



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
TRANSMISSION CIRCLE OFFICE, JUNAGADH.
66KV Substation Compound, Opp Nandbava Gaushala, Dhandhusar Road, Zanzarda Junagadh-
362 015
e-mail : setrjunagadh.getco@gebmail.com

TENDER

NAME OF WORK	:	Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh
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TENDER NOTICE No.:- TCJND/2026-27/08

NAME OF PARTY : _____

DUE DATE :

Payment of Tender Fees/E.M.D. can be accepted by RTGS/NEFT/Online Only

IMPORTANT NOTE:

IF BIDDER FAILED TO SUBMIT ANY OF THE REQUIRED DOCUMENT ALONG WITH THE TECHNICAL BID AS PER QUALIFICATION REQUIREMENT, THEIR BID MAY BE REJECTED WITHOUT INTIMATION TO BIDDER.
HENCE, BEFORE QUOTE THE BID, BIDDER HAVE TO ENSURE THAT ALL THE DOCUMENTS ARE SUBMITTED ALONG WITH TECHNICAL BID.

જો બિડર ટેકનિકલ બિડ સાથે માંગેલા જરૂરી ડોક્યુમેન્ટ્સ માંથી કોઈપણ ડોક્યુમેન્ટ સબમિટ કરવામાં નિષ્ફળ જશે તો બિડરને જાણ કર્યા વિના તેમનું બિડ રદ થઈ શકે છે.
આથી બિડ સબમિટ કરતાં પહેલાં, બિડરે ખાતરી કરી લેવી કે તમામ જરૂરી ડોક્યુમેન્ટ્સ ટેકનિકલ બિડ સાથે જોડેલા જ છે.

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**OFFICE OF THE SUPERINTENDING ENGINEER
TRANSMISSION CIRCLE OFFICE JUNAGADH
66kv Zanzarada S/s compound, Opp. NandBava Gaushala, Dhandhusar Raod,
Zanzarada(Junagadh)**

Tender for : Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh.

Sr. No.	Tender Notice No. TCJND/2026-27/08		
	<u>Name of work</u> Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh.	Estimated cost of Labour + Supply in Rs.	EMD amount
1		98900.00+ 18.0 % GST Rs. 17802.00 = 116702.00	1168.00
2	Contractor Registration Class: Any class GETCO		
3	Date of publishing of tender document on web site – 05.10.2026		
4	Last date of downloading of tender from web site :- 05.10.2026		
5	Last date of receipt of tender through RPAD/Speed Post : 05.10.2026 up to 16.00 hrs		
6	Date & Time of Tender opening (Technical Bid) – 05.10.2026 at 16.30 hrs if possible		
7	Tender fee - Rs.117.00 +18% GST Rs.22.00 =Rs.139.00		
8	Time Limit: 3 Months		
9	Type of Tender - Percentage basis		

Bidders are requested to remain in touch with our Web site for extension in date corrigendum etc. for the above tenders till opening of technical bid,

The tender will be available from our web site www.getcogujarat.com

IMPORTANT:

1. Any deviation found in Data/Details/Documents in off line offer submitted documents (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. Tender will be evaluated on Data/Details/Documents of the “off line” offer.
2. It is mandatory for all the bidders to submit their tender documents in schedule time. If tender documents not submitted, in that case the same tender will not be considered.
3. The bidders are required to fill up all the appendices (annexure)/forms. This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming/attached in bid/refer offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in each annexure. Wherever required, bidder shall invariably have to submit supporting authentic documents in the bid.

(In the absence of required details in the annexure, the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation.)

4. Bidders are requested to remain in touch with the web site for any amendment/corrigendum or extension of due date etc.
5. No tender shall be accepted/opened in case of receipt after due date and time of tender, irrespective of delay due to any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.
6. The Earnest Money Deposit and tender fee will be accepted by RTGS/NEFT/Online on any Nationalized Bank only situated at **Junagadh** drawn in favor of “**GUJARAT ENERGY TRANSMISSION CORPORATION LTD.**” Tender without EMD and tender fee shall be rejected.
7. 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.
8. Any legal matter subject to Junagadh jurisdiction only.
9. There is no need of Vendor registration.
10. **Goods and Service Tax (GST)** :

Contractor has to provide Tax invoice in a standard format as per govt. rules and GST invoicing rules containing all details as provided Act and rules. Contractor / Supplier has to mentioned GST no. of GETCO 24AABCG4029R2ZC in the invoice invariably failure of which payment will not be made.

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.

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.

12. GST Registration on GETCO's web portal:

The Bidder should have to take registration under the “GOODS AND SERVICE TAX(GST)”. Bidder has to register online in given link before bidding. Link for the same is www.getcogujarat.com/gst.

The certified Xerox copy of such registration shall have to be submitted along with the bid by the bidder.

- 13.** On forfeiture of EMD, SD or guarantee under the terms and conditions 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. If any recovery is applicable as per GETCO's rules and regulation, it will be deduct along with GST will be imposed (if applicable).

- 14. Suitable payment option can be selected for Tender Fee & EMD. Amount should be paid either by RTGS/NEFT/Online.**

bidder has to mail following details:

Sr. No.	Required Details	
1	Name & Address of Bidder	
2	Bidder GST No.	
3	Tender Notice No. with due Dt.	
4	Mode of Transfer	
5	Ref. ID with Bank details	
6	Paid Amount	
7	Payment against (Tender Fee/EMD)	

Mail To,

1. setrjunagadh.getco@gebmail.com
2. aojunagadh.getco@gebmail.com
3. cashierjunagadh.getco@gebmail.com
4. cashier.junagadhcircle@gebmail.com

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

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

GETCO Junagadh Circle Beneficiary Bank Detail Is As Under

1	Name of Account Holder	THE SUP ENG (TRANS) GETCO TR CIRCLE NON OPERATIVE A/C
2	Account Number	66000382476
3	Name Of Bank	STATE BANK OF INDIA
4	Branch Code	60445
5	Address Of Bank	ZANZARDA ROAD – JUNAGADH
6	IFSC Code	SBIN0060445
7	PAN No.	AABCG4029R
8	TAN No.	RKTG00895G
9	GST No.	24AABCG4029R2ZC

Payment of Earnest Money Deposit (EMD) and Tender Fee should be accepted by RTGS/NEFT/Online only along with Tender. Also submit bank payment proof i.e. Bank statement. If possible, please inform to our Account Department for the said payment through phone/email for verification.

1. Payment of Tender Fee

- Payment of Tender Fees can be accepted by RTGS/NEFT/Online.

2. Payment of Earnest Money Deposit (EMD)

- Payment of Earnest Money Deposit (EMD) can be accepted by RTGS/NEFT/Online.

3. Documents with Bid submission

- Bidder has to upload scanned copies of original (Notarized/ Self attested copies of original – as specified in tender documents) documents with bid and no physical documents to be called from bidder.

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

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 Junagadh.**

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

**Yours faithfully,
Superintending Engineer
Transmission Circle office
GETCO Junagadh**

Superintending Engineer

GETCO, CO, Junagadh

PRE – QUALIFICATION CRITERIA
Bidder shall be strictly a GETCO registered contractor.

The Bidders must have an experience of subject tender as under:

- a) The bidder should have experience for insulator replacement of minimum 500 String (Single/Double) of tension /Suspension insulator in 132KV or above voltage class in last three financial years. OR Bidder must have experience in executing similar nature of works (**Replacement of D-Shackle work**) in 132Kv or Above line for minimum of 50 % value of estimated cost of tender in last three years with the documentary evidence, preferably photocopy of orders & 3A form secured from GETCO as satisfactory completion certificate from respective departments.
(As a Main Contractor)
- b) Bidder should have necessary tools and man power.

Above all (a) & (b) condition must be full fill for this work. Otherwise Tech. Bid disqualified.

Signature of the contractor

SUPERINTENDING ENGINEER
GETCO-Junagadh

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
TRANSMISSION CIRCLE, JUNAGADH , (Technical Bid)

(a) Qualification Requirement

1. Registration: Bidder quoting for the bid shall have registration (Electrical) in appropriate class with GETCO only.
2. Experience: Bidder should have experience of executing work as main contractor with GETCO only. For experience, Attested Xerox copy of work orders executed from GETCO only and satisfactory completion certificate from respective department should be submitted. **(In 3-A Format only, also read prequalification criteria as given on previous page)**
 - The Bidder must have an experience of subject tender as under:
 - a) The bidder should have experience for insulator replacement of minimum 500 String (Single/Double) of tension /Suspension insulator in 132KV or above voltage class in last three financial years. OR Bidder must have experience in executing similar nature of works (Replacement of D-Shackle work) in 132Kv or Above line for minimum of 50 % value of estimated cost of tender in last three years with the documentary evidence, preferably photocopy of orders & 3A form secured from GETCO as satisfactory completion certificate from respective departments.
(As a Main Contractor).
 - b) Bidder should have necessary tools and man power.
3. Latest Bank Solvency certificate of 20% of the tender value is required to be furnished by the bidder along with technical bid.
4. PF registration.
5. Payment of Tender fee and EMD
6. Details of Partners/Directors of the Firm/Company, Partnership deed if applicable.
7. Copy of power of attorney as the case may be.
8. GST registration copy.
9. The bidder should have to submit copy of PAN card.
10. Electrical contractor licenses copy to be submitted with technical bid.
11. Last 2-year Income tax return copy.
12. Name of Vendor and its approval letter from corporate office from which Material purchase.
13. Undertaking in respect of reference to NCLT under Insolvency & Bankruptcy Code.
The undertaking is to be furnished by the bidder in its bid as per the format attached and shall be deemed to be part of the bidding schedule and submitted along with QR Bid. (Annex.06)
14. Declaration for Relationship with employee. (Annex.9)
15. ANNEXURE- 1 to 10 **(All Declaration should be submitted as duly signed copy instead of just fixing image of signature on all the declaration.)**
16. Technical bid (All pages of TENDER i.e. technical specification & condition etc. of TENDER with stamp & signature. Also, all the annexure must duly have filled by bidder/'s)

All the documents should be self-attested.

Above all condition must be full fill for this work. Otherwise Tech. Bid disqualified. The GETCO reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

Price Bid : In separate cover with Technical bid cover.

Remark : It is the responsibility of the contractor to get it registration under GST and it shall be registration under proper service provider code and shall be produce challans at the time of submit the bills for payment.

Signature of Contractor

**Superintending Engineer
GETCO, Junagadh.**

Sr. No.	Name of Line	Work Description
1	132kV Gondal Haripur Line	Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh .

TENDER NOTICE NO. : _____

Sub: Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh.

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

- 1) I / we, the undersigned, have read and examined the Tender Notice No _____ along-with booklet of "General Terms and Conditions" in detail.
- 2) The price components for old-line materials in the bid are subject to firm price basis in line with Tender Specification and stand valid till completion of the contract, if awarded.
- 3) I / we declare that our bid is strictly in line with Tender Specification and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any, found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorised Representative Of Company / Agency

NAME: _____

STATUS: _____

Name of tendering Company

SEAL / STAMP

GENERAL TERMS AND CONDITION OF CONTRACT

1.0 General Particulars

- 1.1 The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh** for strengthening of 220 KV transmission lines on towers structures all detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Scope of the proposal and Work

- 2.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility for a particular Lot, completely covering Dismantling, Stringing, Testing and Commissioning of 220 KV Transmission lines on towers structures specified under the accompanying Technical Specifications. It will include among others as specified therein the following:-
- b) Insurance, Dismantling, Stringing, testing and commissioning of line.
- 2.2 No deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.
- 2.3 Bids not covering the above-cited entire scope of works may be treated as incomplete and will be rejected.
- 2.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.
- 2.5 This specification covers the detailing like Dismantling, Stringing, & commissioning and handing over in ready to switch on condition to GETCO complete including fixing of accessories on line.

The scope shall include **Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh** 220/132/66 KV Transmission lines on **Towers** / 'H' frame structures etc with required tree cutting on entire line for adequate clearance and safe charging.

3.0 Project Particulars

Name of Project: **Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh.**

System Data	1. System Voltage and	:	132 KV
	System of Earthing	:	Pipe type /Counter poise earthing
	2. Rated frequency	:	50 Hz ± 5%

4.0 Bidding Costs

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

5.0 Bid Documents **Details of Documents**

The tender should be published in two parts Part – I : Technical bid which consist of all documents is given in technical bid list &

PART – II : **Price Bid. : In separate cover with Technical bid cover.**

6.0 Knowing the Bid Documents

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

7.0 Clarifications on Bid Documents

- 7.1 In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than the due date of opening of technical bid. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation, All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.
- 7.2 Any verbal/telephonic clarifications and information given by the Owner or his employee (s) or his representative(s) will not in anyway be binding on the Owner.

8.0 Amendment of bidding document:

- 8.1 At any time prior to the deadline for submission of Bids the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).
- 8.2 The amendment will be notified in writing on n-procure/web site is Bidding document to the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 8.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.
- 8.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

PREPARATION OF BIDS

9.0 Language of Bid:

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

9.2 Bid Format

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

10.0 Local Conditions:

- 10.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 10.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

11.0 Documents comprising the Bid:

- 11.1 The Bidder shall complete the Bid form inclusive of Technical Data Requirements etc. furnished in the Bidding Documents.
- 11.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and GCC (Detail of transmission line work executed with copy of completion certificate).
- 11.3 All Tender Documents/ formats are to be completed and filled in all respects and signed by the Company Authorized Signatory wherever specified.
- 11.4 The Bid Guarantee shall be furnished in a separate cover in accordance with clause at GCC.

