



TRANSMISSION CIRCLE - PALANPUR

TENDER NO. – CDD-ET- 31/2026

Name of work: Supply, Installation & commissioning of CCTV camera surveillance system at various Kansari Store under Deesa Construction, Palanpur Circle.

(a) TECHNICAL SPECIFICATION

(to be submitted on line through n-code only)

DOCUMENTS OF TENDER

Sr. No	Document	Page No
1	Notice Invited Tender	
2	General Terms & Condition of Contract (Part –I GCC)	
3	Erection Conditions of Contract (Part –I ECC)	
4	Technical Specifications, Type Test (PART – II)	
5	Technical Specifications Performa for Supply, Installation & commissioning of CCTV camera surveillance system.	
6	Special instructions to tenderer (Part –I SCC)	
7	Schedule of Deviations Section : IV	
8	Performa for Bank guarantee /Indemnity bond / Contact agreement / safety cum indemnity bond/ CA certificate etc.	
9	Price Schedule	

TENDER NOTICE No – PTC/ET/98/2026

Superintending Engineer, Transmission Circle GETCO Palanpur (Address of the office – (Superintending Engineer (TR), GETCO, Circle Office, Aroma Circle, 66Kv Palanpur -1 s/s compound, AT & Po Palanpur, Dist. Banaskantha 385001) invites “On line Tenders” (e-tendering) for the purchase/ works of following items. Tender Papers & Specifications may be down loaded from Web site <https://tender.nprocure.com> (For view, download and on line submission) and GUVNL/GETCO web site www.guvnl.com (For View & download only).

All tender documents, scanned copies of original documents (Notarized / self-attested copies of original – as specified in tender document) along with scan copy of transaction slip of payment made through RTGS/NEFT for Tender Fee & EMD shall be unloaded through on line only (which is mandatory) on (n) procure portal.

Bidders shall compulsorily pay tender fee and EMD through RTGS/NEFT only. No any physical documents, Demand Draft / Banker's cheque or Pay order for tender fee and EMD to be submitted by bidders.

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

Sr. No.	Description	
1	Tender No.:	CDD-ET- 31/2026
2	Purchase/Work of	Supply, Installation & commissioning of CCTV camera surveillance system at various Kansari Store under Deesa Construction, Palanpur Circle.
3	Tender Fee (nonrefundable)	Rs. 1180.00/- (Including G.S.T.) (DD will not acceptable)
4	Estimated cost with GST in Rs.	Rs. 24,68,649.68
5	Earnest Money Deposit amount in Rs.(1% of Estimated Cost)	Rs. 24,686.00(DD will not acceptable)
6	On line (E-tendering) tender/ offer submission last date up to 16.00 hours only (This is mandatory)	
7	Date of opening online technical bid at 16:10 Hours.	
8	Tentative Date of on – line opening of Price bid,	Shall be intimated separately.
9	Prices	Firm Basis
10	Validity of offer	180 days
11	Time limit	180 Days
12	Appropriate / Registration Class	GETCO registered contractor of any class

IMPORTANT:

1. All tender documents, scanned copies of original (Notarized / self-attested copies of original – as specified in tender document) documents along with scan copy of transaction slip of payment made through RTGS/NEFT for Tender Fee & EMD shall be uploaded through on line only (which is mandatory) on (n) procure Portal. **No any physical documents , Demand Draft / Banker's cheque or Pay order for tender fee and EMD will be accepted**
2. **Bidder shall have to made payment for Tender fee and EMD though RTGS / NEFT only on or before due date and time of submission of tender .Tender fee and EMD paid though Demand Draft / Banker's cheque or Pay order will not be accepted and no any further communication in the matter will be entertained.**
3. **It is mandatory for all the bidders to upload their tender documents by on line (E-tendering) in scheduled time.**
4. It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible (readable) and should not be password protected.
5. All the Appendices, forms, formats, declaration, undertaking, etc (To be submitted on bidder's letterhead), Tender acceptance letter (on bidder's letterhead), price bid, tender documents specified in the tender must be submitted through online on n-procure portal (mandatory) (All the documents to be duly self attested by the bidder). For any differences or wrong entry bidder shall be sole responsible for that documents.
6. Tender will be evaluated on the basis of Data / Details / Documents submitted by the bidders though online offer only.
7. The bidders are required to upload complete technical bid duly filled, sealed & signed by bidder (all the appendices (annexure)/forms etc). This is intended for transparency and speedy evaluation of the bids. Instead of simply confirming/attached in bid/refer physical offer, the bidder shall fill in the particulars against appropriate place in respect of each line appearing in Technical bid (In the absence of required details in uploaded tender documents, technical bid , the purchaser has every right to evaluate the bids accordingly and bidder cannot raise any objection against any point during evaluation).
8. In case of short submission of documents with bid and / or clarification if any required from the bidder, the required details / documents may be asked from the bidder in physical form.
9. **Payment of Tender Fee and Earnest Money Deposit (EMD) : The EMD and Tender fee plus GST as applicable shall be paid through RTGS/NEFT only .**
 - 1) **Payment of Tender fee , EMD through RTGS/NEFT : For the** payment through RTGS/NEFT the scan copy of payment made (transaction slip of payment made) shall be uploaded online with the Tender documents on n-procure portal.
 - 2) Bidder has to provide following detail on the same date of payment made so that receipt can be generated at below mentioned e-mail ids:
 1. sepln.getco@gebmail.com,
 2. aopln.getco@gebmail.com,
 3. depln.getco@gebmail.com

