



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Office Address: Transmission Circle Gondal, Power House
Compound, Station Plot, Gondal – 360 311.
(CIN: U40100GJ1999SGC036018)
Phone No. (02825) 220121)
Email: setrgondal.getco@gebmil.com Web site: www.getcogujarat.com



N - Tender No.: 94/2026

(TO BE SUBMITTED ONLINE – N-Code Only in New N-Procure
Portal- <https://tender.nprocure.com>)

Note: Submit ALL Document Online Only not Submitted Physically

Tender for the Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required

Party's Name:

Date of Tender:

Sign & Seal of Contractor

Page 1/61

Name of Work:- Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required.

Index

Sr. No.	Particulars
1	<i>Technical Bid</i>
2	<i>Tender Notice</i>
3	<i>Bank detail for RTGS/NEFT</i>
4	<i>Technical Qualification requirement & scope of work</i>
5	Technical Specification
6	General Terms and Condition for Work
7	<i>General Commercial Conditions</i>
8	General Technical condition
9	Condition of Contract
10	<i>Industrial & Labor laws</i>
11	<i>Work & Safety Regulations</i>
12	<i>Safety clause</i>
13	<i>Safety cum indemnity Bonds, Indemnity Bonds, Contract Agreement & Bank Guarantee Sample</i>
14	<i>Schedule 1 to 8</i>
15	<i>LOI Letter of Acceptance</i>
16	<i>EMD Refund & RTGS detail Format</i>
17	<i>Price Bid</i>

EMD refund application should be submit Physical at circle office Gondal.



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Technical Bid

New N-Procure Portal :

<https://tender.nprocure.com>

N-Tender Notice No. 94/2026 (Ext-1)

04.08.2026

Superintending Engineer, Transmission Circle GETCO Gondal invites “On line Tenders” (e-tendering) for the work “Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required” from registered contractors in appropriate class with GETCO/Central/State Government/Railway/Semi. Govt. 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://tender.nprocure.com> (for view, download and online submission) and GUVNL/GETCO websites www.guvnl.com & www.getcogujarat.com (for view & download only). All tender documents are to be uploaded through online only (mandatory) on (n) procure portal including scanned copy of duly attested Tender fee, EMD and Integrity Pact. Tender fee, EMD (if by CASH up to Rs. 10,000/-only) are to be submitted physically by Registered Post A.D. or Speed Post addressed to:

The Superintending Engineer
Gujarat Energy Transmission Corporation Limited.,
Circle office Gondal
Power House Compound, Station Plot,
Gondal – 360 311 District: Rajkot, Gujarat

“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

Tender notice No./ Tender No	Name of work	Estimated Cost Rs. (Including GST+CWVC)	Time limit	Tender fee Rs. (Non-Refundable)	EMD Rs.	Appropriate Class
94/2026	Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required”	1187445.80	12 months	1180 (1000.00 + 90.00 SGST@9% + 90.00 CGST@9%)	Rs. 20000	As per tender document

1	On line (e-tendering) tender/offer submission last date up to 16:00 hours only (This is mandatory)	01.09.2026
2	Date of opening of Tender Fee, EMD on line opening at 16:30 hrs. (If Possible)	01.09.2026
3	Tentative Date of online opening of price bid	Shall be intimated separately.

Sign & Seal of Contractor

Page 4/61

IMPORTANT:

1. Bidder has to upload scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents with bid and **no physical documents to be submitted by bidder.**
2. Bidder has to submit the only Tender fee, EMD (by CASH up to Rs 10,000/- only) in sealed cover superscripted with the “Tender for “Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required”. & tender notice no. 94/2026” (mention the name of work & tender notice no.) on or before due date and time. All such documents should be strictly submitted by RPAD/SPEED POST only. **Otherwise, the offer will not be considered and no any further communication in the matter will be entertained.**
3. Bidders have to submit Technical bid as well as Price bid in electric format only on above-mentioned website till the date and time shown above. It is required that physical submission of only tender fees, EMD by **Cash (up to 10,000/- only)** to be done. **However, of anywhere in tender documents submission of other than this document physical submission mentioned to be overlooked.**
4. The transaction slip of payment made by RTGS/NEFT is to be uploaded in N- procure with tender documents.
5. In case short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from bidder in physical form.
6. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF from) remain legible and should not be password protected.
7. **Tender will be evaluated on Data / Details / Documents of the online offer only.**
8. **It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.**
9. Any deviation found in Data/Details/Documents in on line offer (e-tendering) (Tender document fee, EMD, Vendor Registration, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained. Physical copy is for reference only and tender will be evaluated on Data/Details/Documents of the “on line” offer. **For any discrepancy between online & physical bid, online bid is considered as final.**
10. The bidders are required to fill up all the online appendices (annexure)/forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming/attached in bid/refer physical offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in each online annexure.
(In the absence of required details in the online annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)
11. Bidders are requested to remain in touch with the web site for any amendment/corrigendum or extension of due date etc.
12. No tender shall be accepted/opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.
13. **The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT or in Cash up to Rs. 10,000/- Tender without EMD and tender fee shall be rejected.**
14. Submit completely tender document with seal and signature in all Tender pages with LOA (letter of acceptance) by Lowest-1 bidders.
15. 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

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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Any technical questions, information and clarification that may be required pertaining to this enquiry should be referred to: **The Superintending Engineer , Gujarat Energy Transmission Corporation Limited., Circle office Gondal.**

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

Yours faithfully,

(P K Varsada)
Superintending Engineer
GETCO Circle Office, Gondal

To view the PDF file please use “Acrobat Reader” software which can be downloaded from ‘Adobe” website.