12.0 Bid Price:

- 12.1 The Bidder shall indicate, in the appropriate price schedules, through n-procure/Web. For erection/R&M, commissioning of line the GST component is already mentioned.
- 12.2 **The Bidder shall specifically note that the Tenders are invited on Firm Price on percentage base.**

13.0 Bid Security / EMD:

- 13.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of to be paid as under:

In the form of RTGS/NEFT/Online drawn in favor of Gujarat Energy Transmission Corporation Limited payable at GETCO JUNAGADH

- 13.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant par as elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- 13.3 Any bid not secured in accordance with above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
- 13.4 Unsuccessful Bidder's bid EMD will be returned/refunded on finalization of tender or three months from the date of submission of tender whichever is later.
- 13.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee
- 13.6 The bid EMD/SD/guarantee may be forfeited.

- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:

- b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract), left the work site/denied to work OR any other reason.

14.0 Format of Bid:

- 14.1 The Bidder shall prepare one copies of the bid, clearly marking each "Technical bid", as appropriate. In the event of any discrepancy between them the ON line bid shall govern.
- 14.2 The all copies of the bid shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons have to sign on all pages of the bid, except for un-amended printed literature.
- 14.3 The Bidders must submit the qualifying data in one copy as required in these Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, super scribed as under:
QUALIFYING DATA FOR THE : Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh.
- 14.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 14.5 Bids shall be submitted as under:

Cover-1 Qualifying Requirements.

Cover-2 Technical Bid Must contains conditions and schedules of Part-II Technical Data Requirement Sheets.

(Cover I, II and III will be collectively called Technical Bid).

Price Bid: In separate cover with Technical bid cover.

15.0 Signature Of Bids:

- 15.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must sign and sealed by the Bidder with his usual signature. Names of persons signing should also be typed / printed below the signature.
- 15.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name; followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).
- 15.3 Bids by Corporation / Company must be signed with the legal name of the Corporation / Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation / Company in the matter.
- 15.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 14.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

- 15.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 15.7 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

16.0 Sealing and marking of bids:

- 16.1 Cover-I 1. Bid No.
 2. Due dates for opening
 3. Reference of tender fee & earnest money deposit
- Cover-II 1. Bid No.
 2. Due date for opening.
 3. Qualifying Requirements.
- Cover-III 1. Bid No.
 2. Due date for opening
 3. Technical bid & reference and required certificates

Price Bid: In separate cover with Technical bid cover.

Cover-I, Cover-II & Cover-III shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for against Bid No..... due on..... containing Cover-I, Cover-II & Cover-III of this tender.

The Tech. Bid/Price Bid shall be submitted by RPAD or through speed post services at the Office of the **SE GETCO-Junagadh**, Bids submitted should be posted with due allowance for any postal delay. The Bids received after the due date & times of opening are liable to be rejected. Telegraphic/Telex/Fax/e-mail/Courier Bids shall not be entertained.

- 16.2 The Bidders shall seal the each copy of the bid in an inner and an outer envelope, duly marking on the envelopes.

16.3 a. Addressed to the Owner at the following address:

**OFFICE OF THE SUPERINTENDING ENGINEER
TRANSMISSION CIRCLE OFFICE JUNAGADH
66 Kv Zanzarada S/s Compound, Opp. NandBava Gaushala, Dhandhusar Road,
Zanzarada(Junagadh)**

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

- 16.4 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".
- 16.5 If the outer envelope is not sealed and not marked as required, the Owner will assume no responsibility for the bid's misplacement or premature opening.
- 16.6 The Bid Security conditions must be submitted in a separate sealed envelope.

17.0 Deadline for submission of bids:

- 17.1 Bids submitted by telex / telegram/courier etc will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner. Tech. bid/Price Bid submitted through RPAD OR speed post only.

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

18.0 Late Bids

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

19.0 Modification and withdrawal of bids:

- 19.1 The Bidder may not modify or withdraw its bid after the bid's submission.
- 19.2 No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.
- 19.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

20.0 Information required with the proposal:

- 20.1 The Bidder, along with his Proposal, shall submit a list of recommended erection tools and tackle, name of supplier for cement, RCC, earthing material, NP/DP/CIP etc must be reputed supplier approve by GETCO which will be required for the purpose of erection & commissioning of line and materials supplied under the Contract.
- 20.2 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

BID OPENING AND EVALUATION

21.0 Opening of bids by owner:

- 21.1 The Owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding document. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 21.2 The Bidder's names, Technical modifications, Bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.
- 21.3 The price bids will be open of the bidder who provide all documents as per qualification requirement.
- 21.5 No electronic recording/transmitting devices will be permitted during Bid opening.

22.0 Purpose of evaluation of bids:

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

23.0 Policy for bids under consideration:

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

24.0 Clarification of bids:

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

25.0 Preliminary Examination:

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

25.2 Arithmetical errors will be rectified on the following basis:

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

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

- 25.4 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.

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

26.0 Award Criteria

- 26.1 The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

- 26.2 In case of award of Contract on a bidder there shall be one contract for erection & commissioning of transmission line.

27.0 MATCHING OF END COST:

- 27.1 In case the GETCO decides to award contract on matching end-cost basis, the bidder has to reduce all the quoted rates proportionately. The reduction on overall basis will not be accepted (i.e. all unit rates of erection schedule shall be reduced proportionately by difference in percentage). The confirmation for matching end cost shall be given within 7 (seven) days from the letter from GETCO.
- 27.2 Further, the Owner reserves the right to award separate contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

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

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

29.0 Notification of award:

- 29.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.

30.0 Signing of contract:

- 30.1 At the same time as the Owner notifies the successful Bidder that his bid has been accepted, the Owner will send the Bidder the detailed of Award, incorporating all agreements between the parties.
- 30.2 Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.
- 30.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within 15 (Fifteen) days of notification of Award.

31.0 DEFINITION OF TERMS

- 31.1 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.
- 31.2 'Owner' shall mean the Gujarat Energy Transmission Corporation Ltd. Vadodara or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 31.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 31.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 31.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.

- 31.6 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 31.7 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 31.8 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 31.9 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 31.10 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 31.11 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 31.12 Site Engineer 'Inspector' shall mean the Owner owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 31.13 '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.
- 31.14 'Order' shall mean the official letter issued by the Owner informing the acceptance of the Tender.
- 31.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 31.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 31.17 'Week' shall mean continuous period of seven (7) days.
- 31.18 Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 31.19 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.
- 31.20 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.
- 31.21 '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, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 31.22 'Guarantee Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 31.23 'Drawing', 'Plans, shall mean all:

- a) Drawings furnished by the Owner to the Contractor during before execution of work / the progress of the work; and
- b) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner after duly approved.

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

- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
- b) Electricity Act 2003 and Rules & Regulations made there under.
- c) Indian Factory Act, 1948 and Rules and Regulations made there under.
- d) Indian Explosives Act, 1884 and Rules and Regulations made there under.
- e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
- f) A.S.M.E. Test Codes.
- g) A.I.E.E. Test Codes.
- h) American Society of Materials Testing Codes.
- i) Standards of the Indian Standards Institution.
- j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- k) Indian Telegraph Act 1910.

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

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

31.27 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

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

- a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
- b) 'Constructed' shall also mean 'erected and installed'.
- c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

31.28 **'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.**

32.0 APPLICATION

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

33.0 STANDARDS

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

34.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be

written in English language. The Metric System of measurement shall be used exclusively in the Contract.

35.0 Price Basis:

35.1 The Price shall be quoted on firm basis.

35.2 The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account or for change in quantity.

37.0 GST:

GST will be applicable as per prevailing rules. However GST will be reimbursed on production of necessary proof i.e. GST challan as per norms of GETCO if applicable.

38.0 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 withheld the GST x amount of contractor and it shall be reimbursed on production of documents evidences of payment made by contractor

The Contractor has to submit invoice to GETCO indicating following.

Name, address and GST registration no. of the service provider Name and address of person receiving the service i.e. GETCO Description and value of taxable service provided. The total GST payable thereon with bifurcation of GST payable by service provider and service receiver.

- Contractor has to also supply tax invoice as described under GST rules and Regulation indicating GSTINo.

38.1 PRICES:

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

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

38.2 Goods and Service Tax (GST) :

The F.O.R. Destination prices are including GST and Cess as applicable which will be paid extra on a given

taxable goods and/or services within the original contractual delivery period. The amount of GST, Percentage (%) 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).

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

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

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

GST at the applicable rate will be levied on the total of schedule B. GST will be subject to CGST, SGST, UTGST, IGST act and rules, regulation and notifications issued by government from time to time. Contractor has to classify the supply / services according to the HSN / SAC of CGST Act, 2017. GETCO also reserve the right of classification in case of any misclassification of goods / services.

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.

The amount of GST in the invoice will be reimbursed subject to matching of transaction in GST return. In case of mismatch, amount of GST will be retained from the subsequent invoice of the contractor. For final bills, GST will be retained and reimbursed on matching the same in GST return and after receipt of request from the contractor.

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

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

INPUT TAX CREDIT BENEFIT :

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

38.3 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 Sub-Station, transmission lines, EPC/Turnkey

projects and civil works.

- (2) Contractor shall get registered under welfare cess act before commencement of work. Office of the factory inspector is authorized at present as a registering authority.
- (3) The welfare cess @ 1% is considered in the price schedules, so the bidders are requested to quote accordingly.
- (4) GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment.
- (5) The contracts for which supply of 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.

38.4 Statutory Variations:

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

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

GST Registration on GETCO's web portal:

The Bidder should have to take registration under the "GOODS AND SERVICE TAX(GST)". Bidder has to register online in given link before bidding. Link for the same is www.getcogujarat.com/gst. The certified Xerox copy of such registration shall have to be submitted along with the bid by the bidder.

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

PENALTY FOR DELAY/RECOVERY (if applicable)

The completion time allowed for carrying out the work should be strictly observed. For any delay, penalty will be levied at the rate of ½ % per week or part there of on delayed portion of the work subject to ceiling of 10% of **total contract value plus GST as applicable will be imposed.** If any recovery is applicable as per GETCO's rules and regulation, it will be deduct along with GST will be imposed (if applicable).

In event of failure of the contractor to pay the amount of penalty as demanded, the Owner shall be entitled to deduct the amount of penalty for delay from the amounts payable under any other contract with the GUVNL and its subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL,PGVCL, UGVCL. It is permissible for the owner to adjust the amount of Penalty of delay against any bank Guarantee furnished by the contractor under this contract or any other contract with GUVNL and/or its subsidiary companies.

38.5 Income Tax

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

38.6 Octroi:

All the royalty charges, Octroi and other duties & all taxes will be paid by the contractor and no extra be claimed on this account.

GUARANTEES & LIABILITIES

39.0 GUARANTEE

- 39.1 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 **twelve (12) 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.
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 The acceptance of the erection work by the Engineer shall in no way relieve the Contractor of his obligations under this clause
- 39.7 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.
- 39.8 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.

40.0 Time Schedule:

- 40.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.
- 40.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.
- 40.3 The completion schedule as stated in the special conditions of contract shall be one of the major factors in consideration of the bids.

- 40.4 The owner reserves the right to request for a change in the work schedule during pre- award discussions with successful bidder.
- 40.5 The successful bidder will be required to prepare detailed PERT Network/ detailed Bar chart and finalize the same with the owner as per the requirement.

41.0 TIME – THE ESSENCE OF CONTRACT

- 41.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 41.2 The Contractor shall submit a detailed bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.
- 41.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.
- 41.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.
- 41.5 Time limit for this work is 3 Months from date of commencement given by EIC.
- 41.6 After awarding the work but then after contractor not complete OR deny to carry out work, then same shall be completed from others on behalf of awardee contractor's risk & cost.

42.0 Any legal matter subject to Junagadh Jurisdiction only

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

44.0 PENALTY FOR DELAY:

- 44.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in work beyond Contractual cut off date stated as per stipulated work period shall be subject to the penalty at the rate of ½ % of the value of work executed after due date of completion per week with a ceiling of 10 % plus GST of the total contract value.

In event of failure of the contractor to pay the amount of penalty as demanded, the Owner shall be entitled to deduct the amount of penalty for delay from the amounts payable under any other contract with the GUVNL and its subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVCL, DGVCL, PGVCL, UGVCL. It is permissible for the owner to adjust the amount of Penalty of delay against any bank Guarantee furnished by the contractor under this contract or any other contract with GUVNL and/or its subsidiary companies.

- 44.2 The penalty will be deducted from bills payable either against this contract or any other amount payable under any other contract with the GETCO.
- 44.3 Tenderer shall have to supply all materials to match with the erection activities.
- 44.4 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay.

45.0 DELAYS BY OWNER.

- 45.1 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.

