily in all respect. The Bill should be submitted to concern GETCO's **Executive Engineer (AM), Anjar** with a copy to Concern **SE(AM), Anjar** Final bill will be prepared by Concern Field **Executive Engineer (AM), Anjar** within about fortnight from the date of completion of the work by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **STORAGE-CUM-INSURANCE**:- The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of s/s or line materials, which are required to complete the s/s or line. Contractor shall have to take Marine cum Erection (MCE) insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to

the time of taking over of the transmission line or S/S by the Board. The contractor shall deal directly and pursue the claim with the insurance company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished to Engineer-In-Charge.
No material shall be issued to bidder/erection agency in absence of such insurance policy. The risk shall be covered for lifting of material from store to final handling over to GETCO. Further In absence of the above insurance policy, R. A. Bill payment will be with held.

5. **RETURN OF EMPTY CONDUCTOR DRUMS:** The empty wooden drum of earth wire and conductor as well as insulator crates will not be required to be returned back by the contractor to the GETCO stores.
6. **ACCOUNTING OF GETCO MATERIALS: -** The contractor will be fully answerable and responsible for all the material issued to him for the work by the GETCO for any theft, loss of pilferage and shall have to furnish account for the same after completion of the work and before preparation of final bill, If the loss referred to above is not made good before final bill as per rules of the GETCO. Contractor has to maintain Site Register Material Account Register regularly.
7. The structure & equipment required for line erection work shall be delivered at central store by GETCO at free of cost and it must be shifted to site without damaging the equipment must be kept in position as per instruction of In charge Engineer and Manufacturer's manual. The M.S. Girder required for line erection work will be provided at one end of the line by GETCO. The trip of Girder should be of minimum 20 Girders.
8. The Contract has to shift the material at site with packing case and it should open carefully without damaging the equipment. The packing case must be returned to the store in good condition and stacked as directed by Engineer-in-charge.
9. The equipments must be cleaned, washed if required before erection. The initial testing wherever required should be carried out first with the help of Engineer-in-charge before erection, such as measuring continuity test or any other test found necessary.
10. THE GUJARAT ENERGY TRANSMISSION CORPORATION LTD. shall supply Steel Section required, for earth mesh / structure / G.I. / M.S. strip for earthings the equipments structures with nut and bolts, power cable, control cable, L.T. cable, Clamps connectors and C.I. Plate for small pit etc. at free of cost subject to condition mentioned in schedule-B.
11. Wooden charcoal, salt, black cotton soil, G.I. pipe, G.I. strip, G.I. wire, nut & bolts lugs etc. required for earthing shall be procured by the contractor as per specification given is Schedule B.
12. Contractor will fully and solely responsible for any shortage, damage, leakages to the equipments or any it's accessories that may occur during transportation dragging, draining of oil, erection work etc.
13. In case of non - availability of some items / materials you will have to collect the same from other nearly store center for which you shall be paid as per GETCO's rules and S.O.R. rate.
14. After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
15. For shortages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis or prices of the materials (prevailing the date of settlement of materials Account) plus 15% supervision charges.
16. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate Police actions, similarly as per instruction of Engineer-in-charge, you have to credit the material at GETCO store without any loss of time failing to which GETCO shall initiate Police action.
17. **Accounts of Materials issued :-** The contractor shall have to maintain accurate day to day and item wise account of use of issued materials which shall be got checked from time to time by the

representative of the GETCO. The contractor will be responsible for custody and preserving the issued materials till the work is handover by the Contractor after completion.

18. The contractor has to maintain site Register, covering all the daily details of Material receipt & utilization, progress of work etc. This register shall be checked and signed by Engineer in charge, **Executive Engineer (AM), Anjar** & **SE (AM), Anjar** during the site visit. Any bill without site register shall not be passed. The GETCO shall not entertain further claim from thereafter.

I. TOOLS :-

1. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.

2. No special tools and tackles such as compression joint machine, jointing dies, come along clamps, dynamo meter etc. shall be given by GETCO.

3. Erection tools required during construction of lines shall be arranged by the contractor at his own cost. Adjustable stub templates will however be supplied by the GETCO which shall be returned by the contractor in Good condition on completion of the works.

4. Contractor will have to make his own arrangement for all tools, tackles, wire ropes etc. for the work.

5. The contractor has to submit the list of tools, tackles, equipments with him along with his tender offer. The tender without this list and other required documents (as mentioned above herein the tender) should be rejected out rightly.

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

K. 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 :-

i)	Conductor and Earth wire.	: For jumpering/sag/sister wire: 0.5%
		: For credit length up to 30 Mtr.: 0.5%
		: For credit in pieces as good conductor from 30 Mtr. to 100 Mtr: 2%
ii)	Insulators.	: 0.25%
iii)	Bolts & Nuts	: NIL (No extra Bolts/Nuts will be supplied).
v)	Hardware & Accessories.	: NIL.

L. INSPECTION BY GETCO REPRESENTATIVES:

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

M. FORCE MAJEURE :-

1. Force majored is defined as "Any cause which is beyond control of contractor or the GETCO as the case may be, natural phenomena like floods, draught, - earthquake, epidemics etc. acts of any Government Authorize domestic or foreign including but not limited to war, declare or undeclared, priorities quarantine, embargoes Licensing control or production or distribution restrictions accidents like Fire, Explosions, Break-Downs etc.".

2. All legal complication or disputes are subject to **Anjar** jurisdiction only.

3. As the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract such as:

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

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

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

7. The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

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

O. **TAKING DELIVERY AND INSURANCE:**

1. As regard damage the materials, equipment and worker of the contractor, he himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" compensation act of any other statutory provisions, the same will have to be paid by the contractor direct. If he thinks fit he may take necessary insurance cover, at his cost.

2. The contractor has to keep 'H' frame materials & line materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection or taking over of the line by GETCO.

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

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

5. **EQUIPMENT INSURANCE: -**Contractor shall have to take comprehensive insurance policy against any loss, damage, theft, pilferage, fire etc. to the material for the complete period of erection and commissioning up to the time of taking over of the Sub Station / transmission line by the Board. The contractor shall deal directly and pursue the claim with the insurance company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished to Engineer-In-Charge. In absence of the above insurance policy, R. A. Bill payment will be with held.

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

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

Q. **TESTING AND COMMISSIONING :**

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

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

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

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

S. PROTECTION OF WORK

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

V. EMPLOYMENT OF LABOUR

1. The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.
2. All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
3. In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

W. FACILITIES TO BE PROVIDED BY THE OWNER

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

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

2.**Tools, tackles and scaffoldings**

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

3. First-aid

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

4.Cleanliness The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil

and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

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

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

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

8. SECURITY

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

9.PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

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

SIGNATURE OF CONTRACTOR
WITH SEAL/STAMP

SPECIAL TECHNICAL CONDITION:

1. GENERAL :

1. RIGHT OF WAY, WAY LEAVE, TREE CUTTING AND OTHER OBSTRUCTIONS

1..1 All statutory clearances and permissions from various statutory bodies / Govt. authorities like forest Department, Railway, Aviation Authority, Maritime GETCO, National High Way Authority, right of way and way leave etc. wherever required along the entire route of the transmission line shall be arranged by the GETCO.

1.2 The successful bidder shall have to also arrange for Right of Way and tree clearance. The contractor should immediately clear any obstructions or hindrance from local villagers or the local authorities in the execution of the work so that there is no delay in execution/completion of various activities and awarded work is completed in the schedule completion period in consultation with GETCO EIC.

1.3 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.

1.4. The contractor shall instruct his labours and staff to use minimum area while doing the work where there are standing crops. No persons of the contractor should pick up any items from the standing crops or fruit. The contractor should take all possible steps to avoid or minimize damages to the standing crops.

1.5. For necessary forest clearance, the processing will be done by the GETCO and the payment to the central government/state government for compensation of forest clearance will be paid by the GETCO as necessary.

2. ACCESS TO LOCATIONS/USE OF PRIVATE ROAD/APPROACH ROAD TO SITE:

2. 1 It will be the contractor's sole responsibility to take the materials up to the location in path way, temporary road, temporary bridge required will have to be provided by the contractor at his own cost. If, for any reasons the above is not feasible, the contractor at his own cost shall have to arrange transportation of line materials by head loads.