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team:-

(n)code Solutions-IT division of GNFC Ltd.,

(n)Procure Cell

304, GNFC Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Phone : +91-79-40007517, 40007514, 40007515.

E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 73590 21663

Special instruction if tender Fee & EMD to be paid by NEFT/RTGS

1. The Tender fee should be submit by RTGS/NEFT/online.
2. The EMD fee amount is should be paid by either by Cash up to Rs. 10,000/- otherwise it should be paid by RTGS/NEFT/online only.
3. In case of payment through RTGS/NEFT/online Bidder has to provide all below details by email on the same date of payment So that receipt can be generated.

A. The transection slip

B. Copy of Bank Statement (appeared Transition)

C. Following details should be submitted on party's letter pad

Sr. No	Required Details
1	Name & Address of the bidder
2	Bidder GST No
3	Tender No - 94/2026
4	Due date of tender
5	Mode of Transfer
6	Ref. ID with Bank Details(UTR number)
7	Paid Amount Tender Fee-Rs.
8	Paid Amount EMD- Rs.

D. **Bidder has to mail above details to**

[1] cashier.gondalcircle@gebmail.com

[2] supdtgdl.getco@gebmail.com,

[3] decmgon.getco@gebmail.com

1. GETCO Beneficiary Bank detail is as under

Sr.	Particulars	Requisite Details
1	Name of Account Holder	GUJARAT ENERGY TRANS CORPO LTD
2	Account No.	66000402915
3	Name of Bank	STATE BANK OF INDIA
4	Branch Code	60073
5	Address of Bank	M G ROAD, GONDAL
6	IFSC Code	SBIN0060073
7	PAN No	AABCG4029R
8	TAN No	RKTG00914E
9	GST No	24AABCG4029R2ZC

Note: Please Mention Tender number during Online Transaction of Tender fee and EMD

Technical Qualification requirement

The bidder should satisfy following minimum technical requirements....

1. The bidder shall be strictly a Vendor registration with GETCO or DISCOM / Any Government Electrical department.
2. Electrical contractor's license with latest validation.
3. The bidder should have to be supplied cable jointing kit of RAYCEM/MSEAL/CABSEAL or equivalent make of GETCO or DISCOM approved vender only.
4. The bidder should be approved jointer from respective manufacturer only.
5. Authorization certificate from respective manufacturer should be submitted.
6. The bidder has to furnish the attested copy of type test certificate from C.P.R.I. Bangalore/ERDA along with drawing as per IS 13573 part-II-2011, Sequence 1.1 & 2.1 or IEC-60502-4-2005 sequence 1.1 & 2.1 for their product/supply. **Type test certificate should not be more than 03 years old.**
7. Contractor should be submitted approved drawing of manufacturer of 2022-2026 for each type indoor, outdoor and straight through joint.
8. The literature for the cable jointing kits are to be used by the contractor must be enclosed with the tender.
9. **The product should have minimum guarantee period of 05 years. More guarantee period will be preferable and shall be given due weightage and preference. So the bidder should submit their document mentioning the guarantee clause of their firm.**
10. The bidder should submit experience in executing of similar nature of work & minimum 50% value of estimated cost of tender in last five years with GETCO or DISCOM.

Financial Qualification requirement:

1. Payment of Tender fee and EMD (RTGS/NEFT/Online only, DD Not allowed)
2. Copy of GST registration with active status.
3. Copy of PAN Card.
4. Copy of power of attorney as the case may be.
5. Details of Partners/Directors of the Firm/Company. Partnership deed if applicable.
6. Latest Bank solvency certificate of 20% of the tender value.

HR Qualification Requirement: 1. Copy of PF Registration

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

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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.
3. The scope of work is "providing and fixing of standard make of 11 kV Heat Shrinkable outdoor, indoor & straight through joint type cable termination kit for end termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required."as per standard specification and standard practice of GETCO and as per EIC.
4. The above work shall be done as per GETCO's approved drawing/layout.
5. 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.
6. During the work of safety check list shall be followed. Necessary check list will be available at our field office.
7. All work should be done accordingly to technical specification and as per instruction of engineer in charge.
8. The quantity mentioned in price bid is tentative and may vary in actual work order. Moreover this is being ARC quantity of any item may be interchanged within the ordered value as per EIC.
9. The bidder should have to be supplied cable jointing kit of RAYCEM/MSEAL/CABSEAL or equivalent make of GETCO approved vender only.