- 45.2 In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost

46.0 Presentation of Bills

- 46.1 Monthly R.A Bills for erection 90% value of work executed in original with one copy shall be submitted to concern EE (TR) for passing and processing for payment.
- 46.2 Balance 10% payment for erection shall be released only after finalization of material account and passing of final bill only. The contractor has to submit the final bill along with the material consumption statement and other required data of the work carried out within 3 months from the date of completion of work.
- 46.3 All the bills in accordance with the above clauses must be submitted with the following information:
- a) Item wise work done during billing period.
 - b) Item wise cumulative work done.
 - c) Account for material consumed and balance stock.
- 46.4 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.

CONTRACT SECURITY AND PAYMENTS

47.0 PAYMENT

- 47.1 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.
- 47.2 Currency of Payment: All payments under the Contract shall be in Indian Rupees only.

48.0 Payment Schedule

Payment shall be as per contract price schedule agreed based on unit rate. The final price schedule shall be based on approved drawings & BOQ.

48.1 Application for Payment

- 48.2 The Contractor shall submit application for the payment.

- 48.3 Each such application shall state claim amount and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site in the application and for the period covered since the last preceding certificate, if any.
- 48.4 Every interim payment certificate shall certify the Contract value of the Works executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.

48.5 Mode of Payment

- 48.6 The payment for the work executed, taxes and duties (whenever admissible) for erection portion of the Works shall be made direct to the Contractor by the Owner.
- 48.7 All payments under the Contract shall be made as stipulated in the Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as specified in the relevant Contract conditions, which will include the Material Inspection Clearance Certificate issued by the Owner. Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.

49.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses that the Owner may have paid, for which under the Contract the Contractor is liable or the Owner will claim any other retention award. 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.

50.0 Terms of Payment

- 50.1 The payment for height raising of conductors etc. of transmission line shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of erection work.

50.2 For works.

- (1) 90% payment of amount claimed covering various activities such as **Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under AM Division Junagadh under Circle Junagadh** including insulator hoisting works against R.A. bills duly certified by EIC within 60 days from the date of R.A. bill.
- (2) Balance 10% of work value shall be paid within 60 days against commissioning of transmission line and only after settlement of material account statement of items issued, erected as per inventory and crediting of balance material line material the same amount will be release in final bill only and payment will be made only after passing of final bill.
- (3) If net payable amount is more than Rs.10.0Lacs, payment will be released from corporate office.

51.0 TAKING DELIVERY AND INSURANCE:

- 51.1 The contractor has to keep line materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till taking over of the line by GETCO.
- 51.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 51.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the GETCO.

51.4 STORAGE-CUM-INSURANCE: -

- 1.0 The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100% cost of sub-station/line materials, which are required to complete the sub-station /line. Bidder shall have to take the comprehensive **Marine cum Erection (MCE)** insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over of the sub-station/line by GETCO. **However, if the work is not completed within the stipulated time limit as mentioned into work order, the MCE shall be extended by the contractor up to the work completion and taking over the line or S/S by GETCO. Moreover, the charge of extension of insurance shall be borne by contractor if the delay is attributed to the contractor. The charge for extension of insurance shall be reimbursed by GETCO to the contractor on production of proof for extension of MCE if the delay is attributed on the part of GETCO.**
- 1.1 The contractor shall deal directly and pursue the claim with the insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful contractor shall be furnished/ submitted to Engineer-in-charge of GETCO
- 1.2 **No material shall be issued to bidder/erection agency in absence of such insurance policy. The risk shall be covered for lifting of materials from store to final handing over to GETCO. Further in absence of the above insurance policy, R.A. bill payment will be withheld.**

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

52.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

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

- 52.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages / loss by way of repairs and / or replacement of the equipment, damaged / lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform Owner in writing at least sixty (60) days in advance regarding the expiry / cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 52.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 52.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.
- 52.5 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

53.0 Contract Quality assurance:

- 53.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.
- 53.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed Programme shall form a part of the Contract.
- 53.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor-supplied materials. The quality assurance program shall be furnished for each material separately for approval.

54.0 Erection Tools And Tackles:

The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. However such tools tackles brought to the site for purpose of erection, handling testing & commissioning shall remain property of the contractor and can be taken back after completion of the work.

55.0 Brand Names:

- 55.1 The specific reference in these specifications and documents to any material/equipment by brand name makes or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternatively material/equipment.
- 55.2 The bidder shall note that standards for workmanship material and equipment, and reference to brand name of catalogue numbers designed by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specification.

56.0 CONTRACT DOCUMENTS

- 56.1 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, General Terms and Conditions of Contract and all other documents included under Part I and the Special Conditions of Contract.
 - b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.
 - c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
 - d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.
 - e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.
- 56.2 In the event of any conflict between the above mentioned documents the matter shall be referred to the Chief Engineer whose decision shall be considered as final and binding upon the parties.

57.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 57.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 57.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 57.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.
- 57.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's performance under the Contract if required by the Owner.

58.0 CONSTRUCTION OF THE CONTRACT

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

- i) For providing all other services like inland transportation, insurance for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment material supplied under the “First Contract” and any other equipment / materials given by the owner for transport from owner’s stores, insurance, unloading storage handling at site installation testing & commissioning.

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

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

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

59.0 JURISDICTION OF CONTRACT

- 59.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of **Junagadh** shall have exclusive jurisdiction in all matters arising under this Contract.

60.0 EXECUTION OF CONTRACT:

- 60.1 The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.
- 60.2 The Agreement, unless otherwise agreed to, shall be signed within **10** days of the acceptance of the Letter of Award, at the office the Owner at **Junagadh** on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 60.3 The Agreement will be signed in copies to be specified and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.
- 60.4 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contract.

61.0 ENFORCEMENT OF TERMS

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

62.0 COMPLETION OF CONTRACT

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

63.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 63.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials up to the standards of the specifications. In case, the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such Works or furnish all such equipment/ material provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.
- 63.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Owner of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by the Owner to the Contractor in respect of such defective equipment/material. Should the Owner not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Owner under the Contract for such defective equipment/materials.

64.0 PATENT RIGHTS AND ROYALTIES

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

65.0 DEFENCE OF SUITS

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

66.0 LIMITATION OF LIABILITIES

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

67.0 ENGINEER'S DECISION

- 67.1 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.
- 67.2 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.
- 67.3 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.

68.0 POWER TO VARY OR OMIT WORK

- 68.1 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.
- 68.2 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.
- 68.3 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.
- 68.4 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.

68.5 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.

68.6 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. 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.

69.0 SUB-LETTING OF CONTRACT

69.1 No sub letting work allow during contract period. Initial to up to final, work must be carried out by awarding contractor only.

70.0 CHANGE OF QUANTITY

70.1 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 GCC 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 the extent of 15%(Fifteen Percent) of the contract price by way of suitable amendment to the contract.

70.2 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, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

71.0 PACKING, FORWARDING AND SHIPMENT

71.1 The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the work completed and commissioned. He shall be solely responsible for proper storage and safe custody of all material.

72.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with 3 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.

73.0 NO WAIVER OF RIGHTS

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

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

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

the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

75.0 PROGRESS REPORTS

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

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

76.0 TAKING OVER

Upon successful completion of all the tests to be performed at Site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate. In the event of completion of pre commissioning tests carried out jointly, if tenderization of the substation is prevented for reasons not attributable to the successful bidder, the Preliminary Acceptance Certificate shall be given within 30 days of pre commissioning tests.

77.0 TRANSFER OF TITLE

- 77.1 Transfer of title in respect of equipment and materials supplied by the Contractor to GETCO pursuant to the terms of the Contract shall pass on to GETCO with negotiation of dispatch documents.
- 77.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.
- 77.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

78.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

79.0 DEMURRAGE, WHARFAGE, ETC.

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

80.0 FORCE MAJOR

- 80.1 Force major 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.

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

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

81.0 SUSPENSION OF WORK

- 81.1 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.
- 81.2 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.

82.0 CONTRACTOR'S DE FAULT

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

If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith to execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of

the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and if the sum that the Contractor is entitled to be paid plus the costs incurred by the Owner in completing the works, exceeds the Contract Price or the entire works if entire works have been completed or the price for part of the works if part of the works have been completed, the Contractor shall be liable for such excess.

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

82.2 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.

82.3 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.

83.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

83.1 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.

83.2 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.

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

84.0 FRUSTRATION OF CONTRACT

- 84.1 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 84.3 below.
- 84.2 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.
- 84.3 In the event referred to in sub-clauses 84.1& 84.2 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.

85.0 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.

86.0 DISPUTE RESOLUTION MECHANISM

1. Amicable settlements

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 to 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 86.0** 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.

87.0 RECONCILIATION OF ACCOUNTS

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

88.0 LABOUR LAWS:

- 88.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
- 88.2 Contractor shall maintain a valid labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
- 88.3 The Contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with are as under:
- i) Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.
 - ii) Payment of deposit in respect of each contract labour as per GOVT rules & regulation.

- iii) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
- iv) Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
- v) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
- vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
- vii) Payment of compensation in case of accidental injury.
- viii) Provision of crèche if the female laborers employed are more than 30.
- ix) Maternity Leave as per the provisions of the Maternity Benefit Act.

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

89.1 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

89.2 DEPOSIT LINKED INSURANCE SCHEME

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

89.3 ADMINISTRATIVE CHARGES:

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

89.4 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 labour that shall be duly verified, approved and certified by the authorized Officer of the GETCO.

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

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

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

89.7 CONTRACTOR TO INDEMNIFY THE GETCO:

The Contractor shall Indemnify the GETCO and every member officer and employees of the GETCO also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be

made against the GETCO or Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The GETCO shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the contractor shall indemnify and keep indemnified the GETCO against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

89.8 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

- a) The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day of the last day of the month in respect of the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs. 100/- per each day or as per the prevailing rules of labour laws.
- b) The Contractor shall give his Telephone Number and Address to the GETCO, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

89.10 REGISTRATION WITH PROVIDENT FUND OFFICE

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

89.11 Termination of Contract:

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

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

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

89.12 To cancel the contract.

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

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

90. RIGHTS OF THE OWNER

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Owner shall be entitled to withhold and also

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

Lien in respect of Claims in other Contracts:

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

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

Relationship with employee:-

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

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

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

Conflict of Interest among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.**

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf

in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf of only one principal.
- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

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

APPROVAL OF VENDOR & INSPECTION BY GETCO REPRESENTATIVES:

- Bidder has to take Approval of Supply Vendor from which they want to procure Material.
- Supply Material must be purchase from GETCO Approved Vendor only.
- Material dispatch only after Complete Inspection procedure of GETCO and Dispatch Instruction issued.

PART - I (B) (ECC)

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.
- 1.2 The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws.
- 2.2 All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the GETCO. Should any such inspection or registration need to

be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration also shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 ACCESS TO SITE AND WORKS ON SITE

- 4.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.
- 4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.
- 4.3 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

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

9.0 PROGRESS REPORT

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

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOUR

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

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space

Land for Contractor's Store, Workshop etc.

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

13.2 Electricity:

If contractor required power supply than he will apply to concern DISCOM & any expenditure occurred, paid by contractor. The power consumed shall be charged at the prevailing tariff rate will be paid by contractor.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

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

14.2 First-aid

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

14.3 Cleanliness

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

15.0 LINES AND GRADES

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

16.0 FIRE PROTECTION

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

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

17.0 SECURITY

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

18.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

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

19.0 MATERIALS HANDLING AND STORAGE

- 19.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 19.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.
- 19.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
- 19.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 19.5 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.
- 19.6 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 19.7 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 19.8 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 19.9 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which Contractor shall strictly comply.

20.0 CONSTRUCTION MANAGEMENT

- 20.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and

other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

- 20.2 The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.
- 20.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- 20.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

21.0 FIELD OFFICE RECORDS

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

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

- 22.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 22.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 22.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

24.0 INSURANCE

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

24.2 Workmen's Compensation Insurance

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

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

24.3 Comprehensive General Liability Insurance

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

- 2.4.4 The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.
- 24.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

25.0 UNFAVOURABLE WORKING CONDITIONS

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

26.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

27.0 WORK & SAFETY REGULATIONS

- 27.1 The Contractor shall ensure proper safety of all the workmen, materials, 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 the Engineer, as he may deem necessary.

- 27.4 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of GETCO in this regard.
- 27.5 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by Engineer or by the person authorized.
- 27.6 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- 27.8 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. The Contractor only shall use good and standard quality of material.
- 27.9 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
- 27.10 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- Satisfy the Engineer that the appliance is in good working condition;
 - Inform the Engineer of the max. current rating & voltage of the appliances;
 - Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 27.11 The Engineer will not grant permission to connect until he is satisfied that;
- The appliance is in good condition and is fitted with suitable plug;
 - The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 27.12 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 27.13 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 27.14 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor provide medical facility / treatment & to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 27.15 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.

27.16 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.

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

- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both himself & his fellow employees.
- c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
- d) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

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

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

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

28.0 CODE REQUIREMENTS

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

29.0 Detail Scope of work:

TECHNICAL SPECIFICATIONS:

General Conditions :

1. The contractors shall at their own expense make all necessary provisions for housing, water supply, and sanitary arrangements for their employees as well as for works and shall pay direct to the authorities concerned, all rates and taxes.