Sr. No.	Required Details
1	Name & Postal Address of the bidder
2	Contact Detail & e-mail id of the bidder
3	Tender No. with due date
4	Mode of Payment made
5	Ref. ID with Bank Details(UTR number)
6	Amount Paid for Tender fee in Rs.
7	Amount Paid for EMD in Rs.
8	GST Registration No.
9	Pan No.

- 3) GETCO Beneficiary Bank Details are as under:

1	Name of Account Holder	Gujarat Energy Transmission Corporation Ltd.
2	Account No.	'01740200000624
3	Name of Bank	Bank of Baroda
4	Branch Code	PALANP
5	Address of office	Transmission Circle, 66kv S/S Campus, Abu Highway, Palanpur – 385001
6	IFSC Code	BARB0PALANP (“ Fifth Digit is Zero”)

7	PAN No	AABCG4029R
8	TAN No	AHMG02636E
9	GST No	24AHMG02636E1DV

12. Tender fee and EMD paid though Demand Draft / Banker's cheque or Pay order **will not be accepted.** Also, Tender fee and EMD received after due date and time as specified in the tender will not be accepted/opened irrespective of delay due to any reasons and the Corporation shall not assume any responsibility for late receipt of the same.
13. Tender without EMD and tender fee plus GST as applicable shall be rejected.
14. Bidders are requested to remain in touch with the n-procure portal for any amendment/corrigendum or extension of due date etc.
15. The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Any technical questions, information and clarification that may be required pertaining to this enquiry should be referred to: The Superintending Engineer (TR), Gujarat Energy Transmission Corporation Limited, Circle office Palanpur

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

Superintending Engineer

PALANPUR

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

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

(n) Procure Cell, (n) code solutions-A division of

GNFC Ltd.,403, GNFC Info tower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525).

PART - I (GCC)

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 General Particulars

The Gujarat Energy Transmission Corporation Ltd., Baroda hereinafter called 'GETCO'/ 'OWNER' intends to receive bids for **Providing, Fixing & commissioning of CCTV Surveillance camera system at Kansari store under Deesa Const Division under Palanpur Circle** all detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 DEFINITION OF TERMS

- 2.1** The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 2.2** 'Owner' shall mean the "Gujarat Energy Transmission Corporation Ltd. Vadodara" (GETCO) or any it's group companies i.e. GUVNL, GSECL, MGVCL, DGVCL, PGVCL, UGVCL and shall include its legal representatives, successors and assigns.
- 2.3** 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 2.4** 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 2.5** 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 2.6** The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 2.7** 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 2.8** 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 2.9** 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.

- 2.10** The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 2.11** The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment/Materials supplied include Camera, NVR (Network Video Recorder), LED (light-emitting diode), POE (Power over Ethernet) / POE (Power over Ethernet) + switch Hard Disc, UPS (uninterruptible power supply) etc.
- 2.12** The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 2.13** 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 2.14** Site Engineer 'Inspector' shall mean the Owner Owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 2.15** 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 2.16** 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 2.17** 'Date of Contract' shall mean the date on which Notice of Award of Contract / Letter of Award has been issued.
- 2.18** 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A 'Week' shall mean continuous period of seven (7) days.
- 2.19** 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 2.20** When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 2.21** Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 2.22** 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 2.23** The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 2.24** 'Guarantee Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 2.25** 'Latent Defects' shall mean such defects caused by faulty designs, material or work-man- ship which cannot be detected during inspection, testing etc., based on the technology available for carrying out such tests.
- 2.26** 'Drawing', 'Plans, shall mean all:
- a) Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.
 - b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
 - c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.