Technical Specification

Sr. No.	Description of material	Technical specification of material
1	Indoor cable jointing kit	Standard make heat shrinkable indoor end termination kit suitable for 11 kV 3-core X 95 mm ² to 300 mm ² XLPE Power cable for using adequate aluminum lugs from GETCO approved vendors and approved jointer from respective manufacturer only.
2	Outdoor cable jointing kit	Standard make heat shrinkable outdoor end termination kit suitable for 11 kV 3-core X 95 mm ² to 300 mm ² XLPE Power cable for using adequate aluminum lugs from GETCO approved vendors and approved jointer from respective manufacturer only.
3	Straight joint cable jointing kit	Standard make heat shrinkable straight joint type termination kit suitable for 11 kV 3-core X 95 mm ² to 300 mm ² XLPE Power cable for using adequate aluminum lugs from GETCO approved vendors and approved jointer from respective manufacturer only.

- The kits are to be used for 11 kV XLPE type Heat Shrinkable Power Cable.
- The kits shall be suitable for storage without deterioration at temperature up to 45^o C and shall have un-limited self-life.
- For carrying out all the joints of the kit, tenderer has to depute his representative with men and material without any extra charges at our sub-station site.
- The cable termination shall be Class-I termination as per IEEE Standard 48-1975.
- At least 02 nos. of rain sheds are required on outdoor cable termination kits.
- The kits offered should have satisfactory working performance in Indian atmospheric conditions for minimum period of 10 years without failure the same shall be submitted along with the technical bid.
- At the time of supply of cable kit, it should be as per the order and with original company (Manufacturer's) packing only, having manufacturer's logo/Mark embossed/printed (not the sticker) on the kit with batch No.
- Dimensions, number of rain sheds (In case of outdoor type), creepage distance etc. should be as per the drawing (approved along with type test certificate) for cable kit supplied.
- It should be ensured at the time of supply of cable kit for proper sealing, Trifurcation Boot of standard quality and provision of core tubing etc.
- All the material/ Accessory supply with the kit to be utilized as it has some technical significance for performance of cable kit.
- The kits to be supplied must have manufactured as per latest test certificate from C.P.R.I. Bangalore/ERDA along with drawing as per IS 13573 part-II-2011, Sequence 1.1 & 2.1 or IEC-60502-4-2005 sequence 1.1 & 2.1.

General Terms and conditions for work

1. The work should be carried out according to the specification and as per instructions and programmed laid out by the Executive Engineer-in-charge of the work.
2. The work should be commenced immediately within 24 hours from the date of receipt of instructions from office by telephone/fax/e-mail/telegram for which sub-order will be issued by post and should be completed within thereafter.
3. The party has to arrange for transportation for men and materials at his own cost.
4. The work shall be carried out through experienced and conversant technical persons.
5. Contractor will have to make his own arrangement for all tools and tackles, manpower etc.
6. The contractor has to remain in close with Engineer in charge of work who will issue detailed instruction for the commencement of the work.
7. 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.
8. 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.
9. 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.
10. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.
11. The contractor has to carry out the work as per specification, instruction & direction of Engineer In charge.
12. The bidder should have to be supplied cable jointing kit of RAYCEM/MSEAL/CABSEAL or equivalent make of GETCO approved vender only.

GENERAL COMMERCIAL CONDITIONS :-

The Gujarat Energy Transmission Corporation Ltd., Gondal hereinafter called 'GETCO'/'OWNER' intends to receive bids for "Tender for the Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.

1. The validity of tender is 180 days from the date of opening of technical bid
2. Earnest Money Deposit :
 - 2.1. Bidders are requested to pay an earnest money deposit for Work (As per GUVNL Purchase Policy 2016) by RTGS/ NEFT or by Cash (up to Rs. 10,000/- only)for the amount as specified in the tender notice. Payment of EMD in form of Cheque shall not be accepted.
 - 2.2. If the EMD amount is more than Rs. 3 Lacs, it should be paid by RTGS/NEFT/Online or Demand draft or Banker's Cheque or Pay order or Bank Guarantee, otherwise RTGS/NEFT/online.
 - 2.3. In case of payment through Demand Draft/ Banker's Cheque/ Pay Order, the scanned copy of original document shall have to be uploaded with the bid and original copy of the same will have to be submitted, at the office address specified in the tender document within Due date
 - 2.4. Tenders not accompanied by EMD shall be rejected.
 - 2.5. 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.
 - 2.6. 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.
 - 2.7. All the Bidders shall be required to pay EMD, except those who are exempted as per industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries
 - 2.8. In cases, where EMD need not to be paid, valid exemption Certificates duly Notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions
 - 2.9. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators
 - 2.10. The Certificates should indicate the manufacture of items offered.
 - 2.11. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
 - 2.12. Participants not covered under these categories mentioned at Clause No. h will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.

3. Definition of Terms :

3.1 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.

"RIGHTS OF THE OWNER"

Whenever any claim of 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 part from the security if any deposited by the Contractor and for the purpose aforesaid the Owner shall be entitled to encash and withhold the amount of performance Bank Guarantee or other security if any furnished as the case may be. The Owner shall also have a lien over the same pending finalization or adjudication of any such claim in the event of the security is insufficient to cover the claimed amount of 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 of 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 of GUVNL or its subsidiary companies pending finalization of adjudication of any such claim.

Lien in respect of Claims in other Contract.