2. The contractor shall make their own arrangements for the necessary approach, road, for transport of their materials and be responsible for the compensation on account of damage to crop etc. & shall till completion of work.
3. All the royalty charges, Octroi and other duties & all taxes will be paid by the contractor and no extra be claimed on this account.
4. Godowns or sheds hired or constructed for storing of controlled materials and more particularly of cement shall be such as would prevent the materials from getting damaged in any way.
5. It will be absolutely incumbent on the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge. Materials that have been rejected must on no account be allowed to remain on the site, and in spite written order to do so, any such rejected material is on the site beyond a period of 48 hours notice, the Engineer-in-charge shall have the right to remove it, at the risk and cost of the contractors and even to destroy it.
6. It must be distinctly understood that conditions of contract and of claims in respect of extra work, will not be allowed unless the works to which they relate is clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in specified manner.
7. On completion of the work, the site shall be cleared by the contractor within the stipulated period, and ground brought to original state and they shall not be entitled for any extra claim on this account.
8. General Specifications of the relevant Indian standard specification shall also apply.
9. Damage to work clause:
The works whether fully constructed or not and all materials, machinery plant tools, temporary buildings and other things connected there shall be at the risk and in the sole charge of the contractor, until the works have been delivered, completed to the satisfaction of the Engineer-in – charge and certificate from him to the effect is obtained. Until such delivery, the contractor shall at their own cost, take all the precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plant tools. Temporary buildings and other things connected with the works, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, shall forthwith within the possible speed, reinstate and made good such loss or damage at contractor's own cost.
10. Any components or part of the work shall not be given to any sub-contractor without approval of the competent authority of the Corporation. The whole responsibility of the execution of the work, as per the terms and conditions of the contract, will entirely rest of the main contractor. The main contractor shall always keep his responsible representative, preferably a technical hand, on work site with powers to sign M.R.s. and take necessary decision and implement the instructions issued in the interest of efficient execution of the works.
11. The Engineer-in-charge will fix the hours of work, and no work shall be executed beyond that period, during night time or in absence of the Engineer-in-charge of his authorized agent. The box measures shall be filled only in the presence of the engineer-in-charge or his authorized agent.
12. Contractor will be asked to present the sample of materials, and the approved samples will be preserved at the site of work, and no charge in the approved sample will be allowed, without the written permission of the Engineer-in-charge.
13. In any work is not executed according to the specifications, and the directions of the Engineer-in - charge, the same will be rejected, and the contractor has re execute the same without any financial implication to the Corporation.
14. Contractor will have to communicate the name of his authorized agent, who shall be present on the works, and shall be authorized to sign the material requisitions, receive instruction given verbally or on the order book, on behalf of the contractor.
15. The contractor will have to sign the conditions of contract, and execute the agreements, send the list of previous works executed, solvency certificate and pay up the security deposits, falling to that, the tender will be rejected and earnest money deposited will be forfeited. The value of the stamp paper and stamp duty charges shall be borne by the contractor.
16. Tenderer must return the form of tender, with the specifications and the schedule of quantities, and rates and other schedules only signed on each page. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
17. Before submitting his tender, unit rates, which shall be for the finished work complete, including charges involved in testing, maintenance for a period of 12 months, the tenderer shall closely

examine the specifications and carefully study the drawings and all documents, which form a part of the contract, to be entered into by the accepted tenderer.

18. The Tenderer must visit the site of works and see for himself the site conditions regarding water, labour conditions rates approach road during all seasons and all other matters affecting the works before submitting the tender.

19. The submission of tender by a contractor implies that, he has read these instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done, and of conditions and rates at which stores will be issued to him, and local conditions and other factors bearing on the executions of the work. The Corporation will not therefore, after acceptance contractor's rate, pay any extra charge for lead or for any other reason. In case the contractor is found later on, to have misjudged the site conditions.

20. The tender document shall be written legibly and free from erasure, over writing or conversions of figures. Correction where unavoidable, shall be made by crossing out, initialing, dating and rewriting.

21. The Corporation or its officers, who accept tender, shall have the right of rejecting all or any of the tenders, and will not be found to accept the lowest offer not to assign any reasons whatever, for the rejection of any tender or all tenders.

22. The tender notice to tenderers shall form a part of the contract.

23. The entire work is to be completed, within the stipulated time limit from the date of issue of letter for commencement of the work by field office. The contractor will not be eligible for any extra for the idle period of works, or waiting period that may be required to suit other consideration, and no claims for compensations on account of such, will be considered. However in case of delay due to circumstances beyond the control of contractors, either in date of commencement or due to, waiting during construction, extension in time may be considered for completion of works, without any penalty to the Corporation.

24. The contractor shall keep full time qualified Civil Engineers at the site, who shall be fully authorized to receive and comply with such instructions, as given by the Executive engineer. The name of such Engineer with his qualifications and experience shall be intimated by the contractor.

The Executive Engineer shall have the right to demand the removal of any technical personnel, skilled or unskilled workmen, who in his opinion are considered to cause bad workmanship in the execution of works or to cause indiscipline.

25. The department reserves the right to make any change in the design and the plans of the works and the contractor shall be bound to carry out them at the rates tendered. No claim or compensation will be allowed on this account.

26. Bills shall be submitted by the contractor monthly on or before the date fixed by the Executive Engineer, for all works executed in the previous months.

27. Should this tender be accepted I /We hereby agree to abide by and fulfill all the terms and provisions of the "Tender & contract for works" as applicable, and in default thereof to forfeit and pay to the Corporation the sums of money due.

28. The contractor shall keep instruction book on site, for taking site instruction from time to time. This book shall be made available on site whenever asked for.

29. The contractor shall pay wage to the workers, as per minimum wages act as declared by the Government time to time.

30. The contractor shall follow all labour laws of Govt.

31. Contractor shall arrange for testing of material to be used in the work or finished product, if desired by the Executive Engineer. The provision shall be made in the unit rate quoted for this.

32. The full value of the "Earnest Money Deposit" paid herewith, shall be forfeited to the Corporation, if the contractor fails to deposit the full amount of specified security deposit, within stipulated time.

TECHNICAL SPECIFICATION

TECHNICAL CONDITION

1. The Stub strengthening/erection/Replacement/Mechanical strengthening work should be carried out according to the specification and as per instructions & programmed laid out by the D.E/J.E. / Executive Engineer-in-charge of the work.
2. The quantities mentioned in the accompanying schedule only approximate, Actual quantities will be decided after detailed survey and same may decrease or increase according to the local condition; the

- department reserves the rights for revising or omitting any of the quantities. The quantities actually executed by the contractor will be calculated at the rate given in the contract schedule of the rates.
3. The tender shall remain open for acceptance at least for a period of six months from date of tenders.
 4. The Gujarat Energy Transmission Corporation Ltd. does not bind itself. to accept the lowest or any tender the Superintending Engineer, Junagadh reserve the Right to reject any or all tender without signing any reasons whatsoever.
 5. The contractor should employ as Engineer as supervisor with sufficient qualification and experience who could supervise the execution of work throughout He should always be present on the site as far as possible.
 6. The contractor shall be responsible for breakages, losses & thefts of material during transit or erection after the materials are issued from stores will, the completed work is taken over by the GETCO.
 7. The erection/Replacement work should be commenced within seven day from the date of receipt of instructions from an office of the GETCO and should be completed within stipulated time limit.
 8. Foundation of legs of tower concreting is broken as per inst of EIC and not damage the any portion of tower and stub GI materials with existing pit base.
 9. Concreting made as per schedule B ratio. All providing materials are inspected from EIC.
 10. Quaring of water as per 1 month from date of concreting days biases.
 11. Chimney are rapping with vibrator machine must require.
 12. Welding of Stub with GI channel as per inst of EIC and after paint from Zink base standard ASIAN make silver paint.

GENERAL INSTRUCTION:

1. All tools & tackles requiring for this work will have to be arranged by Contractor, no any tools & tackles will be supplied by GETCO.
2. Existing H Frame DP structure, top channel & angles are very old. Hence while carrying out work all required safety precautions are to be taken by contractor to avoid any accident on line or accident to contractor's worker.
3. Replaced materials without any damage during replacement to be credited from site to GETCO store as instructed by EIC & they are to be transported properly as directed by I/C Engineer.
4. Contractor should have to give the material account after completion of works.
5. The contractor has to complete the work within prescribed time limit otherwise penalty shall be charged as per GETCO rules.
6. The work should be carried out according to the specification and as per instructions and programme laid out by the Executive Engineer and EIC of the work.
7. The excavation around the deteriorated girder portion shall be restricted to bare minimum.
8. The quantity of concreting for strengthening of "H" frame structure is taken in general but if looking to the site condition if more /less concreting will be required then the work should be carried out as per the instruction of Engineer, However please note that total quantity should not be increased beyond order quantities.
9. The girder strengthening exercise should not taken up during cyclonic and flood like situation.
10. After the concreting, the top shall be properly slopped to prevent stagnation of water around stub.
11. In case of soft rock, the back filling is to be done mixing cement slurry (approximately one bag per cubic meter of soft rock material) In case of hard rock, the chipped of rock material shall be dumped back using 1:5 cement mortar.
12. Proper record of all the materials used and work carried out shall be maintained.
13. Surprise checking of strengthening activity will be carried out by Circle without prior intimation to site supervisor.
14. Excavation should be done carefully only to expose the deteriorated girder portion having suspected corroded portion inside. Excavation shall be done manually.
15. The deteriorated girder need not be unfastened. The deteriorated portion shall be cleaned with wire brush, sand paper and cloth and applied one coat of red oxide and Two coat of black colour.
16. All 'H' frame A,B,C, type structures, tension guys are to be fully concreted and wind guys shall be concerned for 0.6 Mtr. Height only.
17. Red oxide and zinc rich paint shall be applied after tack welding of nuts.
18. The quantity mentioned in price bid is tentative and may vary in actual work order.

- 19.1 The Contractor shall ensure that at the end of each sub-activity the surplus materials are immediately removed from the work-site to avoid loss and injury to the public.
- 19.2 The Contractor has to return all surplus materials after reconciliation of material account in good and useable condition and settle final bill including signature in all relevant papers required for passing of final bill within three month from the date of charging / commissioning of line.
- 19.3 The contractor has to return empty Conductor / Earth wire Drums if it is Steel Drum. For wooden Drums, contractor has not to return the empty Conductor/Earth wire Drums for the conductor/ E.W used for this line.

20 SPECIAL TECHNICAL CONDITIONS:-

1. All erection work is to be carried out as per the manual of OEM (Original equipment manufacturer), FQP, approved drawing, specification and instruction of E.I.C. The erection work should be carried out according to the specification and as per instructions and programme laid out by the Engineer in-charge of the work. 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.
2. All erection work includes erection insurance to be arranged by the contractor at his cost.
3. All the required tools and tackles like compression jointing machine for conductor, earth wire, cutting machine, welding set, drill machine, etc are to be arranged by the contractor at his cost. Cutting, bending, welding, brazing, wherever necessary is to be done by the contractor.
4. All the work related to the transmission line like detailed survey, check survey, tower/DP foundations, material testing, tower/DP erection, stringing, final testing, etc should be carried out as per GETCO'S standard FQP for transmission line. 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.
5. Successful bidder has to appoint site engineer to maintain site register and FQP as per ISO. 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.
6. All work should be done according to ISO & FQP and all required documents including filled FQP, testing results, etc should be submitted while handing over the line.
7. Contractor has to ensure safe shifting dragging erection of all equipments to comply with labour laws I.E. rules etc. All the works shall be carried out in accordance with latest rules under Electricity Act.
8. Earthing pit activities should be done in such a way in presence of GETCO supervisor that final earthing pit resistance should be recorded as per standard.
9. Contractor has to make arrangement for skill labours for assisting to commissioning engineer as and when required as per instruction of Engineer in charge. Complete installation shall be put to the necessary test as required and shall be got approved by Government Electrical Inspector.
10. After completion of project successful bidder has to submit all the records like Final as build check survey, profile, clearance, foundation register, soil classification record, stringing chart, material inventory sheet etc in hard and soft copy for handing over the project.
11. All items / materials shall be installed / erected in accordance with specified manuals/technical guide lines of the manufacturer and as per instruction of EIC. Contractor shall purchase all brought out items as per schedule-B with taking prior approval from **Executive Engineer (Tr.), GETCO, Junagadh**. Any item without approval shall not be permitted and GETCO shall not be responsible for accept such items.
12. Contractor has to submit the planning bar chart before starting the work in kickoff meeting.

Use of Materials:

- I. The contractor shall have to use the best quality of materials in the work, as per the specifications and relevant I.S. codes. In case Corporation desires to carry out any field test/laboratory test for any materials required for the work, the contractor shall arrange for the same at his own cost. Further, for any finished works such as masonry, plastering, cube testing for all important concreting work etc., if any testing is required same shall be arranged by the contractor at his own cost. The contractor shall have to maintain the regular records for such testing and shall submit along with each R.A. bills.
- II. No collection of materials shall be made before it got approved from the Engineer-in-Charge.

- III. Materials, if and when rejected by the EIC shall be immediately removed from site of work.
- IV. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the contractor.
- V. Approval to the samples of various materials given by the EIC shall not absolve the Contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such material being rejected by E.I.C.
- VI. Approval to any of the executed item for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawing and specification.

PART - I (C) (SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars :

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

2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by **RTGS/NEFT/Online at Junagadh** drawn on any Scheduled Bank in favour of Gujarat Energy Transmission Corporation Ltd. Will be furnished in Cover-1 of Bid along with EMD (Bid Security).