2..2 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 covered in the tender shall not undergo any change at any stage or shall be granted by the GETCO for any special rates/consideration.

2. 3. The Contractor shall have to make necessary arrangement/permission for use of private/forest/canals for transportation of materials, construction crew and tools at his own cost. Any charges levied by the concerned parties/authorities for use of such road etc. shall be born by the contractor.

3 REMOVAL/ DISMENTALLING OF OLD LINE MATERIAL:

3.1 Before commencing the stringing work conductors, Hardware, insulators hard wares and conductor/earth wire accessories of old line shall be removed from the existing tower / h-frame structures. Contractor shall check the towers / H-frames for its safety for execution of dismantling / stringing work.

3.2 In case of old D/C line above work including removal of earth-wire is to be carried out in Hot line conditions i.e. one circuit on D/C towers in live condition. The work is to be completed in given/arranged outage.

3.3 For dismantling and stringing of conductor/ earth wire of 220 kV D/C lines, practical difficulties if any shall be resolved at the time of execution of work.

3.4 In case of S/C line above work is to be carried out in cold conditions during arranged / given outage.

3.5 Necessary tools and tackles shall be used for the safety of the erection crew as the work is to be carried out during hot line conditions.

3.6 Necessary precautions shall be taken by way of providing guys, rollers, etc for safety of towers and work shall be executed in such a way not causing any damage to tower cross arms or tower body or tower foundations

3.7. Any damage that may occur to existing tower / H-frames during stringing/dismantling work shall have to be made good by the contractor at no extra cost to the GETCO, including supply of towers / H-frame structures or part thereof, their foundations including excavation, erection, earthing etc. required for safety and satisfactory performance of the line. All such activities are to be carried out at no extra cost to the GETCO and in a schedule completion period. No extension in completion period shall be allowed on such account.

3.8. Dismantled / removed line material of old line shall be transported to contractors store by clearing the site and arranging their disposal at no extra cost to the GETCO.

3.9. Contractor has to pay cost of the old-line material that is to be retained by him as per the terms and conditions indicated in the tender specification.

4 INSULATOR HOISTING AND STRINGING:

4.1 The rates for any type of stringing work, out of followings

i) Stringing of single / double circuit line with 3/6 conductor/s.
ii) Hot line / cold line stringing of conductor.
iii) Silicon rubber / conventional anti fog insulator hoisting.

4.2 The rates for stringing of conductors and ground wire for river crossings shall be on per KM basis only and shall be paid according to actual work done. In case special river crossing towers are suspension type the river crossing shall mean river crossing section considering the span from one anchor tower to the other end anchor tower i.e. Span between tension towers adjacent

to river crossing towers. Whereas if the special towers are tension type the special crossing shall mean span from special tower to special tower of other end.

4.3 The rate of dismantling/stringing of single circuit on double circuit tower line for the work to be carried out with one circuit in live condition.

4.4 The empty drums of conductor and earth wire shall be retained by the contractor and no recovery shall be made from the contractor on this account.

4.5 **REVENUE LOSS:** The outages of the other crossing lines for stringing work should be planned in such a manner in consultation with the Engineer in charge of the work that minimum shut down of other power lines are required. Recovery against revenue loss to the GETCO due to time over run of the schedule outages, will be decided by MD (Tech.) and the amount if any, on the revenue loss account will be clubbed with penalty clause so that maximum liability towards recovery against revenue loss and penalty shall be limited to the extent of maximum of 10% of labour component of the contract i.e. erection part.

5 STRINGING:

5.1 Before commencing of stringing work, contractor must obtain approval of sag tension charts (these shall have to be supplied by the contractor) showing final sags and tension for various temperature and spans. The stringing chart shall be prepared according to appended format only.

5.2 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/AAA 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 clamp 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 GETCO, 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.

5.3 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 and GETCO's representatives should be maintained. Check for sag should also be made at intervals when conductor is 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 be allowed at all the important tension locations like Railway/River Crossings.

5.4 After 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 other causes. Scaffolding should be used to cross the important roads and Railway Crossing for minimum interruption to traffic.

5.5 The 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.

5.6 Conductor 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 spans.

5.7 The stringing sheaves, when suspended on the transmission structure for sagging, shall be 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.

5.8 The stringing of the ground wire shall be done in accordance with the stringing charts approved by the GETCO. 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. In case of double circuit line, stringing of ground wire shall be done in hot line condition i.e. one circuit on double circuit tower in live condition. For dismantling and stringing of earth wire of 66 kv D/C lines, practical difficulties if any shall be resolved at the time of execution of work.

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

5.10 Amour rods and vibration dampers shall be fitted at each suspension tower before final clamping of conductor with Insulator strings. Vibration dampers 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.

5.11 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.

5.12 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. in hot line condition i.e. one circuit in live condition for double circuit line or stringing in cold condition for single circuit line.

6. SUPPLY OF MATERIALS BY GETCO:-
Material to be supplied by GETCO from concern GETCO store/Division or any store. Transportation cost is to be borne by bidder. The contractor has to take delivery of materials from the GETCO's store/Substation to the respective tower sites and will be responsible for any damages to or loss of all materials at any stage during the Transportation or erection. The materials that will be issued by the GETCO will be in 'AS IS WHERE IS' conditions at the store centre of the GETCO in the area during working hours days. All the materials received by the contractor shall be got insured for storages and erection risk by the contractor at his own cost. An indemnity Bond/Bonds have to be issued by the contractor for the materials take over by him for erection.

7. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:-Materials/Tools are to be required for work of replacement of conductor, Earth wire, SRI, replacement of toweretc, which are to be arranged by Contractor.

8. SPECIAL TOOLS :-Special tools and tackles for working others stringing materials will be arranged by contractor.

5. Minor additional work at site if required is to be carried out by contractor at free cost for completeting the insulator replacement..

9. All the dismantled materials to be **stored by contractor in safe custody. Bidder is totally responsible for old line material storage. Material will be taken by contractor after crediting amount of old line material to GETCO. GETCO is not responsible for any damage/ loss/ theft of any material.**

10. Contractor shall have to compensate the board for damage of GETCO's property during dismantling / removing of Old line materials from erection site.

11. **Completion Period** :- The Contractor has to complete the preliminary activities including joint inspection with GETCO field staff after issue of letter of intent. As this work is of urgent nature contractor has submit the bar chart and give completion period considering their capacity to replace conductor/mech stre. with minimum outages. Contractor has to complete above work as mentioned above . No Mobilization charge will be given to contractor for cancellation of outage or start of work.

12. **The above work is to be carried strictly as per instruction of Engineer In charge**.

13. **Above work to be carried out on in cold line condition replacement work under progress nearby lines should be in charging condition. Proper safety must be taken by contractor.**

14. ***NEW FRESH MATERIAL WILL ONLY BE ISSUED TO CONTRACTOR AFTER SUBMISSION OF BOTH THE BANK GUARANTEES, I.E. [1] THE CONTRACTOR PERFORMANCE GUARANTEE & [2]OLM UPFRONT VALUE BANK GUARANTEE.***

11. New material will be issued to contractor from any store and Old material to be stored by contractor at HIS STORE AT HIS risk and cost. GETCO is not responsible for any damage, theft, missing of replaced old line material.

12. The contractor has to arrange for minor fabrication (if required) at free of cost & follow all labour laws. IE rules, safety rules,insurance rules, GETCO rules at his risk & cost.

13. The contractor should immediately notify and obstruction or hindrance from local villages or the local authorities in the prosecution 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.

14. It will be the contractor's sole responsibility to take the materials up to the locations required. Any path way, temporary road or 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 roads.
15. The Contractor has to deviate full men power / gangs from his routine work to site for completion of above work in stipulated time or outage. This includes mobilization and odd hours working of their labor for cancellation of outage or start of work.
16. Contractor will have to deploy adequate resource so as to complete the workwithin stipulated time limit fixed by this office.
17. All the responsibility for stacking, stocking & preservation of material pertains to the contractor, incase of theft or loss of material recovery shall be done as per GETCO norms.
18. All safety rules are to be strictly followed by the contractor.
19. In case of accidents to the persons engaged by the contractor, GETCO will not be responsible for any claim/ compensation.
20. On completion of the work all surplus new SRI and old removed porcelain insulator shall be returned by the contractor to the nearest respective stores of the GETCO as per the instructions of the Engineer-in-charge of the works at no extra cost to the GETCO.
21. The contractor shall submit the complete material account immediately after the works is completed and in case not late than one month of completion and Handing over of the line.
22. **Site work register to be maintain strictly duly sign by your supervisor & EIC .Daily progress report to be submitted to concern Executive Engineer /undersign. Also contractor has to deploy permanent skilled site supervisor having enough experience and knowledge as per scope of work with enough standard / calibrated tools & tackles with enough required manpower as per site requirement/as per EIC.**

23. MATERIALS HANDLING AND STORAGE

27.1 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.