- 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 of GUVNL or any of its subsidiary companies.*
 - b) *It is and agreed that the sum of money so withheld or retained under this clause by the Owner will be kept withheld re 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.*
4. All commercial terms and conditions except rates shall be indicated in the technical & commercial bid only.
 5. The Tenderers shall specifically note that the Tenders are invited on percentage basis only.
 6. **Arithmetical error will be rectified on the following basis:**
 - 6.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between work and figures, the amount advantageous to the Owner will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD will be forfeited. The bidder should ensure that the prices furnished in various price schedules are consistent with each other.
 - 6.2. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
 - 6.3. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material

deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without resource to extrinsic evidence.

- 6.4. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
7. The tenderers will ensure submission of the Tenders duly filled in before the due date and time.
8. **Security deposit:** - The contractor will have to pay the 100.00 % Security Deposit at 5.00 % of the order value by demand draft in the name of 'GUJARAT ENERGY TRANSMISSION CORPORATION LTD' within 15 days from the date of the issue of LOI, higher percentage of security deposit may be fixed at the direction of The Superintending Engineer. Alternatively, you may pay the entire S.D. in the form of B.G. as per approved format of the GETCO issued by Nationalized/Scheduled Bank. B.G. issued by some co-operative bank is acceptable as per listed under

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

- i. *All Nationalized Banks.*

Guarantees issued by following Banks will be accepted as SD. 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.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	23	South Indian Bank
2	AU Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnad Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	YES Bank
6	DBS Bank India Limited	28	Ahmedabad Mercantile Co-op. Bank
7	DCB Bank	29	Nutan Nagrik Sahakari Bank Ltd.
8	Dhanlaxmi Bank	30	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	31	Saraswat Co-Operative Bank Ltd.
10	FEDERAL Bank	32	SBPP Co-Operative Bank Ltd.
11	HDFC Bank	33	SVC Co-Operative Bank Ltd.
12	HSBC Bank	34	The Cosmos Co-op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-Operative Bank
14	IDBI Bank	36	The Surat District Co-Op Bank
15	IDFC First Bank	37	The Surat people's Co.op. Bank Ltd
16	IndusInd Bank	38	The Baroda Central Co-Operative Bank
17	Jammu and Kashmir Bank	39	The Panchmahal District Co-Operative Bank

18	Jana Small Finance Bank	40	The Kalupur Commercial Co-op. Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-op. Bank
20	Karur Vysya Bank	42	The Banaskantha Mercantile Co-op. Bank
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

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

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. **(FDR will not be accepted).**

Agency has to submit refund application for refund of security deposit after completion of guarantee period or finalization of final bill whichever is later to Circle office and one copy to Sub Division / Division office for issuance of NOC before expiry of BG (Wherever SD is submitted in the form of BG). Security deposit will be refunded after receipt of NOC from concern division offices.

9. **Contract Period :-** The time allowed for completion the work is **12 month**. from the date of the work order, failing which the penalty ½% per week plus Taxes (if any) as applicable or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value plus Taxes (if any) as applicable will be imposed. The period of further one year can be extended as per mutual agreed terms as per same rates, terms and conditions after approval from competent authority as per DOP. However in case of poor services provided by the contractor, superintending engineer, Gondal shall be empowered to terminate the contract at any time.

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.

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..

Any delay causing extension of outages shall be contractor's responsibility and appropriate amount (in term of Rupees) as decided by Ex. Engineer (AM) Morbi, shall be recovered from Contractor's bill as a penalty.

10. **Goods and service Tax (GST):-**

The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations). Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed

on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 18.00 % per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

1% TDS SGST and 1% TDS CGST or 2% TDS SGST on principal amount is applicable with effect from 01.10.2018

GST :-

- (i) Contractor has to submit the GST Registration certificate.
- (II) Contractor should be registered under GST laws which they shall pay the GST for this contract.
- (iii) Contractor has to submit invoice/Challan as documentary proof with each RA bill & Final Bill and in which it shall be specifically mention the nature of service & SAC code under which the amount of GST payable by contractor and payable by GETCO (if any) without fail.
- (iv) GETCO will be withheld the GST x amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor
- (V) The Contractor has to submit invoice to GETCO indicating following.
Name, address and GST registration no. of the service provider Name and address of person receiving the service i.e. GETCO Description and value of taxable service provided
The total GST payable thereon with bifurcation of ~~service tax~~ GST payable by service provider and service receiver. Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTIN No

“GST may be paid along with the RA Bills and you have to submit the CA Certificate and Undertaking signed by authorised signatory of the contractor along with the last RA bill / final bill to ensure that GST charged and collected from GETCO is paid to Government treasury and the accurate & correct details of invoices are also uploaded on the GST portal within the stipulated time. The Copy of CA Certificate and Undertaking is attached herewith.

However, final bill shall be paid and SD / BG shall be released only if the contractor has duly discharged its GST liability related to the said contract and submit necessary documentary evidences as mentioned above.

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

In case, Contractor fails to submit the above mentioned documentary evidences, the GST shall be recovered along with Interest @ 18 % from the payable amount of the contractor for said contract or any other contract

11. STATUTORY VARIATION:

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

All royalties, , toll tax, local tax, development charges, , Goods & Service Tax (GST), Cess & any other taxes as applicable . in respect of this contract shall be payable by the contractor & Gujarat Energy Transmission Corporation will not entertain any claims whatsoever in this aspect.