3.0 Earnest Money Deposit (EMD) :

- (a) The estimated cost of Tender **EMD by RTGS/NEFT/Online in favour of Gujarat Energy Transmission Corporation Ltd. on any Scheduled Bank in Junagadh.**

Payment by Cheque / Co-op Bank Guarantee/ Company Guarantee is not permissible.

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

- 4.0 Declaration by Bidder:** The Bidder shall sign the Declaration enclosed to this SCC and not furnishing the same will make the Bid invalid.

PART - I (D)

COMMERCIAL TERMS AND CONDITIONS FOR DISMANTALLING AND RESTRINGING WORK:

- 1.0 Any legal matter subject to Junagadh jurisdiction only.**

- 2.1 SCOPE:**

- 2.1.1** The work covered under this section consist of

- i) Preparation of Sag tension charts and its approval from Board. Necessary details of spans and pole schedule of the transmission lines shall be handed over to the successful bidder along with the order. For 66 KV lines on 'H' frame structures preparation of sag tension chart is not required.
 - ii) Taking delivery of line material from the Board, checking them, transporting to

contractor's stores and keeping in safe custody,

- iii) To take suitable storage-cum-erection insurance,
- iv) Distribution of all materials to erection site.
- v) Removal / dismantling of old line material such as conductors, earth wire, insulators, hard wares conductor and earth wire accessories etc. Transporting the same to the Contractor's stores, clearing of work site and disposal of such dismantled material at no extra cost to the Board.
- vi) Payment of old line material cost to the Board.
- vii) Payment of compensation for tree cutting, crop damage, clearance of way leave, removal of obstructions, hindrances etc. by the GETCO.
- viii) Providing and fixing of Number plates, Danger Plates, Phase plates and Circuit identification Plates for (D/C lines) to existing towers as per the given drawings appended with the specification.
- ix) Insulator hoisting, stringing of conductors/earth wire with providing jumpers etc.
- x) Maintaining of joint record of following activities:
 - a) Paving of drum numbers from location to location for ACSR conductor and earth wire.
 - b) Compression results before and after dead end joints & Mid span joints for conductor & earth wire including jumper cones.
 - c) Critical ground clearances.
- xi) Guarantee of all the activities carried out from (i) to (xi) above for satisfactory operation & performance of the line

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

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

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

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

2.1.6 Quantities of various activities are to be executed by the contractor at the rates accepted by the Board in the A/T. In case of any deviation in length of line, resulting into an increase in which event the field officer shall obtain prior approval of the Head Office and excess quantity shall be paid only at the accepted rate of the A/T.

2.1.7 The work beyond contractual ceiling amount shall be done only after Approval from the Board.

2.2 EARNEST MONEY DEPOSIT: Ref. Cl. 3.0 of PART – I (C) (SCC)

2.2.1 Bidders have to pay EMD at the rate of 1% of the value for work + 2% of the value of payment of cost of old line materials of lot/ lots quoted along with the tender by DD in favour of GETCO payable at Junagadh. **Cheques are not accepted. Corporate Bank Guarantee not allowed.**

2.2.2 EMD of the unsuccessful tenderers will be returned after placement of the order with the successful tenderer and when the tenderer returns the original receipt of the EMD together with the advanced stamp receipt to the Superintending Engineer (TR) of the GETCO.

2.2.3 If the Tenderer fails to superscribe / indicate on the envelope containing bid, the details of EMD deposited by him, Board shall not accept any responsibility and offer shall be rejected / shall not be opened and shall be returned to the bidder.

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

2.3 SECURITY DEPOSIT:

2.3.1 The successful tenderer has to pay security deposit within **10** days of receipt of LOI.

2.3.2 The successful tenderer will be required to pay an amount equivalent to **5%** of the value of the order as a Security Deposit for satisfactory execution of the Contract. Such Security Deposit will be payable either in DD/Bank Guarantee. Bank guarantee from Scheduled /Nationalized Banks will be acceptable if the amount of security deposit payable exceed Rs. 1,00,000/- Bank Guarantee will be accepted, they should have a clear one time validity till the completion of the order in all respect and up to the expiry of the Warrantee period from the date of completion of work.

2.3.3 The successful tenderer will be required to pay an amount equivalent to 5% of the order value as a Security Deposit.(if SD more than Rs. 1,00,000.00 BG will be accepted)

The conditions of BG are as follows: -

- 2.3.4
1. GETCO will accept the BG issued by nationalized banks and renowned private sections banks i.e. ICICI bank, HDFC Bank and Kotak Mahindra Bank which shall also be in accordance with the circular issued by the finance department, Govt. of Gujarat from time to time.
 2. The bank guarantee should have clear one-time validity till the completion of facilities in all respect. Bank guarantee for interim period will not be allowed. If for any reason, the contract period is extended, the contractor should undertake to renew the bank guarantee at least one month before the expiry of the validity, failing of which corporation is at liberty to redeem the same, without entering in to further correspondence in the matter.
 3. There should be a "claim period" of at least one month after expiry of the Bank Guarantee.
 4. For lodgment of claim for invocation of bank guarantee, the clause should specifically state that the said BG can be presented at the local branch of the issuing bank.
 5. For Invocation of BGs, a written application from the GETCO should be sufficient for lodgment of concern office's claim.

CORPORATE BANK GUARANTEES NOT ALLOWED & CHEQUES ARE NOT

ACCEPTED.

Board has discontinued the registration of contractors as class A, B, C and as such it will not be applicable for the current tender under issue and all successful contractors has to pay S.D. as stated in clause No.2.3.2 /2.3.3.

2.4 PREPARATION OF SAG TENSION CHARTS.

- 2.4.1 The route of the line shall be as per the drawings/pole schedule given by the Board.
- 2.4.2 Before commencing the work, you will get from the Engineer in charge of the works all the data that have been collected of the proposed route of transmission lines, which will be marked on blue prints and pole schedule where ever possible.
- 2.4.3. The Contractor shall have to prepare sag tension chart according to appended format only. The Contractor shall collect all required data / parameters of Transmission lines from Gujarat Energy Transmission Limited before preparation of Sag Tension charts.
- 2.4.4 Before commencing of stringing work, the contractor must obtain the approval of Sag Tension Chart showing final Sags and Tension for various temperature and spans from Engineer in charge. Stringing work shall be executed strictly according to the approved sag tension chart only. Copy of Approved Sag Tension chart shall be submitted to EE (Tr).

2.5 TAKING DELIVERY AND INSURANCE:

- 2.5.1 The contractor has to take delivery of line materials from carriers / GETCO's Stores against Indemnity Bond and keep them in safe custody and transport to the respective sites and will be fully responsible for any damage or loss of all materials at any stage during transportation or stringing or taking over of the line by GETCO.
- 2.5.2 The line materials required for stringing work will be issued from the GETCO's Stores only after production of valid insurance policy by the Contractor.
- 2.5.3 The Contractor has to open site store nearby the route of the line and ensure for safe custody of all the stored materials at his own cost.
- 2.5.4 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected / strung by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the GETCO.
- 2.5.5 The contractor shall take suitable storage cum erection insurance cover for the entire project including all materials, which are required to complete the line. You shall have to take line wise insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over of the transmission line by the Board, in the joint name of you and the Gujarat Energy Transmission Corporation Limited. The Board shall however, authorize you to deal directly and pursue the claim with the Insurance Company and you shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim.
- 2.5.6 The premium paid to Insurance Company for this purpose shall be reimbursed by the Board to you at actual against submission of original documentary proof. You shall obtain competitive quotations for such insurance and shall take prior approval from the Board before taking the insurance.

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

2.6 RIGHT OF WAY, WAY LEAVE, TREE CUTTING AND OTHER OBSTRUCTIONS

- 2.6.1 All statutory clearances and permissions from various statutory bodies / Govt. authorities like forest Department, Railway, Aviation Authority, Maritime Board, National High Way Authority, right of way and way leave etc. wherever required along the entire route of the transmission line shall be arranged by the GETCO.
- 2.6.2 The successful bidder with JE/DE GETCO shall have to also arrange for Right of Way and tree clearance. The contractor & JE/DE GETCO should immediately clear any obstructions or hindrance from local villagers or the local authorities in the execution of the work so that there is no delay in execution/completion of various activities and awarded work is completed in the schedule completion period.
- 2.6.3 For clearances, permissions etc. from various authorities, the Contractor shall not remain contented by simply informing the Board, but shall invariably assist and arrange for personal follow up to overcome the difficulties in the interest of progress of the work.
- 2.6.4. The contractor shall instruct his labours and staff to use minimum area while doing the work where there are standing crops. No persons of the contractor should pick up any items from the standing crops or fruit. The contractor should take all possible steps to avoid or minimize damages to the standing crops.
- 2.6.5. For clearance of way leave permission/obstruction etc. GETCO will payments including that for crop compensation shall rest with the contractor.
- 2.6.6 Falling of trees, tree cutting and crop compensation thereof shall be organized and paid by the GETCO. The cost of cutting the trees shall also be born by GETCO. Board's field officer shall render necessary helps for fixing the compensation through Horticulturist Department or other local revenue authority like Talati/Mantri/Sarpanch. The amount so to be paid shall also to be approved by the GETCO's field officer not below the rank of Executive Engineer in charge.
- 2.6.7. For necessary forest clearance, the processing will be done by the GETCO and the payment to the central government/state government for compensation of forest clearance will be paid by the Board as necessary.

2.7 ACCESS TO LOCATIONS/USE OF PRIGSTE ROAD/APPROACH ROAD TO SITE:

- 2.7.1 It will be the contractor's sole responsibility to take the materials up to the location in path way, temporary road, temporary bridge required will have to be provided by the contractor at his own cost. If, for any reasons the above is not feasible, the contractor at his own cost shall have to arrange transportation of line materials by head loads.
- 2.7.2 The contractor will be deemed to be very well familiar with the route of the transmission line before giving the offer. Notwithstanding the difficulties of terrain, location, approaches, way leave and other obstructions the price quoted for all the items covered in the tender shall not undergo any change at any stage or shall be

granted by the Board for any special rates/consideration.

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

REMOVAL/ DISMENTALLING OF OLD LINE MATERIAL:

2.8.

- 2.8.1. Before commencing the stringing work conductors, Hardware, insulators hard wares and conductor/earth wire accessories of old line shall be removed from the existing tower / h-frame structures. Contractor shall check the towers / H-frames for its safety for execution of dismantling / stringing work.
- 2.8.2. In case of S/C line above work is to be carried out in cold conditions during arranged / given outage.
- 2.8.3. 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.
- 2.8.4. Necessary precautions shall be taken by way of providing guys, rollers, etc for safety of towers and work shall be executed in such a way not causing any damage to tower cross arms or tower body or tower foundations
- 2.8.5. Any damage that may occur to existing tower / H-frames during stringing/dismantling work shall have to be made good by the contractor at no extra cost to the GETCO, including supply of towers / H-frame structures or part thereof, their foundations including excavation, erection, earthing etc. required for safety and satisfactory performance of the line. All such activities are to be carried out at no extra cost to the Board and in a schedule completion period. No extension in completion period shall be allowed on such account.
- 2.8.6. 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.
- 2.8.7. Contractor has to pay cost of the old-line material that is to be retained by him as per the terms and conditions indicated in the tender specification.

2.9 INSULATOR HOISTING AND STRINGING:

- 2.9.1. The rates for stringing of conductors for river crossings shall be on per KM basis only and shall be paid according to actual work done. In case special river crossing towers are suspension type the river crossing shall mean river crossing section considering the span from one anchor tower to the other end anchor tower i.e. Span between tension towers adjacent to river crossing towers. Where as if the special towers are tension type the special crossing shall mean span from special tower to special tower of other end.
- 2.9.2. The rate of dismantling/stringing of single circuit on double circuit tower line for the work to be carried out with one circuit in live condition.
- 2.9.3. The empty drums of conductor and earth wire shall be retained by the contractor and no recovery shall be made from the contractor on this account.
- 2.9.4. **REVENUE LOSS:** The outages of the other crossing lines for stringing work should be planned in such a manner in consultation with the Engineer in charge of the work that minimum shut down of other power lines are required. Recovery against revenue loss to the Board due to time over run of the schedule outages, will be decided by MD (Tech.) and the amount if any, on the revenue loss account will be clubbed with penalty clause so that maximum liability towards recovery against revenue loss and penalty shall be

limited to the extent of maximum of 10% of labour component of the contract i.e. erection part.

2.10 PROVIDING AND FIXING OF PLATES :

- 2.10.1 Number plates, danger plates (for appropriate voltage class), Circuit identification plates for double circuit tower lines shall be procured and supplied by the successful contractor as per the specification/drawing appended with this specification. Phase plates (set of three plates) i.e. Red, Yellow, Blue shall be procured and supplied by the successful contractor and fixing at all terminal towers, Major road crossing towers, Railway crossing towers, River crossing towers & EHV line crossing towers.