- d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work;
- e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

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

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

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

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

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

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

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

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

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

3.0 APPLICATION

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

4.0 STANDARDS

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

5.0 Scope of the proposal and Work

5.1 The Scope of the proposal shall be **Providing, Fixing & commissioning of CCTV Surveillance camera system at Kansari store under Deesa Const Division** as specified under the accompanying Technical Specifications. It will include among others as specified therein the following: -

- a) Detailed Engineering of all materials.
- b) Bidder shall have to submit architectural drawing for installation of complete surveillance system separately configured with OFC (Optical Fiber Communications) and CAT-6 cable.

- c) Providing engineering drawings, data, operation manual, etc. for the Owner's approval.
 - d) Supply of all the required equipments as per the technical specifications.
 - e) Packing and transportation from the manufacturer's / dealers works to the Site.
 - f) Receipt storage, preservation and conservation of equipment at the Site.
 - g) Pre-assembly, if any, erection, testing and commissioning of the entire surveillance system at each site.
 - h) Reliability tests and performance and guarantee tests on completion of commissioning.
- 5.2 **No deviation** whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard **as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid.** Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.
- 5.3 Bids not covering the above cited entire scope of works may be treated as incomplete and shall be rejected.
- 5.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.
- 5.5 This specification covers the detailing in respect of supply, installation & commissioning and handing over in ready to switch on condition to GETCO of complete, including fixing of accessories, CCTV Surveillance **system at Kansari store under Deesa Const Division under Palanpur circle** as per specification.
- 5.6 The scope for Supply, Installation & commissioning of CCTV camera surveillance system at various 66 KV to 400 KV class Substation of GETCO; shall include Supply of Camera, NVR (Network video Recorder), LED (light-emitting diode) monitor, POE(Power over Ethernet) / POE(Power over Ethernet)+ switch, Hard Disc, UPS(uninterruptible power supply), CAT-6 Cables, Fiber Optical Cables, 9 U-Rack including providing & Mounting Stands for LED/Fix Bullet/PTZ(Pan Tilt Zoom) camera, Patch cord, LIU(Light interface units), Media convertor, power adopter, HDMI(High-Definition Multimedia Interface) cable, connectors, required splicing of cable etc. Installation & commissioning of CCTV camera surveillance system at various 66 KV to 400 KV class Substation of GETCO as per specification.
- 5.7 To the extent possible, Cameras shall be installed on the existing structures, buildings, flood light towers, watch towers etc. by providing necessary brackets, hooks, nuts & bolts to cover entire area of substation. After exhausting all other options if the vendor feels the requirement of the poles, same shall be erected by him. The total height of the poles should be 09 meters including foundation as per specification. Such installation of pole shall be got approved by bidder from corporate office of GETCO. The supply & installation of 03-meter height pole, which to be installed on control room building including clamps and other accessories to be fixed, is in the scope of bidder.
- 5.8 The Scope of work includes the complete supply, Installation, commissioning, testing & comprehensive maintenance till guarantee period of CCTV surveillance system at various 66 KV to 400 KV class Substations of GETCO under Bharuch Zone.
- 5.9 The bidder shall have to identify strategic location to place the CCTV cameras so as to have maximum coverage of the common area and other locations which are required to be monitored.
- 5.10 CCTV system is required for surveillance through outdoor & indoor cameras at specified location outside & inside the building. These cameras are to be connected to the Network Video Recorder (NVR).
- 5.11 The tenderer shall have to supply CCTV cameras and material as per specification with minimum warranty period of three years.
- 5.12 All necessary Software to be supplied along with the Cameras and Network Video Recorder should be Licensed and copy of the License shall be provided to GETCO.
- 5.13 The NVR unit should be capable of direct recording of all the cameras in real time. The operator should have the facility to choose any given camera for viewing on the monitor. Each image recording should be recorded with the camera number, title, time, date and recording speed visible on the screen at all times.