12. WELFARE CESS:-

1. As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, testing & commissioning of substation, transmission lines, EPC/Turnkey projects, and civil works.
 2. Contractor shall get registered under Welfare Cess Act before commencement of work in required head as per nature of work. Office of the Factory Inspector is authorized at present as a registering authority.
 3. GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment. Registration charges will not be reimbursed.
 4. The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value. The modality of payment/ reimbursement of welfare cess will be as under.
 5. On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. Copy of Registration certificate shall be submitted before submission of 1st RA bill
 6. Before release of payment of first R.A.Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
 7. Before release of payment of subsequent R.A.Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A.Bill.
 8. The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.
13. GST & welfare tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.
14. The contractor will have to give indemnity bond on Non-judicial Stamp paper of value Rs. 300/- to GETCO for material as per attached format. **The cost of stamp paper will be borne by the contractor.**
15. **The contractor will have to give safety cum indemnity on Non-judicial Stamp paper of value Rs. 300/- to GETCO against any possible claim of compensation for damage to contractor's staff or any of third party during the execution of work. The cost of stamp paper will be born by the contractor.**
16. ***Also the successful bidder will have to execute Agreement on stamp paper of value Rs. 300/- at our Transmission Circle office Gondal before commencement of works 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 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 *plus GST as applicable* 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 SE Gondal
 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 SE Gondal 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 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 , GETCO, Gondal 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 and dismantled materials 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 plus GST as applicable.
 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 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 legal action.
 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 contractor has to deploy minimum 8 to 10 skill labours/ fitters at site daily failing to which GETCO shall deduct 1,000/- per day as applicable from the bill.~~
 54. 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.
 55. 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, Gondal** 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.
56. 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.
57. 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.
58. 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.
59. 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.
60. **Delivery of Material:** -All material/ equipment required for this work as per schedule shall be delivered at any store centers of Gondal circle jurisdiction and contractor has to take delivery from these stores at his own cost only. **All material/ equipment required for this work as per schedule shall be arranged by contractor.**
61. 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.
62. **Billing and Payment Terms**
 - (a) Each Sub-Order shall be treated as First and Final Bill.
 - (b) For each Sub-Order, all statutory liability shall be full fill as per GOG/GETCO's Rules and Regulations.
 - (c) The material account shall be finalized for each Sub-Order, and not to carry out up to Final Bill. Also, the liability towards CWWC shall be treated Separate for each Sub-Order and all terms and Conditions shall be applicable as per prevailing practice and guideline of Competent authority. Hence, being a Sub-order is First as Final for Billing the liability towards CWWC is to be full fill before release payment for Sub-Order.
 - (d) If net payable amount is more than Rs 10.0 Lacs, payment will be released from circle office/corporate office. The payment will be made by RTGS/NIFT only
 - (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. The payment will be made by RTGS/NIFT only
 - (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.
- (h) Division offices before passing each RA Bill/ Final bill shall verify that if any BG is submitted as a security deposit by agency then it is not expired and it is in active status. If BG is expired, then Division offices shall keep the amount of Security Deposit as a retention from RA Bill/ Final bill.

PAYMENT TERMS UNDER MSME ACT:

- (1) You have to update your MSME detail on GETCO's website by following link <https://getco.co.in/msme/> (and intimate to concern bill submitting office with copy to this office).
- (2) The payment will be made within 45 days from the ***date of acceptance** or the ****date of deemed acceptance** of goods or Services i.e. After submission of all required documents as per AT Terms & time to time circular issued by GETCO's Corporate Office as well as statutory requirement to process the Bill.

*** "Date of acceptance" means"**

- (a) The day of actual delivery of goods or the rendering of services; or
- (b) Where any objection is made in writing by the buyer regarding acceptance of goods or services, the day on which such objection is removed by the supplier;

**** "Date of deemed acceptance"**

means, where no objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days of the delivery of the goods or the rendering of services, the day of the actual delivery of goods or the rendering of services;

63. 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.

64. Old materials dismantled from line should be transported & credited as per instruction of EIC on same day to avoid loss or theft from site. Contractor will be responsible if old materials not transported to the place instructed by EIC on same day of dismantling.
65. Contractor will remain responsible to damage, loss or theft & old or new materials after it was issued & till old dismantled material is not credited to S/S specified
66. Maximum 5% Broken / Damage of **OLD** insulators are to be allowable during transportation / Loading / Unloading, If more than 5% of Broken of Insulators, the Amount of new insulator will be recoverable from your bill.
67. 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.
68. The erection work beyond contractual ceiling amount shall be done only after approval from the GETCO authority.

69. 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.

70. 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.

71. 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.

72. Termination of Contract

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

- A. To recover, from the contractor as agreed, by way of penalty clause above, or
- B. To purchase from elsewhere after giving due notice to the contractor on account and at the risk of the contractor for such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or
- C. To cancel the contract

In the event of the risk purchase of stores of similar description, the opinion of the GETCO shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the GETCO may sustain on that account, but the contractor The decision of the GETCO shall be final as regards to the acceptability of stores supplied by the contractor and the GETCO shall not be required to give any reason in writing or otherwise at any time for rejection of the stores shall not be entitled to have any saving on such purchases made against default.