27.2 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.

27.3 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.

27.4 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 actual location at the appropriate time so as to avoid damage of such equipment at Site.

27.5 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.

27.6 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.

27.7 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.

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

27.9 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.

27.10 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 Contractor shall strictly comply.

24. CONSTRUCTION MANAGEMENT

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.

H" FRAME STRUCTURES:-

1. GENERAL DETAILS OF ERECTION:

A COMPENSATION AGAINST DAMAGED CROP ETC :-

1.1 The GETCO will secure all rights or way leaves for the work. The permission for falling trees which would obstruct the erection of line or for cutting the trees in order to obtain requisite clearance from the ground to conductors shall be obtain by the GETCO. Trees falling within strips of 6.0 mtr. i.e. 3.0 mtr. on either side of the wire shall have to be cut and cleared by the contractors at his own cost. Clearance where ever necessary shall be arrange by the GETCO.

1.2 The GETCO will arrange to pay compensation to owners for damage to trees, fences, crops and any other properties required for erection work except the damages caused due to the negligence of the contractor or his staff. The compensation for the damage due to contractor's negligence shall have to be paid by the contractor.

B FIXING OF LOCATIONS :-The poles, guys and earthing position will be located by the department before commencement of erection work. The Contractor will be shown the type of support to be erected at each pole position on joint detailed survey. The route map attached is a proposed and likely to change a little at the time of actual peg marking. The GETCO will arrange surveyor for survey only if not mentioned in schedule-B. Other labour required are to be provided by the contractor.

C PRECAUTION FOR ERECTION :- Structures and guys must not be set along the angle of cuts of embankment where soil is liable to be washed out unless special precaution is taken to ensure the durable foundation. If it is found that any structure set along the edge of cuts and embankment the same will have to re-erect by the contractor. Ground level shall maintain between any two locations as

per instruction without any extra cost. Where ever high ground level shall come between any two locations and at the time of stringing, it is felt that the specified clearance as per prevailing rules not be achieved the contractor shall have to cut that much of ground as per the instruction of Engineer-in-charge.

D RATES: -Before tendering rates for the works the contractor must examine the route of the line, the condition of terrain of land and the strata of land. Also rates quoted by him for each item the rate should be reasonable and proportions to tender. In case the tender has quoted very exaggerated of work the tender will be rejected. Also the contractor should read the term and conditions and specifications for this work very carefully and include the cost of materials to be supplied by him in the unit rate of the corresponding item of work.

2. **ERECTION OF STRUCTURE*:-*** The excavation of pits shall be of size 2`x 2`x 7`(600 x 600 x 2100mm) where the condition of soil is normal and size of the pits should be 2`x 2`x 7 ½` (600 x 600 x 2500mm) where very soft soil is encountered and in this case bottom 6" (150mm) shall be first concreted (Ratio 1:3:6 / M-15) and well settled before the structure is erected only if so directed by Engineer in charge of work. The concrete otta of size 0.4 x 0.4 x 0.3 Mtr. shall be provided and it shall be slopping towards all sides as per instruction of Engineer in charge.
If size of pits are increased more then the given specification no extra payments shall be paid to the contractor. Due to this the extra concreting will have to be done at the cost of contractor. The excavation in HR / SR for any items shall be paid extra.

Back filling on the structures shall be done after fixing of earth wire so that wire may not remain out and with mixture of murrum and field metal for back filling the excavated stuff can be used if it is found suitable for doing so and it is not of very soft nature. The consolidated back filling materials, should be well wetted and rammed and packed tight. Any sub sequent sinking of the soil or any fitting of the structure will have to be attended by the contractor free of cost and to the satisfaction of the concern Deputy Engineer / Executive Engineer.

When very hard rock is encountered the depth of the excavation shall be 6` (1800mm) or shall be reduced by more with written permission of Executive Engineer, where as resulting in tapering excavation, but in no case the bottom of the pit should be less than 1` x 1` (300 x 300 mm).

All the structures and metal parts will be given one coat of red oxide paint before erection and two coats of Asian / Burgor / Nerolac make Silver Aluminum after erection including supply of paint. Lowest portion of about 7` (2100 mm) shall be painted with two coats of good quality of black bituminous anti-corrosive

paint. After complete drying of the red oxide coat, the coat of silver paint will be applied as a final coat before applying any paint, all steel members are to be completely cleaned with wire brush or rust remover, if initial coat of primer is not given to the issued items. The paint should be get approved before supplied for change if any.

Only girders will be issued at one end of the line. The work under the item (erection of structure) includes transportation of structures with all accessories from the specified center to the work site, lifting of the all members, excavation in all sort of soil, erection, painting, painting, numbering, fitting of anti-climbing device, danger boards, muffing etc. The NP, DP, and ACD are to be supplied by the contractor. Rates for concreting of structure shall be paid extra.

A first coat of primer (Red oxide) is to be applied (after wire brushing the surface) before erection of D.P. structure.

3. ***ERECTION OF GUY SETS: -*** Pits of 2` x 2` x 5` (600 x 600 x 1500 mm) are to be dug and the guy anchor rod will have to be concrete completely or partially as per instructions. Rates for concreting shall be paid extra. Items of work includes transportation of materials to site, excavation in all sorts of soils, fixing of guy wire, binding and tensioning of guy wire, painting of guy set and clamps.

4. ***EARTHING: -*** The arrangement shall be of pipe or counter poise type as per specification and drawing. The work of earthig must be carried out as per drawing. Necessary earthing materials like pipe,GI flat 50 X 6 mm , coke, salt etc. will have to be supplied by the contractor. Suitable holes will be provided in the girder and shall be connected to earthing.

5. ***STRINGING:-*** Stringing of 3 Nos. of ACSR / AAAC conductor (PANTHER) with hoisting of necessary insulators as per pole schedule, jumpering, binding, jointing, providing armour rods etc. complete should be done. The rate should be quoted per route Km. Care must be taken in handling the conductor to protect against scratches. Conductor must not be drawn over rough or rocky ground, as it is likely to get damaged. Conductor must be drawn over ground rollers and pulley only. It is important that the conductor be pulled to the proper tension. The conductor will have to carry out the stringing of conductor using sag board as per instruction of Engineer in charge to keep uniformity of sag and required clearance. All points wherever necessary will have to be done by the contractor as per instruction of Engineer in charger. Vibration Damper and bird guards are to be fixed wherever indicated by the Executive Engineer. The joints shall be compression type. The portion of the conductor to be joined will be thoroughly cleaned and shall be coated with special anti-corrosive or anti oxide compound.

   The sleeves should be adequately pressed for joints shall be reduced to the minimum on the whole length of the line. At straight joint jumper shall be connected by parallel groove clamps, inside of which shall be cleaned and coated with anti corrosive compound.

   On crossing of truck road and railways, double making dead end and mid span jointing wherever required. The compressor machine is to be arranged by contractor.

   The details of conductor and other stringing material issued should be maintained in site register.

6. ***CONCRETING:-***All Structures are to be fully concreted, and the pit should be dug in a such a way that concrete should have a direct bond to the structure and each cement concrete will be in the ratio of M15. The cement bags shall have to be used for 6.5 bag / cmt. of concrete.

   If needed the contractor shall bind to show to the Executive Engineer or Superintending Engineer, the concrete portion of 1' support of guy for every 50 No such supports of guys after excavation earth all around. The contractor will be intimated in writing three days in advance for such inspection, if required
   to be done in case of any eventuality will be done free of charge by the contractor.