2.11 COMPLETION PERIOD:

- 2.11.1 The contractor is required to commence the various activities after the issue of order and confirmation of outage by the Board for particular line and shall complete the all activities in all respect as per completion period indicated.
- 2.11.2 Letter Of Intent shall be issued to the successful bidder and the successful bidder has to complete the preliminary activities including joint inspection with Gujarat Energy Transmission Corporation Limited field staff within 21 days from the date of issue of Letter Of Intent.
- 2.11.3 Detailed technically and commercially cleared order shall be issued for each lot. The completion period in working months shall be reckoned from the date of intimation of confirmed outage for each line separately. Outage of lines covered under the contract shall be arranged and confirmed within 90 days of placement of order. Outage of other lines to execute work on particular line will be arranged simultaneously to avoid delay in work on daily basis. The contractor has to execute the work within the outage period. The contractor shall inform advance programme for execution of work to Board's concern officer well in advance for arranging outages of other power lines.
- During the execution of work, in case of stoppage of work is envisaged beyond 7 days, advance notice for demobilization will be given by the Board. If the particular line is required to be taken in to service, the completion period will be extended by the break period plus 4 days extra for each such break towards mobilization / demobilization activities. Under no circumstances outage period will be extended.

2.12 PENALTY FOR DELAY:

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

In event of failure of the contractor to pay the amount of penalty as demanded, the Owner shall be entitled to deduct the amount of penalty for delay from the amounts payable under any other contract with the GUVNL and its subsidiary companies i.e. GETCO, GUVNL, GSECL, MGVL, DGVCL, PGVCL, UGVCL. It is permissible for the owner to adjust the amount of Penalty of delay against any bank Guarantee furnished by the contractor under this contract or any other contract with GUVNL and/or its subsidiary companies.

- 2.12.2 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the GETCO.
- Tenderer shall have to supply all materials to match with the erection activities.
- 2.12.3 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay.

2.13 PRICES:

- 2.13.1 Rates are to be quoted only on firm price basis.
- 2.13.3 The prices accepted by the GETCO shall remain firm and valid till completion of the contract for the main order and for additional order / repeat order awarded if any.
- 2.13.4 No revision in prices once accepted in the order awarded shall be entertained / considered by the GETCO.

2.15 GST LEVIES AND DUTIES:

- 2.15.1 In accordance with the scope of the work, this is a labour contract for erection from the "Free Issue" materials; hence the x GST shall be leviable, if applicable.
- 2.15.2 No extra duties, taxes, levies etc. is payable during the execution of work unless there is statutory change. The statutory change should not be construed to mean the interpretation of taxing authority from time to time. However amount due to statutory change shall be born by the Board.
- 2.15.3 In case of works contract value exceeding Rs. one crore, works contract tax shall be deducted at source as per GETCO/Govt. rules of the net value payable as per GST. However if contractor desires payment without deduction of taxes, he has to obtain and produce certificate from competent authority of GST department to that effect.

2.16 INCOME TAX:

- 2.16.1 Income tax at source at the prevailing rate will be deducted from your bill in accordance with the provisions of Income tax Laws and to that effect a certificate will be issued to the Contractor.
- 2.16.2 The bidder will have to submit latest income-tax clearance certificate along with the offer.

2.17 TERMS OF PAYMENT:

- 2.17.1 Payment shall be made as under:
 - i) Up to 95% of the total value of the work done will be paid against monthly running account bills to be submitted to the Engineer-in-Charge of the transmission Division concerned. The Board shall release the payment against RA bill with in a maximum period of 60 days on submission of bill by you to the Engineer in charge of Transmission Division.
 - ii) Balance 5% payment due will be made at the end of 12 months from the date of handing over of the line or 12 months after completion of the line to the satisfaction of the Superintending Engineer (Tr. Junagadh) at his absolute discretion whichever is earlier.
- 2.17.2 The payment of above balance 5% amount due will be made only after a material account statement of items received and used or returned to stores is settled. Any discrepancy in the quantities will have to be made good by the contractor or deduction of its cost as per Board's ledger value or market value whichever is higher, plus 15% supervision charges will be made while settling the balance payment. This value of materials shall be prevailing on the date of submission of the final material account to the Board.

2.18 PRESENTATION OF BILLS:

- 2.18.1 Bills for 95% value of the work carried out during each calendar month as per above

Clause shall be submitted in triplicate to Deputy Engineer / Ex. Engineer (Tr.), In charge of the works at the end of that particular month, who will in turn process the same and forward it to Executive Engineer (TR), In charge of the works, for necessary payment. These bills shall be serially numbered.

- 2.18.2 Bills for 5 % value of the work done as per above clause shall be submitted to Deputy Engineer (TR), in charge of the works, who will in turn process them and forward them to Executive Engineer (TR), In charge of the work for necessary payment. These bills shall be serially numbered.
- 2.18.3 The Contractor has to submit the final bill along with all required data of works carried out within 3 months from the date of commissioning of the line.
- 2.18.4 All the bills (in accordance with above Clauses) must be submitted with following information: -
- Item wise work done during billing period i.e., respective month.
 - Item wise cumulative work done.
 - Account for tower materials & bolts-nuts, accessories consumed and balance stock.
 - Account of cement consumed, wastage's and balance stock.
 - Account of line materials consumed, wastage's and balance stock.

For non-submission OR part submission of above information an additional 5 % amount of the respective R.A.Bill will be with held and released only at the time of final bill.

2.19 MATERIAL ACCOUNT:

- 2.19.1 On completion of the work, all surplus line materials etc. Shall be returned by the contractor to the stores of the Board, as per the instructions of the Engineer-in-charge of the works at no extra cost to the Board.
- 2.19.2 The contractor shall submit the complete materials account immediately after the work is completed and in any case not later than 3 months from the date of completion or handing over of the line, whichever is earlier.

2.20 WASTAGES:

- 2.20.1 The contractor shall make every effort to minimize the breakages, losses and wastage's of line materials etc. supplied "Free of Cost" by the Board for line erection work.
- 2.20.2 The maximum ceiling for wastages permitted is as under:

Sr.No.	Item	% Wastages permitted (Maximum)
i)	Conductor and earth wire.	½ % (for jumpering, sister wire & sag).
ii)	Conductor and earth wire.	½ % (for credit as scrap of cut-piece length (from 10 Mtrs. up to 30 Mtrs.))
iii)	Conductor and earth wire.	2 % (for credit in pieces as good conductor from 30 Mtrs. to 100 Mtrs.).

- 2.20.3 All the wastages are accountable except for items (i) of Clause No.2.20.2. The account of permissible wastages shall be maintained at site in the registers as prescribed by the Engineer-in-Charge of works, which will be subjected to periodical checking by purchaser's authorized representatives.

- 2.20.4 The account of wastages shall also be submitted on monthly basis (with running accounts bills) to the Engineer-in-Charge of works. The copy of R.A. Bill shall also be submitted to the concerned Superintending Engineer (TR).

2.21 TESTING OF LINE FOR SATISFACTORY OPERATION AND PERFORMANCE:

- 2.21.1 After completion of the work, as mentioned in Clause No. 2.1 - Scope of this Section, the contractor will ensure that all works connected with line have been completed correctly as per Indian Electricity Rules and procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out subsequently, shall be set right forthwith by the contractor at his cost. The contractor shall arrange to hand over the complete line immediately on completion of the line.

2.22 PROGRESS REPORT:

- 2.22.1 Fortnightly progress reports in duplicate shall be regularly submitted to the SE (TR), with a copy to concern Ex. Engineer (TR) and Deputy Engineer (TR) In charge of works. The Contractor shall also maintain register.

2.23 SITE VISIT:

- 2.23.1 The Engineer-in-Charge of the works or his representative will be free to visit the contractor's works, their site stores and erection site and also verify the purchaser's materials in the custody of the contractor, as and when required.

2.24 WARRANTY:

- 2.24.1 The executed work will be covered under warranty period against any defect arising from erection workmanship for a period of 18 months from the date of completion of line or 12 months from the date of handing over of the line to the satisfaction of Superintending Engineer (Tr. GETCO-Junagadh), at his sole discretion, whichever is earlier.

2.25 QUANTITIES:

- 2.25.1 Quantities given in the tender are to be executed by the contractor at the rate accepted by the Board in the A/T. In case of any deviation/tower quantity / length of line, resulting in an increase in which event the field officer shall obtain prior approval of the Head Office and excess quantity shall be paid only at accepted rate of the A/T.

2.3 DAMAGES TO THE BOARD'S PROPERTY:

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

2.4 GST:

Will be apply as per GOVT/GETCO prevailing rules.

PART - I (F)
TECHNICAL PARTICULARS

3.1 SCOPE:

- 3.1.1 The work covered under this section consist of

- i) Preparation of Sag tension charts and its approval from Board. Necessary details of spans and

pole schedule of the transmission lines shall be handed over to the successful bidder along with the order. For 66 KV lines on Tower/'H' frame structures preparation of sag tension chart is not required.

- ii) Taking delivery of line material from the Board, checking them, transporting to contractor's stores and keeping in safe custody,
- iii) To take suitable storage-cum-erection insurance.
- iv) Distribution of all materials to erection site.
- v) Strengthening of tower cross arms if required by fabrication and galvanizing of members and fixing it with required size and numbers of bolts, nuts at no extra cost to the Board.
- vi) Removal / dismantling of old line material such as conductors, insulators, hard wares conductor accessories etc. Transporting the same to the Contractor's stores, clearing of work site and disposal of such dismantled material at no extra cost to the Board.
- vii) Payment of old line material cost to the Board
- viii) Payment of compensation for tree cutting, crop damage, clearance of way leave, removal of obstructions, hindrances etc by GETCO.
- ix) Providing and fixing of Number plates, Danger Plates, Phase plates Circuit Identification Plates (for D/C lines) to existing towers as per the given drawings appended with the specification.
- x) Insulator hoisting, stringing of conductors / earth wire with providing jumpers etc. up to sub-station gantries at both ends and making LILO arrangement with one circuit in Live conditions where ever applicable.
- xi) Maintaining of joint record of following activities:
 - a) Paving of drum numbers from location to location for ACSR conductor and earth wire.
 - b) Compression results before and after dead end joints & Mid span joints for conductor & earth wire including jumper cones.
 - c) Critical ground clearances.
- xii) Guarantee of all the activities carried out from (i) to (xi) above for satisfactory operation & performance of the line.

3.1.2 The successful contractor shall carry out all addition / alteration required to complete the line for successful commissioning.

3.1.3 The GETCO will supply insulators, insulator-hard wares, conductor accessories, conductor, ground wire, ground wire accessories, etc. Required for stringing of transmission line

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

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

3.1.6 The contractor shall be fully responsible for completing all the above works till the complete line is taken over by the Board.

3.1.7 The method of stringing are not dealt with in detail but are left to the Contractor who shall exercise his own judgment with regards to actual handling of materials and in deciding upon the best methods to be adopted for all the activities keeping in view the safety of tower and erection crew.

- 3.1.8. The successful bidder shall carry out all the stringing works in accordance with the sag tension charts approved by the Board.

3.2 PREPARATION OF SAG TENSION CHARTS :

- 3.2.1 The route of the line shall be as per the drawings/pole schedule to be Given by the GETCO.
- 3.2.2. The successful bidder shall also arrange visit of proposed line route jointly with GETCO's representative for important marks coming along the route and submit sag tension calculations for approval of Superintending Engineer (TR). The work shall be commenced only after approval of the same.
- 3.2.3. The Contractor shall have to prepare Sag tension chart according to appended format only. The Contractor shall collect all required data's / parameters of Transmission lines from Gujarat Energy Transmission Corporation Limited before preparation of Sag Tension charts.
- 3.2.4. Before commencing the work, you will get from the Engineer in charge of the works all the data that have been collected of the proposed route of transmission lines, which will be marked on blue prints and pole schedule where ever possible.
- 3.2.5 Before commencing of stringing work, the Contractor must obtain the approval of Sag Tension chart showing final Sags and Tension for various temperature and spans from SE (TR). Stringing work shall be executed strictly according to the approved Sag Tension Chart only. Copy of Approved Sag Tension chart shall be submitted to SE (TR), concerned EE (TR) for record and field use.

3.3 TAKING DELIVERY AND INSURANCE :

- 3.3.1 The contractor has to take delivery of line materials directly from the Board's store. The line materials that will be issued by the Board will be in "as is where is "condition at the stores centre of the Board in that area during working hours of working days. The contractor will be fully responsible for any damage to or loss of all materials at any stage during transportation or stringing.
- 3.3.2 The line materials required for stringing work will be issued from the Board's Stores mentioned in Schedule-6, Part-A of Section-E IV to read with footnote indicated therein, only after production of valid insurance policy by the Contractor. No line materials for stringing shall be issued to the contractor in absence of valid insurance policy and payment of cost of old line materials.
- 3.3.3 The Contractor has to open site store nearby the route and ensure for safe custody of all the stored materials at his own cost.
- 3.3.4 The Contractor shall have total responsibility for all the materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the Board.

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

- 3.4.1 All statutory clearances and permissions from various statutory bodies/Govt. authorities like Forest Department, Railway, Aviation Authority, Maritime Board, National Highway Authority, right of way and way leave etc. wherever required along the entire route of the Transmission lines shall be arranged by the GETCO.
- 3.4.2 The Right of Way will be arranging by GETCO. The contractor should immediately clear any obstructions or hindrance near work execution area so that there is no delay in

execution/completion of various activities and awarded work is completed in the schedule completion period.