73. Contractor's Default :

If the Contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by 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 30 days from the date of serving the notice, then and in such case the owner shall be liberty to employ other workmen and forthwith to execute such part of the work 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 hand and re-contract with any other person or persons to complete the work or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and 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 work 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, over shall encash the Bank Guarantees of contractor available with Owner/s and retain such other payments due to the contractor under the contract in question or any other contract that the owner's may have with 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 work is delayed

74. TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 74.1. 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.
- 74.2. 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.
- 74.3. 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
- 74.4. Owner shall be entitled to cancel the Contract as to its in completed 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.

75 FRUSTRATION OF CONTRACT

- a) 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 68(c) below.
- b) 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.
- c) In the event referred to in sub-clauses 68(a) & 68(b) 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.

76. Dispute Resolution Mechanism:

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."

GUARANTEES & LIABILITIES

77. GUARANTEE

- 77.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of twenty four (24) calendar months commencing immediately upon the satisfactory commissioning of the project. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer.

- 77.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 77.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 77.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 77.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 77.6 The acceptance of the erection work by the Engineer shall in no way relieve the Contractor of his obligations under this clause
- 77.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 77.8 The provisions contained in this clause will not be applicable: a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any. b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

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 employ 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 **incharge engineer**. 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.**

17. **REMOVAL/DISMANTLING OF OLD LINE MATERIAL :**

- A. Before commencing the stringing work conductors, earth wire, insulators hard wares and conductor/earth wire accessories of old line shall be removed from the existing tower.
- B. 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 conditions. The work is to be completed in given/arranged outage
- C. 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 conditions. The work is to be completed in given/arranged outage
- D. 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.
- E. 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.
- F. 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 Board and in a schedule completion period. No extension in completion period shall be allowed on such account.
- G. 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 Board
- H. 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.

GENERAL CONDITIONS OF CONTRACT

(C) GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

- 1.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Gujarat Energy Transmission Corporation Ltd, Vadodara or any of its group companies i.e GUVNL, GSECL, MGVL, DGVCL, PGVL, 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:
- Indian Electricity Act, 1905 and Rules and Regulations made there under.
 - Electricity Act 2003 and Rules & Regulations made there under.
 - Indian Factory Act, 1948 and Rules and Regulations made there under.
 - Indian Explosives Act, 1884 and Rules and Regulations made there under.
 - Indian Petroleum Act, 1934 and Rules and Regulations made there under.
 - A.S.M.E. Test Codes.
 - A.I.E.E. Test Codes.
 - American Society of Materials Testing Codes.
 - Standards of the Indian Standards Institution.
 - 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.
- ‘All equipment and materials’ to be supplied shall also mean ‘Goods’.
 - ‘Constructed’ shall also mean ‘erected and installed’.
 - ‘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.

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.

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

1. ENGINEER'S DECISION

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

6.2 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.

6.3 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.

2. POWER TO VARY OR OMIT WORK

7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

3. CHANGE OF QUANTITY

- 8.1 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.
- 8.2 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.

4. 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.

5. 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.

C. CONTRACT SECURITY AND PAYMENTS

31.0 CONTRACT PERFORMANCE GUARANTEE

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

32.0 PAYMENT

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

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. Proforma 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.

38.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

39.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

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

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

40.0 DEMURRAGE, WHARFAGE, ETC.

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

41.0 FORCE MAJEURE

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

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

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

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

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

42.0 SUSPENSION OF WORK

- 42.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 42.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

43.0 CONTRACTOR'S DEFAULT

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

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

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

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

44.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

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

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

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

45.0 FRUSTRATION OF CONTRACT

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

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

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

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

46.0 GRAFTS AND COMMISSIONS ETC.

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

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

3) Provident fund & Family pension Scheme:-

The contractor shall submit along with his bill (month wise) a statement regarding deduction against employees provident fund and family pension scheme in respective of each concerned employee, provident fund and family pension scheme at the rate at admissible (or at the rate

- made applicable by the Government from time to time) of the wages. The contractor's contribution and his workers contribution towards provident fund and family pension scheme shall be deposited by the contractor with concern regional Provident Fund Commissioner office.
- 4) **Deposit Linked Insurance Scheme :-**
The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit.
Linked insurance Scheme with concern regional Provident Fund Commissioner office.
 - (5) **Administrative Charges:-**
Administrative charges for maintaining provident fund A/C shall be deposited by the contractor with concern regional Provident Fund Commissioner office at the rates applicable.
 - (6) **Paid Leave Facility:-**
Paid leave facility at the rate of one day for every twenty days worked by the contract labour shall be provided by the contractor to his workers. He shall maintain leave Records/leave cards for individual laborer 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 GETCO:-**
The contractor shall indemnify GETCO and every member officer and employees of GETCO also, Engineer-in-charge and his staff against all actions, proceeding, claims demands, costs and expenses which may be made against GETCO or Government for or in respective of performance of his obligation under the contract documents. The GETCO shall not liable for or in respective of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified the GETCO against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatever in respective thereof in relation thereto.
 - (10) The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.
 - (11) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.
 - (12) The contractor will be required to produce a solvency certificate for an amount minimum of 20% of estimated cost of the tender and also to produce his Income-Tax clearance certificate.