   The sand should be cleaned, gritty and composed of hard siliceous grains. It should be free from clay and other organic materials. If there is any trace of earthing metal in the sand the same must be washed for this purpose and should be got approved from the Executive Engineer.

   Aggregate crusher metal should be of sound, hard and durable stone to pass through a net ½" to ¾". As far as possible all metal should be perfectly cleaned, washed and free of sulfur. All concrete should be mixed on a water tight platform. The work when finished, it must be kept wet continuously for a period

of 10 days. Muffing of 0.4mm dia x 0.3mtr. height by M15 cement concrete should be carried out per each leg of `H` frame structure as per instruction of Engineer in charge by providing form box of 0.4mm dia x 0.3 mtr. height.

6.1 SPECIAL CONDITION FOR USE OF CEMENT IN WORK:-

1. The rate in Schedule "B" is inclusive of Cement Cost. Contractor has to purchase fresh 43 grade cement confirming to as per IS-8112 and of approved brand by GETCO.

2. Contractor has to construct "Pucca Godown" at site of the work so that Cement bags can be properly preserved to avoid damage due to any kind of Water.

3. The contractor shall have to procured cement by purchasing 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 GETCO's supervisor and engineer in charge of work. The account is required to be maintain and submitted with each RA 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 at his own cost from the authorized dealer approved by the GETCO. No wastages towards cement is permitted.

4. Cement should give the required strength of cement concrete.

5. To bring sufficient and timely cement at site is full responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of work and to complete the work in Schedule time.

6. Contractor has to submit material A/c for consumption of cement used with every bill. In case of not submitting the same, bill will not be passed. Contractor has to submit the copy of cement purchase Bill along with each RA Bill/ Final Bill.

7. No negative variation will be allowed for consumption in cement then prescribed as per Booklet of Technical Specification of GETCO/Mix Design and nothing will be paid extra for over consumption.
8. Contractor is fully responsible for safety of cement at site, nothing will be paid extra on account of safety.
9. If GETCO's authorized representative wants to check cement stock at site, contractor has to allow for the same at any time.
10. Contractor has to maintain day-to-day cement consumption/balance at site.
11. 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 accordance No.(01) will be allowed by Engineer-in-Charge.
12. Minimum cement Consumption considered for cement concrete:-
    M15 – 6.5 Bags per CMT
    M20 – 8.2 Bags per CMT
    (Cement concrete shall be done as per M15 instead of 1:3:6 & M20 instead of 1:2:4)
13. Contractor will be allowed to carry out work only after Physical Verification of cement brought at site.
14. The tor Steel bards required for RCC type foundation shall be procured by the contractor in advance to avoid delay in the work.

15. No wastage is permitted for reinforcement steel and as reinforcement steel is to be procured by the contractor at his own cost. NO over lapping of RCC is permitted in foundation work.
16. GETCO 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
17. be binding to the contractor closer /shortage of approved brand, cement of other brand in accordance of condition No.(01) will be allowed by Engineer-in-Charge.
18. The Cement and Steel of the fallowing companies/suppliers who are manufacturing for supplying are to be provided by contractor.

Sr. No.	Name of Manufacturer of Cement	Name of Manufacturer/supplier of structural steel/coils/bars/etc.
1	Narmada Cement Company Ltd.	Steel Authority of India.
2	Gujarat Ambuja Cement Co. Ltd.	Tata Iron & Steel Co. Ltd.
3	Saurashtra Cement	Jindal
4	Siddhi Cement	Lloyds
5	J.K. Cement	Essar Steel Ltd.
6	L & T Cement (Ultratech)	Ispat
7	ShriDigvihaya Cement Co. Ltd.	Bhawalka Steel Industries Ltd. Mumbai.
8	Binani Cement	Sun Vijay Rolling and Engineer, Nagpur.
9	Vikram Cement	ShriBajranga Alloys Ltd. Raipur.
10	Sanghi Cement	Unique Structres and Towers Ltd. Raipur.
11	Hi bond Cement	Shah Alloys Ltd. Ahmedabad.
12		Gallant metal
13		VarsanaIspat
14		Nilkanth steel

7. CUTTING OF STEEL SECTION AND DRILLING OF HOLES :-

In case during execution of work , steel poles or steel sections are required to be put hole to be drilled or rammed according to the requirement in size, the contractor shall be asked to do the work and the extra shall be paid for the same. The rates for each cuts or holes or ramming of holes shall be quoted separately and contractor shall have to take the prior written approval of the Engineer in charge for the job.

COMMERCIAL TERMS AND CONDITIONS FOR DISMENTALLING AND RESTRINGING WORK:

1.0 SCOPE:

1.1 The work covered under this section consist of

i) Preparation of Sag tension charts and its approval from GETCO. Necessary details of spans and pole schedule of the transmission lines shall be handed over to the successful bidder from concern field office for preparation of sag tension chart.

ii) Taking delivery of line material from the GETCO, checking them, transporting to contractor's stores and keeping in safe custody,

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

iv) Distribution of all materials to erection site.

v) Strengthening of tower cross arms if required by fabricating and galvanizing of members and fixing it with required size and numbers of bolts, nuts at no extra cost to the Company.

vi) Removal / dismantling of old line material such as conductors, earth wire, insulators, hard wares conductor and earth wire accessories etc. Transporting the same to the Contractor's stores, clearing of work site and disposal of such dismantled material at no extra cost to the GETCO.

vii) Payment of old line material cost to the GETCO.

viii) Payment of compensation for tree cutting, crop damage, clearance of way leaves, removal of obstructions, hindrances etc. by the successful Bidder.

ix) Providing and fixing of Number plates, Danger Plates, Phase plates and Circuit Identification Plates for (D/C lines) to existing towers as per the given drawings appended with the specification.

x) Insulator hoisting, stringing of conductor / earth wire with providing jumpers etc. up to sub-station gantries at both ends and making LILO arrangement with one circuit in live conditions where ever applicable.

xi) Maintaining of joint record of following activities: a) Paving of drum numbers from location to location for ACSR conductor and earth wire. b) Compression results before and after dead end joints & Mid span joints for conductor & earth wire including jumper cones. c) Critical ground clearances.

xii)

1.2 The successful contractor shall carry out all addition / alteration required to complete the line for commissioning at the same rates quoted in the offer for respective item. However, no items be executed for which prices are not covered in price schedule before specific approval of CE (Project).

The GETCO will supply insulators, Conductor & earth wire hardware's, accessories, conductor, earth wire, etc. required for stringing of transmission line.

Guarantee of all the activities carried out from (i) to (xi) above for satisfactory operation & performance of the line.

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

1.5 All the tools required during completion 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 tools.

1.6 Quantities of various activities are to be executed by the contractor at the rates accepted by the GETCO in the A/T. In case of any deviation in length of line, 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.

1.7 The work beyond contractual ceiling amount shall be done only after Approval from the GETCO.

Additional terms & Conditions

1. The erection work should be carried out according to the specification and as per instructions and programmed laid out by the Engineer-in-charge of the work.
2. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.
3. The tender includes all minor accessories and items of work which are not have been specifically mentioned in the specification schedule etc. but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.
4. The contractor has to remain in close day to day contact with Engineer in charge of work who will issue detailed instruction for the commencement of the work.
5. On finalization of outage contractor will be informed 01 day in advance for taking up the work.
6. On taking up the work according to outage schedule, if it will be changed according to prevailing situation of power supply, contractor have to carry out the work as per revised schedule and nothing will be paid extra for the same.
7. For availing outage on the line, contractor have to depute their authorized representative approved by engineer in charge.
8. The work permit will be issued for particular period and if contractor have fail to return in time then it will be viewed seriously and any financial loss will be thereof, it will be recovered from contractor.
9. **Any safety precaution regarding required before taking up the work on the line has to be arranged by contractor i.e. earthing on either side of locations, safety belt, helmets etc. as per safety clause & contractor shall follow all the safety rules of GETCO.**
10. **All the safety regarding human life and as per I.E. rules is to be observed by contractor and regarding any violation of these GETCO will not take any responsibility.**
11. If required by GETCO you shall have to provide free to and fro traveling facility to our Engineer or Technical staff for the work.
12. **After completion replacement work, engineer in charge or GETCO's responsible person will be inspect the work and if any defect will be found then same is to be attended up to satisfaction of engineer in charge/GETCO's responsible person at contractor's cost and risk.**
13. The GETCO will not be liable for the infringement of rules described under work man compensation due to injuries and accident to the work man etc. contractors have to observe and comply with various provisions under above Act etc.
14. Contractor has to work as per line allotted by EIC, if any work will be carried out outside the scope of instruction, the contractor is responsible for the risk and cost of un-instructed work and GETCO will not pay any additional charges or take any responsibility for that work.
15. Contractor shall have to engaged qualified and experienced supervisor having necessary electrical license for supervision and capable in managing work.
16. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
17. The contractor will have to complete entire job as per directive and instruction of Engineer in charge. If he fails to do so entire work will be carried out at contractor's risk and cost.
18. After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.
19. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
20. The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in charge.