- 5.14 Supply & installation should be made properly with complete technical specifications as per the specifications under the supervision of Engineer In-Charge.
- 5.15 The actual quantity of cables required for surveillance system shall be decided based on the site condition. Payment shall be made as per the actual quantity of cable / materials utilized at site.
- 5.16 GETCO will provide electricity during execution of the CCTV surveillance system with free of cost.
- 5.17 The successful tenderer shall have to carry out supply, installation and commissioning of CCTV surveillance system as per agreed "GUARANTEED TECHNICAL PARTICULAR" of the tender.
- 5.18 All required interconnection, wiring, cabling with cables, providing & Mounting Stand for LED/Fix Bullet/PTZ camera, Patch cord, LIU, Media convertor, power adopter, HDMI cable, connectors, required splicing of cable etc. including all required accessories for successful operation of the system shall be in the scope of the bidder.
- 5.19 Earthing connection for the system at required location is to be carried out by bidder.
- 5.20 The bidder should quote only for the latest PRODUCTS OF REPUTED AND WELL KNOWN BRAND / MAKE meeting national / international standards which are in compliance to the technical specifications as mentioned in the tender document.
- 5.21 "No deviations" must be specifically and clearly mentioned in the form of compliance (Section IV). Complete technical details along with Make, Model and product literature should be enclosed. The compliance statement should be supported by attaching published product literature. The bidder should provide specific References in the compliance statement (Section IV).
- 5.22 CMS (Control Room Monitoring System) should have Network Video Recorder for all control, monitoring on LED display, data logging and recording of the operation on the External Hard Disk at CMS.
- 5.23 The system shall provide secured recording for evidence purposes and user authentication to protect data integrity.
- 5.24 System should allow to be used as a distributed or central architecture with support to any number of cameras that may be added in future.
- 5.25 Support for multi user and multi user group environment in addition to user hierarchy.
- 5.26 The system shall provide Activity Controlled Frame (ACF) rate, which in turn reduces the Bandwidth and the Storage requirements.
- 5.27 The system shall support Multiple IP Video Streams.
- 5.28 Archival of sub framed rate or full frame digital video of all or selected camera(s) in computer disks. On line replay capability from Backup disks for a period minimum 45 days.
- 5.29 The Vendor shall provide warranty for a period of three years from the date of commissioning of the surveillance system and shall ensure that all the equipments supplied and work done under the contract shall be free from all defects and faults in material, workmanship etc.
- 5.30 The bidder shall provide replacement of malfunctioning camera, technical redundant infrastructure, Switches, etc. without affecting overall system during warranty period of three years.
- 5.31 Expansion of system should be possible with software setting at monitoring station by adding cameras. Vendor shall provide information on maximum camera capacity of video software.
- 5.32 Remote maintenance & diagnostic of any kind of fault for all camera & NVR from remote should be possible. Camera failure history should be in work station/PC based Monitoring Software Logs.
- 5.33 All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Vendor during execution including warranty period of three years.
- 5.34 After repairing or replacement of the part/component/device, the Vendor needs to put the same into operation.
- 5.35 The Vendor also has to make alternate arrangement in case of major failure happening in the network, due to which services may be affected for longer period.
- 5.36 The agency has to provide onsite training for at least One (01) site per Transmission Circle to officers for monitoring and handling the IP based Surveillance Monitoring System covering theory and practical including various software features. The training manual shall be made available by the bidder to the

GETCO offices both in soft as well as hard copies. One copy of the training manual shall be submitted along with the bid documents.

- 5.37 The bidder shall give comprehensive hands on training (location wise) to all concerned employees of GETCO on operation, preventive maintenance, recording, and retrieval of the CCTV recordings, operating system of the installed equipment's of the CCTV surveillance system, free of cost
- 5.38 The tenderer shall ensure that the equipments are supplied, installed & commissioned free from any defects and faulty workmanship.
- 5.39 The agency shall be responsible for replacement of any material/equipments for any defect that may arise within three years of warranty period. In case of repeated defect of any material, the bidder shall be liable for replacement of complete material/equipment at free of cost.
- 5.40 No compensation shall be payable to the bidder for any damage caused by rain, lightning, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work till handing over. The bidder shall make good all such damages at his own cost; and no claim on this account will be entertained.
- 5.41 The camera's hardware/software system should not be affected with the adverse weather conditions.
- 5.42 If any item /work not specifically mentioned, but is required to complete the surveillance system, the same shall be provided by the bidder at no extra cost to GETCO.
- 5.43 The work has to be carried out in neat and tidy manner to the satisfaction of the GETCO and all care has to be taken to ensure that no asset of GETCO gets damaged during execution of works.

6.0 PROJECT PARTICULARS: NOT APPLICABLE

7.0 Bidding Costs

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

8.0 BID DOCUMENTS

Details of Documents

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

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

9.0 Knowing the Bid Documents

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

10.0 Clarifications on Bid Documents

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

Seal & Signature of Bidder

11.0 Amendment of bidding document:

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

12.0 PREPARATION OF BIDS

12.1 Language of Bid:

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

12.2 Bid Format

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

13.0 Local Conditions:

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

14.0 Documents comprising the Bid:

- 14.1 The Bidder shall complete the Bid form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents.
- 14.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and (Detail of **CCTV camera surveillance system** work executed with copy of completion certificate).
- 14.3 All Tender Documents/ formats are to be returned completed and filled in all respects and signed by the Company Authorized Signatory wherever specified.
- 14.4 The Bid Guarantee shall be furnished in a separate cover in accordance with tender clause at GCC.