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 property 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 be provided by the contractor to electricians/ workmen/ officers.
12. In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and to also to all the authorities envisaged under the applicable laws.

13. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.
14. The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
15. it is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following;
 - a. Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
 - b. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
 - c. Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
16. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.

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

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

16 Penalty Clause:

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

Safety Clause

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

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

4. Reporting:-

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

5. Safety Requirement:

- 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 Civil contractor. Such records are mandatory for clearing first Civil works bill.*
- During site visit by GETCO official of Executive Engineer and above rank, the following checks during execution of work shall be covered.*
 - Safety equipment available and utilize.*
 - Helmet.*
 - Safety belt.*
 - Safety shoes.*
 - Safety procedure adopted.*
 - Permit to work*
 - Earthling at the place of work.*
 - Adequate supervision.*
- If above-mentioned safety requirements found violated in any of the above two conditions shall attract penalty of Rs.1000/- per occasion plus Taxes (if any) as applicable. (Max.Rs.3000/- for violation of two conditions)*
- During subsequent visit, if violation is found, then double penalty plus GST as applicable shall be deducted from the bill of the Contractor/Agency.*

- The contractor will have to give indemnity bond & safety cum indemnity and contract agreement 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 party during the execution of work.***

All Schedules Should be submit on Firms Letter Head

SCHEDULE –1

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	

SCHEDULE – 02

Sign & Seal of Contractor

Page 42/61

No deviation certificate

Sub:

Reference: Tender enquiry no. 94/2026

Due on date: / / 2025

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

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

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

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

Seal of the Firm

Signature of the Authorized
Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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SCHEDULE – 03

Tender for Supply of _____

Tender No. 94/2026

Due On:

CERTIFICATE – “A”

I / We _____ authorized signatory of
M/s. _____ hereby Certify that
M/s. _____ is not related with other firms who have
submitted tenders for the same items under this inquiry / Tender.

Seal of the Firm

Place:

Signature of the Tenderer

With Designation.

Date:

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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SCHEDULE – 04

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

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

Ref:-Tender No. 94/2026

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

I/We _____

Authorized signatory of
M/s. _____

and thereby certified that M/s.

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

Signature of tenderer

Seal of firm

SCHEDULE – 05

Tender notice no.: 94/2026

Sub. : Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required

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

- a) I/ we, the undersigned, have read and understand the Tender Specification No. 94/2026 For Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required Complete with the entire Tender Terms and Conditions.
- b) The price in the bid is firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declares that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.
- d) GETCO may use your submitted documents in future tender work within GETCO as per document validation for which I/We have no any objection.

Signature of Authorized representative

of Company / Agency NAME: _____

STATUS: _____

Name of BIDDER

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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SCHEDULE-06

Date:

Declaration of Conflict On Interest

To
The Superintending Engineer,
GETCO, Circle Office, Gondal
Power House Compound,
Station Plot,
Gondal – 360311.

Ref: Tender Notice No.....

With reference to above your tender Notice No.....
For the work of.....

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

Yours Faithfully,

(Signature of the Tenderer)

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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SCHEDULE-07

Date:

Declaration of Relationship with employee

To
The Superintending Engineer ,
GETCO, Circle Office, Gondal
Power House Compound,
Station Plot,
Gondal – 360311.

Ref: Tender Notice No.....

With reference to above your tender Notice No.....
For the work of.....

We do not have any type of relationship with any current employees of GETCO.

Yours Faithfully,
(Signature of the Tenderer)

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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SCHEDULE-08

A/T ACCEPTANCE LETTER:-

Ref. No.

Date:

To,

The Superintending Engineer

Gujarat Energy Transmission Corporation Ltd,

Power House Compound,

Station Plot

Gondal – 360 311

Sub: _____

Reference Order Number: - _____

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

(Signature)

Designation _____

SAFETY CUM INDEMNITY BOND

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

KNOW ALL MEN BY THESE PRESENTS that we, _____ By this SAFETY CUM INDEMNITY BOND Executed on this _____ Day of ____ 2026. I/We Having Registered Office _____ (herein after called “THE CONTRACTOR” which expression shall mean and includes my /our heirs, executors, administrators and legal representatives, successors and permitted assigns) do hereby binds myself/ourselves and also our company/firms after having the power to bind by this promise and undertaking in favor of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara. (hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract no. _____ Dated _____ made between _____ and _____ for the contract of the _____ value of 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.

Sign & Seal of Contractor

Page 50/61

- b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act or any other laws for the time being in force.
- c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions / formalities within the meaning of Employees' State Insurance Act, 1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR .
- d. That, if any time, due to exigency, GETCO as the Principle Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the CONTRACTOR or for any other reason, the GETCO shall have the right to recover the said amount from any amount receivable by GETCO or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the CONTRACTOR to the OBLIGEE.
- e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR.
- f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

Sr. No.	Amount of Contract in Rs.	Penalty amount
1	Up to ₹ 1 Lac	Rs.5000/- per incident plus GST as applicable
2	Above 1 Lac to ₹ 10 Lacs	Rs.40000/- per incident plus GST as applicable
3	10 to ₹ 100 Lacs	Rs.100,000/- per incident plus GST as applicable
4	> 100 Lacs	1.0 % of contract value per incident plus GST as applicable

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

- h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the CONTRACTOR's application after the Contractor has discharged all his obligations under the order mentioned hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).
- i. This Safety cum Indemnity Bond and the guidelines as per Annexure-A herein contained are in addition to And not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the GETCO by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.