21. For shortages or damages of any materials issued by the GETCO for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges.
22. The contractor has to carry out all the works in accordance with revised and latest provision under I.E. Rules Act made there under and as per instruction of Engineer in charge.
23. All the materials issued by GETCO shall be transported to the work site on same day and to be preserved in safe custody failing to which GETCO shall initiate Police actions. Similarly as per instruction of Engineer in charge, you have to credit the material at GETCO store without any loss of time failing to which GETCO shall initiate Police action.
24. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
25. The compliances of all Central/ State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.
26. The contractor has to submit the list of tools, tackles, equipments with him along with his tender offer. The tender without this list and other required documents (as mentioned above herein the tender) should be rejected out rightly.

DISTRIBUTION OF MATERIALS :

3.1.1 The contractor has to take delivery of materials/lines materials from the GETCO's store Anywhere under GETCO and transport it to the respective tower erection sites and will be responsible for any damages to or loss of all materials at any stage during the Transportation or erection. The materials that will be issued by the GETCO will be in ' AS IS WHERE IS' conditions at the store

3.1.2 centre of the GETCO in the area during working hours days. All the materials received by the contractor shall be got insured for storages and erection risk by the contractor at his own cost. An indemnity Bond/Bonds have to be issued by the contractor for the materials take over by him for erection.

3.1.2 On completion of the work all surplus tower and line materials shall be returned by the contractor to the nearest respective stores of the GETCO as per the instructions of the Engineer-in-charge of the works at no extra cost to the GETCO.

3.1.3 The contractor shall submit the complete material account immediately after the works is completed and in case not late than one month of completion and Handing over of the line.

7.5 STRINGING OF CONDUCTOR AND GROUND WIRE: Stringing of conductor with hoisting of necessary insulators as per pole schedule, jumpering, binding, jointing, providing armour rods etc. complete should be done. The rate should be quoted per route Km. Care must be taken in handling the conductor to protect against scratches. Conductor must not be drawn over rough or rocky ground, as it is likely to get damaged. Conductor must be drawn over ground rollers and pulley only. It is important that the conductor be pulled to the proper tension. The conductor will have to carry out the stringing of conductor using sag board as per instruction of Engineer in charge to keep uniformity of sag and required clearance. All points wherever necessary will have to be done by the contractor as per instruction of Engineer in charge. Vibration Damper and bird guards are to be fixed wherever indicated by the Executive Engineer. The joints shall be compression type. The portion of the conductor to be joined will be thoroughly cleaned and shall be coated with special anti-corrosive or anti oxide compound.

7.5.1 The sleeves should be adequately pressed for joints shall be reduced to the minimum on the whole length of the line. At straight joint jumper shall be connected by parallel groove clamps, inside of which shall be cleaned and coated with anti corrosive compound.

7.5.2 On crossing of truck road and railways, double making dead end and mid span jointing wherever required.

7.5.3 The compressor machine is to be arranged by contractor.

7.5.4 The details of conductor and other stringing material issued should be maintained in site register.

7.5.5 Before commencing of stringing work, contractor must obtain sag tension charts (these shall be supplied by the GETCO) showing initial and final sags and tensions for various temperature and spans.

7.5.6 The stringing work should be carried with the help of tensioner and puller machine or Manual.

7.5.7 The contractor shall be responsible and will take care of proper handling of drums from stores to site, sufficient numbers of aluminum sketch blocks shall be used for laying out the A.C.S.R. Conductors. Necessary precautions shall be taken to avoid conductor rubbing on the ground by providing adequate ground rollers on supports. Additional rollers shall also be provided to cross thorny hedges, forcing and other obstructions to avoid scratching of conductors. The conductor and ground wire shall be made to sag correctly as per stringing charts before they are finally transferred to the hard ware's for conductors and to clamps for ground wire, No joints should be made at less than 30 meters from the tower and that

no joint shall be permitted in Railway., River & Road crossing spans. There shall not be more than one joint in a span of each conductor. All conductors shall be stressed to their maximum working load at the time of stringing.

The minimum clearance between the lowest point of conductor and ground shall not be than those indicated in section-II of this specifications. All compression joints should be carefully made and a record of initial and final length of the joints, jointly signed by contractor's and GETCO's representatives should be maintained. Dynamometer shall be used in tensioning the conductors, 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. An extra sag if 150mm should be allowed at all important tension points like Railway and River crossing.

7.5.8 After 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 in on the stringing sheaves before sagging in, it shall be ensured that the conductors/ground wire is not damaged to wind, vibration vehicles or other causes.

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

7.5.10 Conductor shall be clamped within 24 hours of sagging in. The sag will be checked the first and last span of the section in case of sections up to eight spans and in one intermediate open also for section with more than eight spans.

7.5.11 The stinging sheaves, when suspended on the transmission structure for sagging, shall be so adjusted that the conductor will be on the sheaves at the same height as the suspension clamp to which it is secured.

7.5.12 All the line conductors shall be terminated at sub-station structures whose details shall be furnished by the GETCO, at the appropriate times, The contractor shall fix strain insulators on the sub-station structures.

7.5.13 Rods and Vibration Dampers shall be fitted at each suspension towers before final clamping of conductor with insulator string. Vibration damper 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.

7.5.14 Stringing work includes the hoisting insulators, fixing hardware, lifting amour rods, and vibration dampers, making joints, repair slave etc. All stringing tools and hydraulic compressor machine should be arranged by the contractor.

7.5.15 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 shut down is arranged and required to be extended on account of Bidder shall be recoverable from the Bidder.

7.5.16 The stringing of the ground wire shall be done in accordance with the stringing charts approved by the GETCO. The ground wire of galvanized steel 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.

7.5.17 Proper guys shall be provided to counter balance the paying out tension of conductor/ground wire at the tension locations, to avoid damage to towers and/or accident.

8.6 **CUTTING OF STEEL SECTION AND DRILLING OF HOLES:-** In case during execution of work , steel poles or steel sections are required to be put hole to be drilled or rammed according to the requirement in size, the contractor shall be asked to do the work and the extra shall be paid for the same. The rates for each cuts or holes or ramming of holes shall be quoted separately and contractor shall have to take the prior written approval of the Engineer in charge for the job.

COMMERCIAL TERMS AND CONDITIONS FOR PAYMENT OF COST OF OLD LINE MATERIAL:

2.1 SCOPE:

2.1.1 The work covers under this section consist of payment of old line material cost to the GETCO.

2.1.2 The payment of EMD along with tender by RTGS/NEFT or Demand Draft/Banker's cheque.

2.1.3 Collection of old line material on " As is where is " basis after dismantling from existing line. No complaint will be entertained in respect of quantity.

2. 2 EARNEST MONEY DEPOSITE (EMD) : Ref. Cl. 3.0 of PART – I (C) (SCC)

2.2.1 Bidders have to pay EMD **1% labour work + 2% of the value of payment of cost of old line materials** of lot/ lots quoted along with the tender by one option :on line payment RTGS/NEFT only

2.2.2 The tender not accompanied by EMD will not be considered and will be ignored and out rightly rejected.

2.2.3 If the bidder fails to accept// or fails to fulfill the conditions of tender, the Board will forfeit the amount of EMD.

2.2.4 The EMD so paid will be refunded to the Bidder on submission of original receipt of EMD paid together with advance stamp receipt to SE (TR), if the GETCO does not accept their offer, and the contract is awarded to any other bidder.