15.0 Bid Price:

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

GST shall be applicable at the rate of as per prevail Government Rules, or as applicable to composite supplies in the nature of Works Contract applicable from time to time will be paid within

the original contractual delivery period. However, the Classification Codes (i.e. HSN or SAC) for each item of different segments or portions of the Works Contract, shall be specified separately, for information and technical identification purpose only.

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

A) For all goods offered:

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

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

- 15.4 The Bidder shall specifically note that the Tenders are invited on item rate basis and contract shall be firm price basis.

16.0 Price Basis:

- 16.1 The Price shall be quoted on item rate basis.

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

17.0 Goods and Service Tax (GST):

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

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

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

- 17.4 Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund

received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

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

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

17.7 INPUT TAX CREDIT BENEFIT:

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

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

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

17.10 Notwithstanding the tax liabilities as per the sub-clause 17.9 above, the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

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

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

17.13 The owner's liability for all taxes and duties including GST under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations.

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

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

- 17.16 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.
- 17.17 Before quoting, the bidder may ascertain from the concerned tax authorities of Government for the applicability of Entry Tax, GST etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.
- 17.18 In addition, the conditions detailed under Special Conditions of Contract shall apply.

18.0 Time Schedule:

- 18.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.
- 18.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.
- 18.3 The completion schedule as stated in the special conditions of contract shall be one of the major factors in consideration of the bids.
- 18.4 The owner reserves the right to request for a change in the work schedule during pre- award discussions with successful bidder.
- 18.5 The successful bidder will be required to prepare detailed PERT Network/ detailed Bar chart and finalize the same with the owner as per the requirement

19.0 Contract Quality assurance:

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

20.0 Insurance:

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

21.0 Erection Tools and Tackles:

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

22.0 Brand Names: (Not Applicable)

23.0 Bid Security/EMD:

Payment of Earnest Money Deposit (EMD) can be accepted by RTGS/ NEFT only:

- The offer should be valid for a minimum period of 180 days from the date of opening of technical bid.

- The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- The Owner as non-responsive will reject any bid not secured in accordance with Para 18.1 above. No exemptions are made in the furnishing of the security.
- Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or three months from the date of submission of tender whichever is later.
- The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee
- The bid guarantee may be forfeited.
- If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
- If a bidder refuses to accept the contract or fails to commence the works including supplies within thirty days of letter of award of contract)

24.0 Format of Bid:

Technical Bid as well as Price Bid to be submitted in N Procure (Online) Only.

26.0 Deadline for submission of bids:

- 26.1 The Bidders have the option of sending the bid by registered post or speed post submitting the bid in person cannot be taken as per prevailing condition of GETCO. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.
- 26.2 Bids must be received by the Owner at the address specified under para 26.3, not later than the time & date mentioned in the Invitation to Bid.
- 26.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

28.0 Late Bids

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

29.0 Modification and withdrawal of bids:

- 29.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.
- 29.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 26.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.
- 29.3 No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.
- 29.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

30.0 Information required with the proposal:

- 30.1 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and installed. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.
- 30.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc. in five copies.
- 30.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 30.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 30.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 30.6 The Bidder, along with his Proposal, shall submit a list of recommended erection/installation equipment and materials which will be required for the purpose of erection/installation of equipment and materials supplied under the Contract.

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

31.0 BID OPENING AND EVALUATION

31.0 Opening of bids by owner:

- 31.1 The Owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding document. The Bidder's representative who is present shall sign a register evidencing their attendance.
- 31.2 The Bidder's names, Technical modifications, bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.
- 31.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by Fax/Telex, at least one week in advance besides inviting final price bid if found appropriate after evaluation of Technical bids.
- 31.4 The Bidder's name, lump sum Bid Price, all discounts if any, modifications in the Price Bid and any such other details as the Owner, at his discretion, may consider appropriate, will be announced/furnished in the Price Bid Opening.
- 31.5 No electronic recording/transmitting devices will be permitted during Bid opening.
- 31.6 The technical bid of those bidders will be consider who have submitted EMD cover with DD for tender fee.