- 3.4.3 For clearances, permissions etc. from various authorities, the Contractor shall not remain contended by simply informing the GETCO, but shall invariably assist and arrange for personal follow up to overcome the difficulties in the interest of progress of the work.
- 3.4.4. The contractor shall instruct his labours and staff to use minimum area while doing the work where there are standing crops. No persons of the contractor should pick up any items from the standing crops or fruit. The contractor should take all possible steps to avoid or minimize damages to the standing crops.
- 3.4.5. For clearance of way leave permission/obstruction etc. will be arrange by GETCO any payments required to be made thereof including that for crop compensation/tree cutting will be paid GETCO.
- 3.4.6 Falling of trees, tree cutting and crop compensation thereof shall be organized and paid by the GETCO. GETCO's field officer shall go for fixing the compensation through Horticulturist Department or other local revenue authority like Talati-Mantri, Sarpanch. The amount so to be paid shall also to be approved by the GETCO's field officer not below the rank of Executive Engineer in charge of work.
- 3.4.7. For necessary forest clearance, the GETCO will do the processing and the payment to the central government/state government for compensation of forest clearance will be paid by the GETCO as necessary.

3.5. ACCESS TO LOCATIONS/ USE OF PRIGSTE / APPROACH ROAD TO SITE:

- 3.5.1 It will be the contractor's sole responsibility to take the materials up to the location in path way, temporary road, temporary bridge required will have to be provided by the contractor at his own cost. If, for any reasons the above is not feasible, the contractor at his own cost shall have to arrange transportation of line materials by head loads.
- 3.5.2 The contractor will be deemed to be very well familiar with the route of the transmission line before giving the offer. Notwithstanding the difficulties of terrain, location approaches, way leave and other obstructions, the price quoted for all the items covered in the tender shall not undergo any change at any stage or shall be granted by the Board for any special rates/consideration.
- 3.5.3. The Contractor shall have to make necessary arrangement/permission for use of private/forest/canals for transportation of materials, construction crew and tools at his own cost. Any charges levied by the concerned parties/authorities for use of such road etc. shall be born by the contractor.

3.6. REMOVAL/DISMANTALLING OF OLD LINE MATERIAL :

- 3.6.1. Before commencing the stringing work conductors, insulators, hard ware's and conductor/earth wire accessories of old line shall be removed from the existing tower.
- 3.6.2. In case of old D/C line above work including removal of earth wire is to be carried out in Hot line conditions i.e. one circuit on D/C towers in live conditions. The work is to be completed in given/arranged outage.
- 3.6.3. In case of S/C line above work is to be carried out in cold conditions in a arranged/given outage.
- 3.6.4 Necessary tools and tackles shall be used for the safety of the erection crew as the work is to be carried out during hot line conditions.

- 3.6.5 Necessary precautions shall be taken by way of providing guys, rollers, etc for safety of towers and work shall be executed in such a way not causing any damage to tower cross arms or tower body or tower foundations
- 3.6.6. 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.
- 3.6.7. 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.
- 3.6.8 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.

3.8. PROVIDING AND FIXING OF PLATES:

- 3.8..1 Number plates, danger plates (for appropriate voltage class), Circuit identification plates for double circuit tower lines shall be procured and supplied by the successful contractor as per the specification/drawing appended with this specification. Phase plates (set of three plates) i.e. Red, Yellow, Blue shall be procured and supplied by the successful contractor and fixing at all terminal towers, Major road crossing towers, Railway crossing towers, River crossing towers & EHV line crossing towers.
- 3.8..2. The contractor shall fix above accessories (Plates) on existing towers, removing old ones including supply of Bolts and Nuts, washers etc. required for fixing such plates to all the towers and "H" frame structures of old lines.

3.9 INSULATOR HOISTING:

- 3.9.1 Suspension insulator strings / Silicon rubber insulator / long rod insulators shall be used on all tangent type towers and tension insulator strings on all small, medium, large angle and dead end type tension towers. Technical particulars of insulator strings are appended herewith.
- 3.9.2 Insulators strings / Silicon rubber insulator / long rod insulators shall be assembled on ground. These shall be cleaned and examined for hair cracks, chips or defective glazing (not exceeding half centimeter square) and then hoisted by careful handling. The work will include fixings of all hard wares and fittings in their proper places.

3.10 STRINGING:

- 3.10.1 Before commencing of stringing work, contractor must obtain approval of sag tension charts (these shall have to be supplied by the contractor) showing final sags and tension for various temperature and spans. The stringing chart shall be prepared according to appended format only.
- 3.10.2 The Contractor shall be responsible and will take care of proper handling of drums from stores to site. Sufficient numbers of aluminum snatch blocks shall be used for paving out the ACSR/AAA Conductors. Necessary precautions shall be taken to avoid conductor rubbing on the ground by providing adequate ground roller, rollers on supports. Additional rollers shall also be provided to cross-thorny hedges, footing and other obstructions to avoid scratching of conductor. The conductor and ground wire shall be made to sag correctly as per stringing charts before they are finally transferred to the hard wares for conductors and to clamp for ground wire. No joint should be made at less than 30 meters from the tower end and no joint shall be permitted in Railway, River, road and other important crossings spans. There shall not

be more than one joint in a span of each conductor. The sag Board, if used shall be adjusted to suit the sag indicated against actual temperature for an individual span. The thermometer shall be provided at the conductor point during the stringing work. Dynamometers shall be used in tensioning the conductors. All conductors shall be stressed to their maximum working load at the time of stringing, as per approved stringing charts.

- 3.10.3 The minimum clearance between the lowest point of conductor and ground shall not be less than required. All compression joints should be carefully made and a record of initial and final lengths of the joints jointly signed by Contractor and Board's representatives should be maintained. Check for sag should also be made at intervals when conductor is drawn up. Over stressing, causing damage to towers should be avoided. Care should be exercised not to over tension the conductor. Extra sag of 150 mm be allowed at all the important tension locations like Railway/River Crossings.
- 3.10.4 After being pulled the conductor/ground wire shall not be allowed to hang in the stringing sheaves for more than 72 hours, before being pulled to the specified sag. During the time the conductor / ground wire is on the stringing sheaves before sagging-in, it shall be ensured that the conductor / ground wire is not damaged due to wind, vibration, vehicles or other causes. Scaffolding should be used to cross the important roads and Railway Crossing for minimum interruption to traffic.
- 3.10.5 The conductor shall be pulled up to desired sag and left in serial stringing sheaves for at least one hour after which the sag shall be rechecked and adjusted, if necessary, before clipping in and transferring the conductors from the serial stringing sheaves to the suspension clamps.
- 3.10.6 Conductor shall be clamped within 24 hours of sagging. The sag will be checked in the larger spans of the section in case of sections up to eight spans and in one intermediate larger span also for section with more than eight spans.
- 3.10.7 The stringing sheaves, when suspended on the transmission structure for sagging, shall be so adjusted that the conductor will be on the sheaves at the same height as the suspension clamp to which it is to be secured.
- 3.10.8 The stringing of the ground wire shall be done in accordance with the stringing charts approved by the Board. The ground wire shall be strung to run continuously over the conductors. The ground wire shall be pulled, sagged and clamped-in from tension tower to tension tower before the phase conductors are pulled in that section. In case of double circuit line, stringing of ground wire shall be done in hot line condition i.e. one circuit on double circuit tower in live condition. For dismantling and stringing of earth wire of 66 kv D/C lines, practical difficulties if any shall be resolved at the time of execution of work.
- 3.10.9 All the line conductors shall be terminated at sub-station structures whose details shall be furnished by the Board at the appropriate time. The contractor shall fix strain insulators on the sub-station structures.
- 3.10.10 Armour rods and vibration dampers shall be fitted at each suspension tower before final clamping of conductor with Insulator strings. Vibration dampers shall be fitted at each tension tower after final clamping of conductor with insulator strings. Vibration dampers are to be fixed using aluminum tape with each clamping bolt and in correct vertical position in relation to conductor. Compression type joints are to be used for jointing of conductors. Each part connected with joints shall be perfectly cleaned by wire brush and properly greased before final compression. All the joints of conductors and earth wire shall be made in the best workmanship manner and shall be perfectly straight and having maximum possible strength.
- 3.10.11 Proper guys shall be provided to counter balance the paving out tension of conductor/ground wire at the tension locations, to avoid damage to towers and/or accident.
- 3.10.12 Stringing work shall mean, the activities of fixing of insulator and insulator hardware's,

paving, jointing, tensioning, clamping with Armour-rod, providing dampers, repairing of conductors (if any) and fixing the conductor at tension hardware's etc. in hot line condition i.e. one circuit in live condition for double circuit line or stringing in cold condition for single circuit line.

3.11 TESTING OF LINE FOR SATISFACTORY OPERATION & PERFORMANCE:

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

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

3.12 REGULATION OF LOCAL AUTHORITY.

3.12.1 The GETCO shall, through out the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way leaves, approval and permission required in connection with the regulations and bye-laws of the local or other authority which shall be applicable to the works. However, the contractor shall obtain all the necessary licenses/permissions as per central/state/local statutory bodies at his cost. All works shall be executed in accordance with the Indian Electricity Rules, 1956 / IE Act 2003 and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Board.

3.13 HANDING OVER OF LINE DOCUMENTS

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

- 1) Approved copies of stringing charts.
- 2) Details of spans and phase where mid span joint, repair sleeve used.
- 3) Locations-wise type and numbers of insulators, insulator hard wares, earth wire hard wares, conductor accessories etc., provided.
- 4) Separate detail of each crossing like road, river, railway, power line, P&T line, etc.
- 5) Technical particulars of conductor/earth-wire used. (To be obtained from the GETCO)
- 6) Details of compression type Dead end / Mid span joint for conductor and earth wire indicating dimensional details before and after compression.

3.14. GENERAL

3.14.1 The Contractor shall ensure that at the end of each activity the surplus materials are immediately removed from the work-site to avoid loss and injury to the public.

3.14.2 The Contractor has to return all surplus materials issued by the GETCO after reconciliation of material account in good and useable conditions.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

AM DIVISON JUNAGADH

PENALTY CLASUE FOR VIOLATION OF SAFTEY

Penalty Clause:

Penalty:

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

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

Reporting;

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

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

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

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

3.3 Safety equipments available and utilize.

Helmet.

Safety belt.

Safety shoes.

Live line Voltage detector

2 Safety procedure adopted.

Permit to work

Earthing at the place of work.

Adequate supervision.

T & P physical Check. (Healthiness and Quality)

P.P. rope.

Wire rope and sling.

Earthing rod

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

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

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 favour of the Gujarat Energy Transmission Corporation Limited (GETCO), Vadodara a State Transmission Utility under The Electricity Act, 2003 having its registered office at Sardar Patel Vidyut Bhavan, Race course, Vadodara.(hereinafter called as GETCO, which expression shall mean and include its legal representative, administrators assigns) has agreed under the terms and conditions of the contract No. _____ dated

_____ made between _____ and _____ for

the contract of the _____ value of Rs. _____
_____ interalia on production of Safety Cum Indemnity Bond.

We do hereby undertake and agree to Indemnify and keep Indemnified GETCO from time to time to the extent of Rs. _____ Rupees _____ only against any losses or damages, costs, charges and expenses caused to or suffered by reason of the CONTRACTOR while Project, R&M, O&M work including work carried out by outsourcing agency, failing to take proper care or not complying the guidelines given hereunder as per Annexure-A and instructions which may be given from time to time during the continuance of the contract and we further undertake to unconditionally pay the amount claimed by the GETCO on demand and without demur to the extent aforesaid. Whereas the CONTRACTOR has/have been awarded to execute the job/works under order No. _____, dated _____ for _____ issued by the GETCO after having observing necessary formalities, the details of which is described in the order No. _____ dated _____ and whereas the said job/works will be /likely to be done in places covered under Employees' State Insurance Act,1948 (ESI) and /or the Workmen Compensation Act,1923 and /or other laws relating to the Labour Management and Welfare Act. (Respective Amendments)

And whereas according to the condition of the Contract the CONTRACTOR is under obligation to execute this Safety cum Indemnity Bond before the commencement of actual execution of work Now the indenture witnesses that I/We the CONTRACTOR do hereby undertake to follow the guidelines as per Annexure-A prepared by the GETCO. Further we the CONTRACTOR agree that the GETCO shall be sole judge of and as to whether there has been any breach of the guidelines as per Annexure-A of this bond and as to the extent of the loss, damages, costs, charges and expenses caused to or suffered by the GETCO.

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

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

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

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

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

- e. That the CONTRACTOR is/are aware and accept that for the persistent or repeated violation of any guidelines as per Annexure-A and terms and conditions mentioned in this Safety cum Indemnity Bond, GETCO shall have right to terminate the contract of work issued to the CONTRACTOR.
- f. In case if any safety related fatal Electrical / Mechanical accident occurred to any employee of agency or outsider due to negligence or non-compliance of GETCO safety norms then in addition to the compensation and liability as per statutory requirement, contractor / agency is hereby agreed to pay the penalty amount as given below:

Sr. No	Amount of Contract in Rs.	Penalty amount
1	Up to 1 Lac	Rs. 5000/- plus GST
2	Above 1 Lac to 10 Lacs	Rs. 40000/- plus GST
3	10 to 100 Lacs	Rs. 100000/- plus GST
4	> 100 Lacs	1.0% Contract Value plus GST

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. Name of witness _____ Address _____ Sign

2. Name of witness _____ Address _____ Sign

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

INDEMNITY BONDKNOW ALL MEN BY THESE PRESENTS that we, Messer's _____
(hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of A/T No. _____ dated _____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of S/S / line) _____ and / or if any of the said materials, when inspected by any officer authorized by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnity and at all times keep indemnified the GETCO against all loss, damage and deterioration to the any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at

any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.