2.2.5 No interest will be allowed on amount of EMD paid.

2.2.6 In case of successful bidder, the EMD paid will be released after payment of Security Deposit as per LOI issued by GETCO to the successful bidder in all respect and to the full satisfaction of Engineer in charge and **SE AM Anjar**

2.2.7 In case of successful bidder fails to honor / execute the order for any reasons, the Security Deposit paid will stand forfeited to the board and the work shall be executed and old line material shall be disposed off at the risk and cost of the contractor and the loss/damages, if any, that may incurred by the GETCO on this account will be recovered from the defaulter contractor.

2.3 DAMAGES TO THE BOARD'S PROPERTY:

2.3.1 The successful bidder shall compensate the Board for the damages caused to the Board's property or property / crop of the farmers while dismantling / removing of old line material from the work/erection site.

2.4 PAYMENT OF COST OF OLD LINE MATERIAL

2.4.1 ***In no case, the fresh line material for replacement shall be issued to the contractor prior to THE SUBMISSION OF OLM AMOUNT BANK GUARANTEE AS PER TENDER TERMS & CONDITIONS. THE AMOUNT OF BANK GUARANTEE FOR OLM SHALL BE MENTIONED IN THE LOI (LETTER OF INTENT).IF WORK DELAYED DUE TO ANY CONDITION, THE BANK GUARANTEE SHALL BE EXTENDED CONSIDERING THE CLARANCE PERIOD OF THAT DELAYED REASON, AND THAT***

EXTENSION PERIOD SHALL JOINTLY DECIDED BY THE TENDERING AUTHORITIES IN CONCURRANCE WITH ACCOUNTS DEPARTMENT OF THAT SECTION. CONTRACTOR IS BOUND TO EXTEND THE BANK GUARANTEE TILL COMPLETION OF THE PERIOD.

2.4.2 Wherever, for the particular line, insulators or conductor or earth wire are not required to be replaced, the successful contractor shall be allowed to pay the cost of line material except cost of old insulator or conductor or earth wire as the case may be.

2.4.3 The break up of per circuit KM cost (Rs. in Lacs) of the old line material excluding GST i.e. for conductor (Deer/Moose, Zebra, Panther, Dog), Hard ware, insulators, hard-wares and accessories for conductor and earth wire i.e. GI scrap as dealer's goods is given in table.

2.4.4 Per KM cost indicated in table-1 are Including of GST tax payable by the successful bidder as applicable from time to time on the material like ACSR conductor, GI Scrap /MS scrap, insulatorsetc and the final per KM cost of old line material be remitted/paid by the Bidder shall stand increased to the extent of GST tax component.

2.4.5 ***THE OLM AMOUNT WILL BE CHARGED PROPORTIONATE TO THE WORK DONE ON LINE AND IRRESPECTIVE OF THE WEIGHMENT OF BUY-BACK MATERIAL TAKEN BY CONTRACTOR. IN EACH R.A.BILL/FINAL BILL, THE PROPORTIONATE AMOUNT OF WORK DONE WILL BE PAYABLE TO THE CONTRACTOR IRRESPECTIVE OF THE WEIGHMENT OF BUY-BACK MATERIAL TAKEN BY CONTRACTOR FROM THE SITE.***

- ***Practice of Payment on the basis of weighment of the dismantled material is to be stopped.***

REMOVAL/DISMENTALLING OF OLD LINE MATERIAL :

Before commencing the stringing work conductors, insulators, hard ware's and conductor/earth wire accessories of old line shall be removed from the existing tower.

Necessary tools and tackles shall be used for the safety of the erection crew as the work is to be carried out during work execution.

Necessary precautions shall be taken by way of providing guys, rollers, etc for safety of towers and work shall be executed in such a way not causing any damage to tower cross arms or tower body or tower foundations

Any damage that may occur to existing tower during stringing / dismantling work shall have to be made good by the contractor at no extra cost to the Board, including supply of towers or part thereof, their foundations including excavation, erection, earthing etc. required for safety and satisfactory performance of the line. All such activities are to be carried out at no extra cost to the GETCO and in a schedule completion period. No extension in completion period shall be allowed on such account.

OLD LINE MATERIALS: (TABLE - 1)

a)	Voltage	66 KV
b)	Working Condition	COLD LINE
c)	Support	H-frame
1	Size of Conductor	Dog / Panther
2	H / W & Accessories	As available on existing Transmission lines.

Note:

1. Scrap rate considered as per Circular No. CE(CS)/EE(CEG)/Scrap rates/26-27 esarkar letter no. GETCO/1211/04/2026 Dt 20.4.26
   G.I. / M S scrap, Structure Scrap & Hardware scrap : Rs. 32631.59 per MT

2. For G.I. / M S scrap, Structure Scrap & Hardware scrap amount calculated considering certain fix parameters (assumptions) and not on exact calculation.
   GST or any other taxes applicable extra as per government norms and to be borne by bidder

Revised Buy-back Policy for Disposal of Old Line Material:

1. ***Kick-off meeting will be done with agency representative before starting of line work. Joint inspection & MOM must be done with all the contingencies recorded before commencement of work. Commencement letter will be given when contractor actually start the work. If contractor do not start the work after A Week time of kick off meeting, notice should be issued and then after every week upto 5 notices. Then GETCO has all the right to cancel the order and carry out work by other agency on the risk and cost of defaulter agency and contractor is bound to accept the same.***
2. ***The contractor should submit the awarded buy-back cost (i.e. upfront amount) in form of the Bank Guarantee The Bank Guarantee tenure will be minimum one year and will be revised by the bidder as per the requirement/DD, before/on the date of commencement. Then after each lot/total work, the dismantled material OLM cost is to be deducted from his R.A.Bill/Final Bill as explained in detail IN OLM-SOP Points. After completion of the total work & submission of total OLM amount to GETCO, OLM Bank Guarantee will be released.***
3. ***The OLM amount will be charged proportionate to the work done on line and irrespective of the weighment of Buy-back material taken by contractor. In each R.A.Bill/Final Bill, the proportionate amount of work done will be payable to the contractor irrespective of the weighment of Buy-back material taken by contractor from the site.***
   - ***Practice of Payment on the basis of weighment of the dismantled material is to be stopped with new tender.***
4. ***As the Scrap rates will be revised or decided time to time, the changes in % OLM contingency will also be revised after combining the current commodity prices and revised scrap rates and that will be proposed to the OLM committee to revise the Total contingency % if changed or decided time to time, and if there is no change in % then the same will be prevailing again till the next revision.***
5. ***36% OLM contingency prices should be deducted from the total cost value of estimated OLM tender price is to be applied in this tender.***

INTEGRITY PACT

Date:

OUR ENDEAVOUR

To create an 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 and the nation.

	GETCO'S COMMITMENT		**PARTY'S COMMITMENT**
o	To maintain the highest ethical standards in Business and professions.	o	Not to bring pressure recommendations From outside GETCO to influence its
o o	Ensure maximum transparency to the satisfaction of stakeholders. Ensure to fulfill the terms of agreement/contract and to	o o	Not to use intimidation, threat, inducement or pressure of any kind on GETCO OR ANY OF it's employees under any circumstances
o o	Ensure regular and timely release of payments on due dates for work done. Ensure that no improper demand is made by employees or by anyone on our behalf.	o o	To provide goods and / or services timely as per agreed quality and specifications at minimum cost to GETCO. Abide by the general discipline to be Maintained in our dealings.
o o	To give maximum possible assistance to all the Vendors/ Suppliers/ Sevice Provider and other to enable them to complete the contract in time To provide all information to suppliers /contractors relating to contract /	o o	To be true and honest in furnishing information. Not to divulge any information, business details available during the course of business relationship to others without the written consent to GETCO.
o	Ensure minimum hurdles to vendors / suppliers / contractors in completion of	o	Not to enter into carter / syndicate /understanding whether formal / non formal

_____
Seal & Signature
(GETCO's Authorized Signatory)
Name :
Designation:

_____
Seal & Signature
(Party's Authorized Person)
Name :
Designation:

CA Certificate

To,
EE / SE
GETCO,
(Location Address)

Sub.: CA Certificate for payment of GST and uploading of the invoice details on GSTN portal

This is to certify that M/s (Name of the Party and Address) have completed the work / supply of (Nature of Work) against (Work Order No. and date). It is further certified that the GST charged on the bills of the said work order are paid to Government and accurate & correct details of such invoices are also uploaded on the GSTN portal within the stipulated time. It is further certified that GST charged from GETCO has neither been refunded nor is refund claim pending with GST Department.