32.0 Purpose of evaluation of bids:

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

32 (A) Policy for bids under consideration:

- 32.A1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.
- 32.A2 Clarification of bids:

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

33.0 Preliminary Examination:

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

33.2 Arithmetical errors will be rectified on the following basis:

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

- 33.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 33.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
- 33.5 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

34.0 Evaluation of Price Bids:

34.1 Definitions and Meanings:

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

- a) 'Bid Price' shall mean the price quoted by each Bidder in his proposal for the complete scope of works.
- b) 'Differential Price' shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's proposal.
- c) 'Cost compensation for Deviations' shall mean the rupee value of deviations from the bidding document as determined from the Bidder's proposal.
- d) 'Evaluated Bid Price' shall be summation of 'Bid Price', 'Differential Price' and 'Cost Compensation for Deviations.'

35.0 Calculation of differential Price & Cost Compensation for Deviations – NOT APPLICABLE

35.1 Comparison of Bids - – NOT APPLICABLE

36.0 Award Criteria

- 36.1 The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.
- 36.2 In case of award of Contract on a bidder there shall be separate contracts one for supply of goods, the second for erection & services (and third for civil engineering works in substations).
- 36.3 Further, the Owner reserves the right to award separate contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

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

- 37.1 The Owner reserves the right to accept or reject any bid, and to 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.

38.0 Notification of award:

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

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

39.0 Signing of contract:

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

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

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

40.0 Contract Performance Guarantee:

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

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

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

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

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

41.0 LANGUAGE AND MEASURES

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

42.0 CONTRACT DOCUMENTS

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

- a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Volume-I and the Special Conditions of Contract.
- b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.
- c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

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

43.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

43.3 The Contractor shall not communicate or 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.

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

44.0 CONSTRUCTION OF THE CONTRACT

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

44.2 In case of divisible supply and erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in 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 proforma for the Indemnity Bond will be furnished during award of Contract.

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

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

45.0 JURISDICTION OF CONTRACT

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

46.0 EXECUTION OF CONTRACT:

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

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

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

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

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

47.0 ENFORCEMENT OF TERMS

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

48.0 COMPLETION OF CONTRACT

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

GUARANTEES & LIABILITIES

49.0 TIME – THE ESSENCE OF CONTRACT

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

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

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

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

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

50.0 EFFECTIVENESS OF CONTRACT

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

51.0 PENALTY FOR DELAY

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

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

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

52.0 GUARANTEE

- 52.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **Thirty-Six (36) calendar months** commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer.
- 52.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 52.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of Thirty-Six (36) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 52.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 52.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 52.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause
- 52.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a program of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 52.8 In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee (more than 36 months) is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee. **The Bidder shall have to submit undertaking to this office along with the bid documents.**
- 52.9 The provisions contained in this clause will not be applicable:
- a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.
 - b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

53.0 TAXES, PERMITS & LICENCES

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

54.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 54.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials 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.

- 54.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Owner of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by 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.

55.0 PATENT RIGHTS AND ROYALTIES

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

56.0 DEFENCE OF SUITS

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

57.0 LIMITATION OF LIABILITIES

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

58.0 ENGINEER'S DECISION

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

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

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

- 58.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no

delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

59.0 POWER TO VARY OR OMIT WORK

- 59.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.
- 59.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 59.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 59.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 59.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 59.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC of this Volume-I. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

60.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

- 60.1 The Contractor may, after informing the Engineer and getting his written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the Engineer. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Engineer, shall be void.
- 60.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors' quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract

between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

61.0 CHANGE OF QUANTITY

61.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and/or Technical Specifications, shall not be subjected to any limitation for the individual items but **the total variations in all such items under the Contract shall be limited to the extent of 15% of the contract price by way of suitable amendment to the contract.**

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

62.0 PACKING, FORWARDING AND SHIPMENT

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

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

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

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

Application for payment in the standard format of the Owner

Invoice

Packing list

Pre-dispatch clearance certificate, if any

Test Certificate, wherever applicable

Insurance Certificate

62.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.

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

63.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

64.0 NO WAIVER OF RIGHTS

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

herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

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

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

6.0 PROGRESS REPORTS

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

67.0 TAKING OVER

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

CONTRACT SECURITY AND PAYMENTS

68.0 CONTRACT PERFORMANCE GUARANTEE

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

69.0 PAYMENT

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

69.2 Currency of Payment:

All payments under the Contract shall be in Indian Rupees only.