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

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

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

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

THE WITNESS WHERE OF: We the

Said M/S _____

(Signature of contractor)

(Seal of Firm)

Here to signed at _____

this day _____

In the presence of

1. _____ Name _____

_____ address _____

(Signature)

2. _____ Name _____

_____ address _____

(Signature)

CONTRACT AGREEMENT

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

This Agreement is made at Junagadh 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 **SE GETCO JUNAGADH** on behalf of the GETCO, a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression "The works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE GETCO has accepted the tender of contractors for the construction of the said works for the sum of Rs. _____ Rupees (_____) upon the

terms and subject to the conditions herein mentioned.

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

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms and conditions and stipulations contained in this contract, and in consideration of the due provision, executions, supply and completion of the works agreed to by the contractor as aforesaid the GETCO do hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender

schedule etc. attached with GETCO's Order No.

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

3. DISPUTE RESOLUTION MECHANISM

1. Amicable settlements

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 to 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 3 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.

SCHEDULE

List of documents forming part of the contract :

1. GETCO's Tender Specification No. _____ 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 hereto 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, Race Course, BARODA - 390 007.

In the presence of name, Full address and Signature :
(1) _____
(2) _____

Format for LOI Letter of Acceptance

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

Ref. No.

Date :

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

Sub: **Latter of acceptance of LOI**

Ref: AT/LOI No: _____, dated _____

We hereby agree, admit and acknowledge the receipt of your above referred Acceptance of Tender for the **Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Hariपुर line under AM Division Junagadh under Circle Junagadh.** We hereby further agree to all the terms and conditions mentioned in the tender, LOI and A/T unconditionally.

Thanking You,
Yours faithfully,

for _____

(Authorized Signature)
Designation _____
(Official Stamp)

A/T ACCEPTANCE LETTER:-

(TO BE SUBMITTED ON FIRM'S LETTER HEAD)

Ref. No.

Date:

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

Sub: A/T acceptance letter

Reference :

1. Tender No.: - _____
2. Letter of intent No:- _____
3. Work order/ A.T. No:- _____

We hereby acknowledge, agree and accept your Tender No. _____ and letter of intent No. _____ and Work order no. under reference above with terms and conditions mentioned therein for the **Tender For Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Hariपुर line under AM Division Junagadh under Circle Junagadh.**

(Signature) _____

NON-JUDICIAL STAMP PAPER OF RS. 300/- (Stamp Paper Validity Six months)

FORM OF BANKER'S UNDERTAKING

[For Performing Guarantee (PBG) towards execution / supply Period
As per Commercial Terms and Condition of Tender]

To,
The Superintending Engineer (TR)

BG. No. _____

Gujarat Energy Transmission Corporation Ltd,
Circle office,
Junagadh.

Issue Date _____
Expiry Date _____
Amount _____

We, _____ (Name of the Bank and Address of the parson 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 **GETCO** or any officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of performance Guarantee toward execution / supply 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 be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed, with or without our knowledge or consent. By or between parties to the said 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 _____ (Date of validity 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

**Note: The banks shall be the Banks recognized/notified by the Finance Department,
Government of Gujarat(GOG) from time to time.**

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. A/T no. and date to be written on every page, of Bank Guarantee & its Extension.
2. If B/G amount is more than Rs.50, 000/-, kindly take sign of two bank officer with their respective Employee code no.
3. Valid Confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.
4. Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
5. Round seal and signature of two Bank officers should be affixed on every B/G paper.

(FORMATE)

BANK GUARANTEE (Extension of Validity)

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

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

To,
Superintending Engineer
Gujarat Energy Transmission Corporation Ltd
Circle Office, Junagadh
Junagadh

BG. No.
Issue Date
Expiry Date
Amount

EXTENSION OF BANK GUARANTEE NO. _____ dtd. _____ of
Rs. _____ (Amt, in words _____)

The validity period of our subject Bank Guarantee issued in your favor on behalf of
M/s. _____ is hereby extended from date _____ to
date _____.

Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to an amount not
exceeding Rs. _____ (Rupees _____ only) and it
will remain in force till _____. (Date of validity / Expiry)

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us
a written claim or demand on or before dated _____ (Date of expiry of BG +30 Days claim period)

All other terms and conditions mentioned in the original Bank Guarantee will remain unaltered. This extension forms
an integral part of the above quoted original Bank Guarantee and may be kept thereto.

Place: _____

Date: _____

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

Annexure-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	

Signature of Tenderer

Company's Round Seal

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

Signature of Tenderer

Company's Round Seal

Annexure-3			
List of work/supply completion certificate submitted with technical bid			
Sr.No.	Name of work/supply	Name of the authority by whom the completion certificate issued	Reference No. & Date
1			
2			
3			
4			
5			

Signature of Tenderer

Company's Round Seal

ANNEXURE-4

Qualification Requirement Terms.

Contractor must fill up below details

TENDER NOTICE No: TCJND/2026-27/08

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

Signature of Tenderer

Company's Round Seal

Date :

Place:

ANNEXURE-5

(On the letter pad of the company)

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

Sub: Undertaking in regard to Stop Deal/ Banned for Business dealing/ Black List thereof

Ref: Tender Notice No. **TCJND/2026-27/08**

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

I/We _____ authorized signatory of M/S _____ here by certify that M/S _____ and their proprietor / any partner / any directors of the firm is not stop deal and / or banned for business dealing and / or black listed by GUVNL and / or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVL / UGVCL / PGVL.

Seal of the Firm

Signature of the Tenderer

ANNEXURE-6
(On the letter pad of the company)

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

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

Name of Work/Supply:

Tender No. TCJND/2026-27/08

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

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

ANNEXURE-7
Declaration Of Conflict On Interest
(On the letter pad of the company)

To
The Superintending Engineer
Gujarat Energy Transmission Corporation Limited.,
Circle Office, Dhandhusar road, Opp. Nandbava Gaushala,
66KV Zanzarda substation,
Junagadh – 362 015

Ref: Tender Notice No: **TCJND/2026-27/08**

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

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

Yours Faithfully,

Stamp & Signature of contractor

ANNEXURE -8
No deviation certificate
(On the letter pad of the company)

Sub:

Reference: Tender Notice no. : TCJND/2026-27/08

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

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.
2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications.
3. 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:

ANNEXURE -9
Declaration Relationship with employee
(On the letter pad of the company)

ANNEXURE -10
UNDERTAKING FOR LABOUR LAWS
(On the letter pad of the company)

INTEGRITY PACT

Date:

OUR ENDEAVOUR

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

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

Signature
(GETCO's Authorized Signatory)

Name :
Designation:

Seal & Signature
(Party's Authorized Person)

Name :
Designation:

Application For Refund Of EMD

To,
The Superintending Engineer (TR)
Transmission Circle
GETCO Junagadh

Sub:- Application For Refund Of EMD

Respected Sir,

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

Tender No.	TCJND/2026-27/08
Tender ID	
Name of work/subject	Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in suspension locations of 132Kv Gondal – Haripur line under Tr. Division Junagadh under Tr. Circle Junagadh
EMD Amount	
EMD DD No., Date & Name of Bank	
Name of Bidder	
Contact No.	
E-mail address	
Bank detail for RTGS into which EMD is required to be refunded	

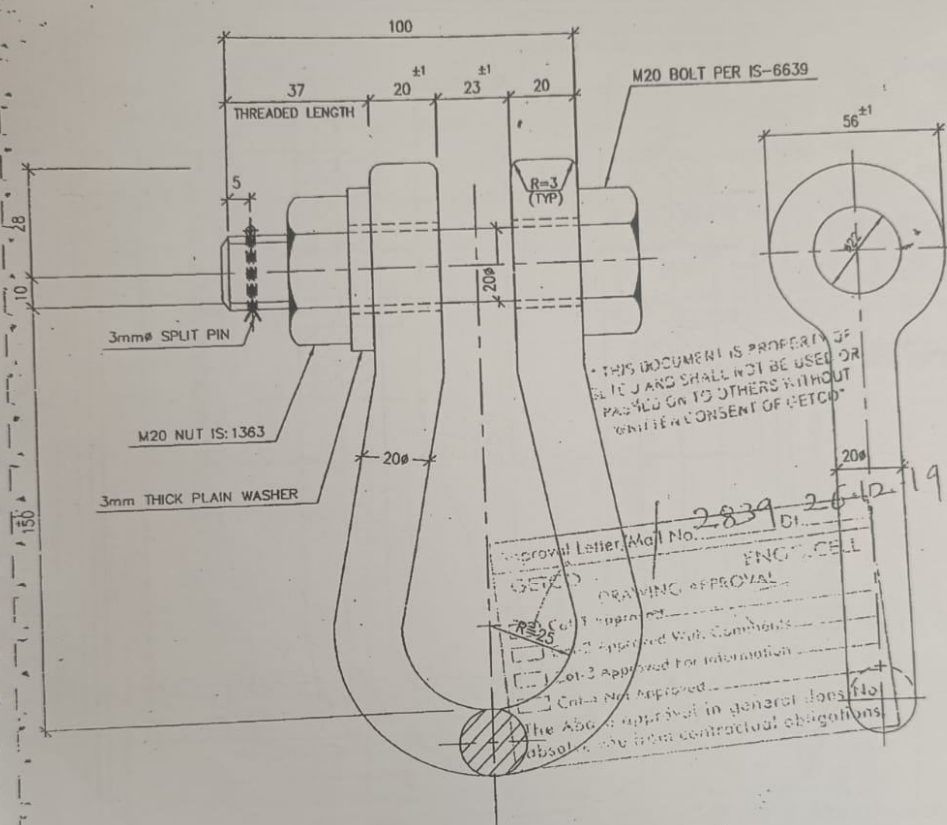
Thanking You,
Faithfully Yours,

(Name & Seal of Bidder)

Advance Stamp Receipt with signature



STANDARD APPROVAL



Approval Letter, Mail No. 2839 DI. 261219

GETCO

DRAWING APPROVAL

Not-1 Approved

Not-2 Approved With Comments

Not-3 Approved for Information

Not-4 Not Approved

The Above is approved in general does not absolve the from contractual obligations

GETCO

NOTES:-

- 1) ALL DIMENSIONS ARE IN mm.
- 2) MATERIAL : IS : 226 / IS : 2062
- 3) TO BE GALVANIZED AFTER MANUFACTURE AS PER IS 2629 (1986)
- 4) WT/PCS : 1.894 KG
- 5) SPLIT PIN : IS : 549-BRASS
- 6) UTS ≥ 130KN. PROOF LOAD 67% OF UTS

THIS DRAWING REPRODUCED FROM
DRAWING NO. AT118-ACS-DS-02 REV.0

GUJARAT ENERGY TRANSMISSION CORPN.LTD. S.P.VIDYUT BHAVAN, RACE COURSE, VADODARA - 390 007			
220 KV D/C LINE			
200x150MM D'SHACKLE FOR TOWER TYPE "D"			
DRAWN:	CHECKED:	APPD:	SIZE: A4
JE (EKG)	DE (ENGO)	SE (ENGG)	CE (ENGG)
SCALE:	DATE:	DWG. NO.	SHEET: REV:
N.T.S	30.06.2014	GETCO / E / 220 KV / ACS-DS-20	02 R0

Shot on OnePlus
Powered by Triple Camera

Price Bid

GUJARAT ENERGY TRANSMISSION CORPORATION LTD.					
AM DIVISION OFFICE JUNAGADH					
SCHEUDLE - B1 For Labour work and Supply					
Name of work:- Work of supply and replacement of HDP D-Shackle clamp 20 mm Dia. in 132Kv Gondal – Haripur line under Tr. Division Junagadh under Tr. Circle Junagadh					
Sr. No.	Details of Work	Total Qty.	Rate	Unit	Amount
1	Supply (including transportation) of G.I. D Shackle having standard diameter with standard diameter size G.I. Long Bolt with standard threading, having G.I. standard size nut and flat washer also in bolt hole for split pin (including supply of split pin) as per GETCO standard design and as per Indian Standard. Work also include the fixing / replacement of U bolt with require fabrication at site as per instruction of EIC. For b) D Schakle : 20mm SOR Part G Sr. No. 5b	172	575.00	Set	98900.00
	Total of B1 in Rs.				98900.00
	GST 18.0% Rs.				17802.00
	Net Total Rs.				116702.00

Note : GST retention will be release only after submission of documentary evidence by the contractor for the amount which shall be lower of (1) the amount supported by the documentary proof of GST paid, (2) GST payable on the amount passed for payment as per terms & condition of the order of GOVT./GETCO's rules if applicable. GST TDS @2.0% will be deducted from your bill, if applicable.

Superintending Engineer
GETCO-Junagadh

Certificate

We agree & abide to all terms & conditions of GETCO and we agree to carry out above job at _____% above / below than schedule-"B" rates as stated i.e. at total cost

Rs. _____

Place :- _____ Date: _____

**Signature of Authorized representative
Company/Agency**

Name _____

Status _____

Name of Tendering Company. _____