Name of Firm
Name of CA
Designation
M No.
Firm Registration No.

UNDERTAKING
(ON LETTERHEAD OF COMPANY/FIRM)

To,
EE / SE
GETCO,
(Location Address)

Sub.: (Nature of Work with Order No. of GETCO) -- Submission of Undertaking thereof

I/we hereby undertake that if GST Charged on the invoices of the above stated order is not paid/ short paid to government or if I/we fail to upload the details or uploads inaccurate particulars on GSTN portal within the stipulated time limit, GETCO shall have the right to recover the amount of GST along with penal interest at the rate of 15 % p.a.

I/we, hereby undertake that in the event of any refund of GST either full or part if received by me/us in future in respect of the goods and/or services for the above state order, I/we shall pass on the same to GETCO without any formal claim to that effect from GETCO.

Thanking You,

Name of the Supplier / Contractor
Name, Signature of the Authorised Signatory

Date:
Place:

Letter Head of party

(This Performa should be submitted by party **on letter Pad** along with Tech. Bid for RTGS)

Ignore if already submitted to concern office

To,
The Superintending Engineer(Tr.),
GETCO, Transmission Circle,
Old power house, Station Plot,
Anjar

Sub:- Submission of detail regarding payments of our bills through RTGS/NEFT.

Dear Sir,

Reference to subject cited above, the details of our Bank Account for payment of ours bills through RTGS/NEFT are as under.

Sr. No.	Particulars	
1	Name of Party / Firm	
2	Name of Bank	
3	Account Number	
4	Type of Account	
5	Branch name & Address	
6	Contact No. of Branch	
7	IFSC No.	
8	e-mail ID & cancelled Cheque**(Original)**	

You are requested to do payment of bills through RTGS / NEFT.

Yours Faithfully,

(Name & Seal of Bidder

Annexure - B

ON STAMP PAPER OF Rs. 300 (Duly Notarized)

(TO BE OBTAINED EACH CONTRACTWISE YEARWISE)

Date:

Addl. Chief Engineer (Proc.)/Superintending Engineer/Executive Engineer
Corporate Office/ Circle Office / Division Office

Respected Sir,

I, _____ (Name of the Authorized Signatory) aged _____ about_____ years, in my capacity as_____(Designation)_____of M/S._____(Name of the Seller with address) having PAN_____ (10 Digits) do hereby state that GETCO has awarded the order of _____ (Description of Supply Order EPC order)_____ having _____ (Order No and Date)_____ and we hereby declare that we, M/S_____ have aggregate annual turnover of more than / less than (Strike out whichever is not applicable) Rs. 50.0 Crores in the current financial year and the provisions of e-invoicing under GST Acts are applicable/Not-applicable to M/s _____.

We hereby undertake to comply with all the applicable provisions of e-invoicing under GST Acts and indemnify GETCO for any financial / non-financial loss that GETCO may suffer due to non-compliance of e-invoicing provisions under GST Acts and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to GETCO within the prescribed time limit. (Strike Out if not applicable)

For,

(Name of Authorised Signatory)

Designation:

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BYTHE SEPRESENTS that we, By this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of 2021.I/We Having Registered Office (here in after called "THE CONTRACTOR" which expression shall mean and includes my/our heirs, executors, administrators and legal representatives, successors and permitted assigns)do hereby binds myself/ ourselves and also our company/firms after having the power to bind by this promise and undertaking in favour of the Gujarat Energy Transmission Corporation Limited (GETCO), **Anjar** State Transmission Utility under The ElectricityAct,2003 having its registered office at Sardar Patel VidyutBhavan, Racecourse, Vadodara.(here in after called as GETCO, which expression shall mean and include its legal representative, administrators as signs)has agreed under the terms and conditions of the contract no. Dated made between and_____ for the contract of the value of Rs ____ interalia on Production of Safety cum Indemnity Bond.

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

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

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

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

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

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

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

a. That the CONTRACTOR undertakes /undertake to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the. CONTRACTOR.
b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within themeaning 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 to1Lac	Rs.5000/- plus **APPLICABLE TAXES (IF ANY)** as applicable
2	Above1Lac to 10Lacs	Rs.25000/-plus **APPLICABLE TAXES (IF ANY)** as applicable
3	10 to 100 Lacs	Rs.100,000/- plus **APPLICABLE TAXES (IF**
4	>100Lacs	1.0%of contract value plus **APPLICABLE TAXES (IF ANY)** as

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

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

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

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

INDEMNITY BOND

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

INDEMINITY BONDKNOW ALL MEN BY THESE PRESENTS that we, Messer's _____

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

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

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

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

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

THE WITNESS WHERE OF: We the

Said M/S _____

(Signature of contractor)

(Seal of Firm)

Here to signed at _____

this day _____

In the presence of

1. _____ Name _____
_____address _____ (Signature)

2. _____Name _____
_____address _____ (Signature)

PROFORMA FOR CONTRACT AGREEMENT

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

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

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

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

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

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

3. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order No. _____.
The contract value, extent of supply & erection works, delivery dates , specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

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

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

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

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

_____

Address: _____

_____

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

i) _____ (Signature)

_____

_____

ii) _____ (Signature)

_____

_____

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

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

In the presence of name, Full address and Signature:

(1)_____

_____

(2)_____

_____

Format for Letter of Acceptance

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

Ref. No. Date :

To,
Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd
Circle Office, Bhuj Road
Anjar – Kutch - 370110

Sub: **Latter of acceptance of LOI**

Ref: AT/LOI No: _____, dated _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the **Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount** We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,

Yours faithfully,

for _____

(Authorized Signature)
Designation _____
(Official Stamp)

(ON STAMP PAPER OF RS. 300/-)

To,
The Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd,
Circle office,
Anjar.

BG. No.
Issue Date:
Expiry Date:
Claim Expiry Date:
Amount:

FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards Execution / Supply Period and Guarantee / Warranty Period as per Commercial terms and condition of Tender]

We, _____(Name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered office at - _____(Address of Bank's registered office) hereby give this Bank Guarantee Number_____Dated:_____and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the Beneficiary Company **Gujarat Energy Transmission Corporation Limited** or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____(Amount of combined Performance Guarantees towards Execution / Supply Period and Guarantee / Warranty Period) (Rupees_____**(in words)**)to the said **Gujarat Energy Transmission Corporation Limited**on behalf of **M/s** _____who have entered into a contract for the supply/works specified below:

L.O.I 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 or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary **Gujarat Energy Transmission Corporation Limited**. 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**_____**in words)**). Our 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 writing on or before_____**(Date**

of validity of the Bank Guarantee), all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:
Date:

Signature of the Bank's Authorized Signatory
with Official Round Seal

_____ (Bank Name)
_____ (Branch Code)
_____(Complete Postal Address of the Bank)
_____ (Telephone Number)
_____ (Fax Number)

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. A/T no. and date to be written on every page, of Bank Guarantee & its Extension.
2. If B/G amount is more than Rs. 1 Lac kindly take sign of two bank officer with their respective Employee code no.
3. Valid Confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.
4. Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
5. Round seal and signature of two Bank officers should be affixed on every B/G paper.

(FORMATE)

BANK GUARANTEE (Extension of Validity)
(To be executed on non-judicial stamp paper of Rs.300/-)

(Name and address of the Bank issuing the Bank Guarantee extension.)

To,
Superintending Engineer
Gujarat Energy Transmission Corporation Ltd
Circle Office, Bhuj Road
Anjar – Kutch - 370110

BG. No.
Issue Date
Expiry Date
Amount

EXTENSION OF BANK GUARANTEE NO._____ dtd._____ of Rs._____ (Amt, in words_____)
The validity period of our subject Bank Guarantee issued in your favor on behalf of M/s._____ is hereby extended from date_____ to date_____.
Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to an amount not exceeding Rs._____ (Rupees_____ _____only) and it will remain in force till _____.(Date of validity / Expiry)

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before dated _____ (Date of expiry of BG +30 Days claim period)
All other terms and conditions mentioned in the original Bank Guarantee will remain unaltered. This extension forms an integral part of the above quoted original Bank Guarantee and may be kept thereto.
Place:_____
Date:_____

Round seal & signature of Two Bank Officers with Sign Code No.