69.3 Terms.

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

69.4 Welfare Cess

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

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

- If the R.A.Bill happens to be first and final bill, then before release of payment, contractor has to submit documentary evidence of registration under Welfare Cess Act and evidence of payment of welfare cess.
- The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.

70.0 Payment Schedule

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

70.1 Application for Payment

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

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

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

70.5 Mode of Payment

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

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

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

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

70.8 Inland Transportation & Insurance

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

71.0 DEDUCTIONS FROM CONTRACT PRICE

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

RISK DISTRIBUTION

72.0 TRANSFER OF TITLE

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

73.0 INSURANCE

- 73.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 73.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 73.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 73.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premia which may be available for higher volume or for reason of financing arrangement of the project.
- 73.5 The clause entitled 'Insurance' under the section ECC of this Volume-I, covers the additional insurance requirements for the portion of the works to be performed at the Site.
- 73.6 Special Conditions of Contract details out the various insurance liabilities.

74.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

75.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

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

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

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

76.0 DEMURRAGE, 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.

77.0 FORCE MAJEURE

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

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

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

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

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

78.0 SUSPENSION OF WORK

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

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

79.0 CONTRACTOR'S DEFAULT

79.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the engineer in connection with the works or shall contravene the provisions of the contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the owner shall be at liberty to employ other workmen and forthwith to execute such part of the works as the contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the contract to take the work wholly or in part out of the Contractor's hands and recontract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the 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 encash the Bank Guarantees of Contractor available with Owner/s and retain such other payments due to the contractor under the Contract in question or any other Contract that the Owner/s may have with the Contractor.

Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

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

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

80.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

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

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

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

81.0 FRUSTRATION OF CONTRACT

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

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

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

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

82.0 GRAFTS AND COMMISSIONS ETC.

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

RESOLUTION OF DISPUTES

83.0 SETTLEMENT OF DISPUTES

- 83.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 83.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- 83.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 83.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 83.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

84.0 ARBITRATION

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

84.1.1 Amicable Settlement

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

84.1.2 Arbitration

If the parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause, arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992."

85.0 RECONCILIATION OF ACCOUNTS

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

86.0 Terms of Payment

The payment for materials to be supplied and erected shall be made as under only after execution of the contract documents/furnishing of Security Deposit and on execution of **CCTV camera surveillance system** work.

86.1 For Supply:

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

A. **Tax invoice.**

B. Delivery challan.

C. Endorsed RR / LR copy.

D. Dispatch clearance certificate / letter wherever applicable.

E. **E Way Bill, if applicable**

- (ii) 10% payment out of balance 20% of supply value shall be paid on completion of erection & testing of the CCTV Surveillance system and completion certificate from Engineer-in-charge and CE (TR) or equivalent.

- (iii) 5% payment out of Balance 10% of supply value shall be paid on successful commissioning of CCTV Surveillance system against completion certificate and only after settlement of material account statement of items supplied, used, erected and successful commissioning is settled and will be release only after passing of final bill. Balance 5% will be released only after completion of Three (03) years warranty period.

The actual quantity of materials required for surveillance system shall be decided based on the site condition. Payment shall be made as per the actual quantity of materials utilized at site.

No extra payment will be released for the CCTV Surveillance system materials which are not required for completion of CCTV Surveillance system, if supplied excess during execution of work and recovery will be made in final bill accordingly.

(iv) Welfare Cess

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

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

86.2 For erection works.

- (i) 90% payment of amount claimed covering various erection activities against R.A. bills duly certified by EIC within **60 days** from the date of R.A. bill after completion of installation & commissioning of the surveillance system.
- (ii) 5% payment out of Balance 10% of erection value shall be paid against commissioning of CCTV Surveillance system only after settlement of material account statement of items supplied, used, erected and successful commissioning of CCTV Surveillance system the same amount will be released in final bill only and payment will be made only after passing of final bill. **Balance 5% will be released only after completion of Three (03) years warranty period.**

(iii) **Welfare Cess**

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

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

87.0 TAKING DELIVERY AND INSURANCE:

87.1 The contractor has keep CCTV Surveillance system materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection or taking over of the CCTV Surveillance system by GETCO

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

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

87.4 **STORAGE-CUM-INSURANCE:** - The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of all CCTV Surveillance system materials, which are required to complete the CCTV Surveillance system including materials supplied by owner. Contractor shall have to take comprehensive insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over of the CCTV Surveillance system by the Board. The Contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful Contractor shall be furnished to Engineer-In-Charge. In absence of the above insurance policy, R.A. Bill payment will be withheld.