(Signature with seal of The CONTRACTOR)

In the presence of:

- 1.
- 2.

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

INDEMNITY BOND

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

_____ (hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of 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)

Sign & Seal of Contractor

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com	
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(Seal of Firm)

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

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

_____ as per GETCO’s 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.

- 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.
- 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. 94/2026 and contractor's offer opened on dated ____/____/2026
 2. GETCO order No. _____ Dtd. ____/____/2026
 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., CO Gondal

In the presence of name, Full address and Signature:

(1) _____

(2) _____

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Office Address: Transmission Circle Gondal, Power House Compound, Station Plot, Gondal – 360 311. (CIN: U40100GJ1999SGC036018) Phone No. (02825) 220121) Email: setrgondal.getco@gebmil.com Web site: www.getcogujarat.com	
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NON JUDICIAL STAMP PAPER OF RS. 300/- (Stamp Paper Validity Six months)

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]

To, The Superintending Engineer (AM) Gujarat Energy Transmission Corporation Ltd, Circle office, Gondal.	BG. No. _____ Issue Date _____ Expiry Date _____ Amount _____
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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 No. _____ Dated _____ and hereby agree Unequivocally and Unconditionally to pay immediately on demand on writing from the beneficiary Company **Gujarat Energy Transmission Corporation Ltd** or any officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of combined performance Guarantee toward execution / supply period and Guarantee/Warranty Period), (Rupees _____ (in words)) to the said **GETCO** on behalf of M/s _____ who have entered into a contract for the supply/works specified below
 LOA No _____ dated _____

This agreement shall 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 alteration 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 **GETCO**. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (Date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (6 months from the Date of expiry date of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under

Place:
Date:

Please Mention Here Complete Postal
Address of the Bank with Branch Code,
Telephone and Fax nos

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

Sign & Seal of Contractor

Application for refund of EMD
(This Performa should be submitted by party
on letter Pad to this office in Hard copy)

To,
The Superintending Engineer [TR]
Transmission Circle,
GETCO, Gondal

Date:

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 asunder...

Sr. No.	Description	Detail to be submitted by party.
1	Tender No.	94/2026
2	Tender ID	
3	Name of Work/Subject	Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required
4	EMD Amount	
5	EMD DD No., Date of EMD & Name of Bank	
6	Name of Bidder	
7	Contact No.	
8	E-mail address	

Thanking you,
Faithfully yours,

Sign & Seal of Contractor

(Name & Seal of Bidder)

(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,
Gondal

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.

Thanking you,

Yours Faithfully,

Sign & Seal of Contractor



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

**Office Address: Transmission Circle Gondal, Power House
Compound, Station Plot, Gondal – 360 311.**

(CIN: U40100GJ1999SGC036018)

Phone No. (02825) 220121)

Email: setrgondal.getco@gebmail.com Web site: www.getcogujarat.com



Price Bid

(To be submit through N-Code only)

SCHEDULE - B

Sub: Annual Rate Contract for providing and fixing of RAYCEM/MSEAL/CABSEAL or Equivalent make 11 kV Heat Shrinkable Outdoor, Indoor & Straight through joint type cable termination kit for End termination of 11 kV XLPE type power cable at various sub-stations under Gondal Transmission Circle as and when required

Sr No	Ref. of Rate	Item Description.	Qty in Nos.	Rate (Rs.)	Amount (Rs.)
1	SOR 2025-26 Part D-48	Providing & Fixing of RAYCEM/MSEAL /CABSEAL or Equivalent approved make from GETCO heat shrinkable type 11kV XLPE Indoor/Outdoor CableTermination kit suitable for 11kV, 3 Core X 95 sq-mm to 300 sq-mm XLPE Power cable using adequate capacity of Aluminium Lugs.	150	6139.00	920850.00
2	SOR 2025-26 Part D-49	Providing and fixing of RAYCEM/MSEAL /CABSEAL or Equivalent approved make from GETCO heat shrinkable type 11kV XLPE straight through joint kit suitable for 11 kV 3-core X 95 sq-mm to 300 sq-mm XLPE Power cable.	10	3310.00	33100.00
3	SOR 2025-26 Part D-47	Labour Charge for fixing of 11kV XLPE Indoor/Outdoor cable Kit of any make of 11kV, 3 Core X 95 sq-mm to 300sq-mm. Cable kit will be Provided by GETCO.	70	748.00	52360.00
4	Sub-Total Amount in Rs.				1006310.00
5	SGST @ 9.00 %				90567.90
6	CGST @ 9.00 %				90567.90
7	Total Amount in Rs.				1187445.80
8	In words Rs. Eleven Lacs Eighty-Seven Thousand Four Hundred Forty-Five Rupee and Eighty Paise Only				

Note: GST and welfare Cess shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department.

I/We am/are willing to carry out above work at _____% above/below the estimated cost, hence amount will be Rs. _____(Amount in words _____).

We agree with all the terms and conditions of GETCO as mentioned in this tender.

Sign & Seal of Contractor

Page 61/61