Application for refund of EMD

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

Ref. No. Date :

To,
The Superintending Engineer (TR)
Transmission Circle
GETCO_____

Sub: - Application for refund of EMD

Respected Sir,

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

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

Thanking you,
Faithfully yours,
(Name & Seal of Bidder)

GUJARAT ENERGY TRANSMISSION CORPORATION LTD
(Government of Gujarat undertaking)
ASSET MANAGEMENT CIRCLE OFFICE ANJAR
220kV Anjar S/S Compound on Bhuj road, Anjar - Kutch-370110
Email: seanjar.getco@gebmail.com, Phone No: 99252 11151
Reg. Corporate office:Sardar Patel VidyutBhavan, Race Course, Vadodara-390007
(CIN): U40100GJ1999SGC036018, Web:www.getcogujarat.com

PRICE BID

Part –A : SCHEDULE B-1 (Labour charges)

Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount

Sr. No.	Special SOR for Anjar Circle Part	Description	Unit	Rate	Qty	Amount
1	I-4 (ii)	Replacement of deteriorated Cross and level bracings of 'A' and 'B' type H frame structures and providing the new cross and level bracing with fabrication **For Continuous location (i.e. More than Five H-frames within stretch of 3Kms)**	Per Loc	1139	99	112761.00
2	I-7	Painting of 'A' and 'B' type H-Frame structure with ISI mark approved paint / red oxide of Asian / Berger / Nerolac / Shalimar / Delux etc. make. (i) Scrapping of old paint with scrubber. (ii) One coat of red oxide. (iii) Two coat of silver paint. (iv) Name of line and loc. no. to be paint on H frame as per instruction of EIC. Quality of silver paint and red oxide is to be approved by concern EE before applying.	Per Loc	5919	99	585981.00
3	C-14	Dismantling of all three conductors and line materials such as insulators, hard wares etc. and crediting to the GETCO's Store as per instruction of EIC with submission of pole wise inventory for preparing C.R.note (SOR Part C-14).	Rkm	22436	0.315	7067.34

4	C-12	Dismantling of 'A' & 'B' type H-Frame structure by breaking of muffing upto 450mm depth from ground level and cutting the girders from 450mm depth from ground level by gas cutting & crediting the material to const. store as instructed by EIC(SOR Part C-12)	Loc.	9858	1.000	9858.00
5	C-1	Erection of "H" frame structure with channels, bracings, clamps etc for "A" & "B" type location including excavation in Normal/ black cotton soil (Dry/ Wet/ Submerged) and back filling of earth, ramming and with supply of bolts, nuts and painting of the complete structure including required tree cutting. Before erection, one coat of good quality primer must be applied to the completed structure & black Japan paint of standard make should be applied upto 3 Mtr from bottom. After erection, two coats of Aluminium paint of Asian/ Berger/ Nerolac make shall be applied to the complete structure. (SOR- PART-C-1)	No.	15168	1.000	15168.00
6	C-5	Stringing of ASCR/AAAC three conductors for single circuit including laying, jointing, tensioning, clamping, with armour rod, hoisting of insulator string, jumpering, fixing of dampers etc. completer as per specification including required tree cutting with adequate clearance.(**Dog conductor** SOR C 5)	Rkm	37414	0.315	11785.41
7	C-8	Providing concrete for all the structures, with M15 mix including stay sets with supply of materials like cement of 43 grade, sand metal etc with muffing (400 mm Dia × 300 mm Ht. aboveground level for all the structures) (SOR Part C-8)	Cmt	13063	1.534	20038.64

8	C-6	Grounding of Above H-Frame/Single pole structure with pipe type earthing as per drawing including excavation by augering & Back filling & Supply of all materials like 32mm dia. medium duty 2 mtr. Long GI pipe(B-class-Blue mark) & G.I. flat of 50x6mm size including supply of bolt nuts, salt, coal ,charcoal etc. as per drawing (SOR Part-C 6)	Set.	6866	1.000	6866.00
9	C-9	Tack welding of nuts at three places on the nuts diametrically fitted to A,B,&C Type structures and applying red oxide & zinc rich paint on it immediately after tack welding **(SOR -C- 9)**	Per Bolt	34	15.000	510.00
10	C-15	Providing & fixing of NP with name of line / DP including supply of bolts & nuts and tack welding / punching as per drawings. **(SOR -C- 15)**	Loc.	2798	1	2798.00
11	C-16-B	Providing & fixing of ACD on both the girders as per drawing. **(SOR -C- 16)**	Loc.	1304	1	1304.00
12	C-7	Erection of stay set complete including excavation with stay clamp, turn buckle, eye bolt, anchor rod and binding with 7/8 or 7/10 SWG earth wire, as per instruction of EIC. SOR C-7	Set.	1100	2	2200.00
13	C-17-B	Work of Painting of Line name, Location No., two coat Painting Color code of desired length and telephone no. on H-Frame (2 Leg) with letter of Gujarati language using ISI marked Paint as per instruction of EIC including Supply of paints and other require materials.	Per loc	216	1	216.00
					Sub Total	**₹ 7,76,553.39**
					18% GST	**₹ 1,39,779.61**
					Total	**₹ 9,16,333.00**

SIGNATURE OF CONTRACTOR
(With rubber stamp/seal of the company)

SUPERINTENDING ENGINEER (AM)
GETCO Anjar.

Part –B : SCHEDULE B-2 (OLM charges)
(Amount the bidder has to pay to GETCO)

(As per new modality of OLM consideration in R&M work as per GETCO Corporate office letter no. CE(AM)/R&M/228 Dt 2.5.25 estimated OLM cost will be fixed and no option shall be given to bidder for selection of price bid in OLM part)

Work of replacement of cross bracing & level piece & Silver painting of 66KV Mokha Mathada H frame line & 66KV Khedoi Mathada H frame line (Work approved under R&M 2026-27) & Erection of 1 No. of A type H frame at loc no. 85(S) of 66KV Dudhai Chandrani line (Work approved under R&M 2025-26) under Anjar AM Division under Anjar AM Circle with fixed OLM amount

Sr. No.	Description	Quantity	Unit	Rate in Rs.	Amount in Rs.
1	M S scrap	9.31	MT	32631.59	303.800.10
				Total OLM Cost (Rs.)	303800.10
				36 % OLM Contigency (Rs.)	109368.04
				Total OLM Cost after applying OLM Contigency (Rs.)	194432.06
				18 % GST (Rs.)	34997.77
				Sub total	229429.83
				TCS @ 2%	4588.58
	Total OLM Cost after applying OLM Contigency with taxes (Rs.)				**234017.43**

SIGNATURE OF CONTRACTOR
(With rubber stamp/seal of the company)

SUPERINTENDING ENGINEER (AM)
GETCO Anjar.

Note :-

(1) Contractor shall have to take suitable storage-cum-erection insurance cover (comprehensive Marine cum Erection (MCE) insurance policy)i.e. **Rs. 6.75 lacs or as per instruction of EIC** at his cost to the extent of 100% cost of s/s or line materials, which are required to complete the s/s or line as per tender conditions above.

(2)Work should be carried out as per GETCO's standards by implementing FQP/ISO .Other terms & conditions as per tender.

(3)All safety norms must be implemented .

Special Notes for Line:-

01 All the work related to the transmission line should be carried out as per GETCO'S standard FQP for transmission line.

02 Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO.

03 All work should be done according to ISO & FQP and all require documents including filled FQP, testing results, etc should be submitted while handing over the line

04 All the rates indicated above includes taking delivery of all stringing material from GETCO's store at destination & keeping them in safe custody & transporting the same to erection site.

05 Contactor has to take insurance at his cost for work as well as line material up to handing over to GETCO

06. All the required tools and tackles like compression jointing machine for conductor, earth wire, cutting machine, welding set, drill machine, etc are to be arranged by the contractor at his cost.

07. Special skilled labours to be arranged by contractor to execute the work.

SIGNATURE OF CONTRACTOR
(With rubber stamp/seal of the company)

SUPERINTENDING ENGINEER (AM)
GETCO, CO, **Anjar**.