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

88.0 Contract Quality assurance:

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

89.0 Termination of Contract:

- 89.1 In case of contractor fail to deliver the stocks or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, the GETCO shall exercise its discretionary power either:
- 89.2 To recover, from the contractor as agreed, by way of penalty clause above plus GST as applicable, or
- 89.3 To purchase from elsewhere after giving due notice to the contractor on account and at the risk of the contractor for such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or

90.0 To cancel the contract.

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

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

91.0 LABOUR LAWS:

- 91.1 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.
- 91.2 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.
- 91.3 The Contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with, are as under:
- i) Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.
 - ii) Payment of deposit in respect of each contract labour at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
 - iii) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
 - iv) Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
 - v) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
 - vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
 - vii) Payment of compensation in case of accidental injury.

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

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

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

91.4 PROVIDENT FUND AND FAMILY PENSION SCHEME:

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

91.5 DEPOSIT LINKED INSURANCE SCHEME

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

91.6 ADMINISTRATIVE CHARGES:

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

91.7 PAID LEAVE FACILITY:

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

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

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

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

91.10 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.

91.11 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

a) The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under

this contract shall also be paid by him before the expiry of 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 keep himself present throughout the working hours.

92.0 REGISTRATION WITH PROVIDENT FUND OFFICE

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

PART - I (ECC)

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 ACCESS TO SITE AND WORKS ON SITE

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

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

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

5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

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

9.0 PROGRESS REPORT

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

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

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

10.0 MAN-POWER REPORT

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

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:

- 13.3 **Power supply:** GETCO will provide electricity during execution of the CCTV surveillance system with free of cost.

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

16.0 FIRE PROTECTION

- 16.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.
- 16.2 All the Contractor's supervisory personnel and select number of workers shall be trained for firefighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17.0 SECURITY

The Contractor shall have total responsibility for all CCTV Surveillance system materials **including Camera, NVR, LED, POE / POE+ switch, Hard Disc, UPS, CAT-6 Cables, Fiber Optical Cables, 9 U-Rack and accessories etc.** in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

18.0 MATERIALS HANDLING AND STORAGE

- 18.1 All the CCTV Surveillance system material furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 18.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.
- 18.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of **all** CCTV Surveillance system **materials including Camera, NVR, LED, POE / POE+ switch, Hard Disc, UPS, CAT-6 Cables, Fiber Optical Cables, 9 U-Rack and accessories etc.** received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
- 18.4 All material shall be handled very carefully to prevent any damage or loss. The material stored shall be properly protected to prevent damage either to the lime material or to the floor where they are stored. The material from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such material at Site.
- 18.5 All material shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 18.6 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 18.7 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 18.8 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 18.9 The Contractor shall be responsible for making suitable indoor storage facilities to store all line material, which require indoor storage. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

19.0 CONSTRUCTION MANAGEMENT

- 19.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 19.2 The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call

for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

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

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

20.0 FIELD OFFICE RECORDS

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

21.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

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

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

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

22.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

23.0 INSURANCE

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

23.2 Workmen's Compensation Insurance

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

Workmen's : As per statutory

Compensation Provisions

Employee's : As per statutory

Signature & Seal of Bidder

23.3 Comprehensive General Liability Insurance

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

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

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

24.0 UNFAVOURABLE WORKING CONDITIONS

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

25.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

26.0 WORK & SAFETY REGULATIONS

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

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

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

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

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

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

- 26.7 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- Satisfy the Engineer that the appliance is in good working condition;
 - Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
 - Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 26.8 The Engineer will not grant permission to connect until he is satisfied that;
- 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.
- 26.9 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 26.10 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 26.11 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 26.12 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- 26.13 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 26.14 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following
- 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.
 - No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
 - Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- 26.15 The Contractor shall follow and comply with all GETCO Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

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

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

27.0 CODE REQUIREMENTS

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

TECHNICAL SPECIFICATIONS-(PART-II)

PRINCIPAL TECHNICAL PARAMETERS for Supply, Installation & commissioning of CCTV camera surveillance system at various Kansari Store under Deesa Construction, Palanpur Circle.

Sr. No.	Item Description	Specifications	TECHNICAL SPECIFICATIONS
1	IP Bullet Camera 5.0 MP	Image Sensor	1/2.7" Progressive Scan CMOS
		Min. Illumination	Color: 0.01Lux @ F1.2, AGC ON; B/W: 0Lux with IR
		Lens	Fixed 3.6mm / 4.0mm Board Lens
		Day & Night	Auto (ICR) / Color / Black & White
		Wide Dynamic Range	≥ 120dB
		Digital noise reduction	Supported
		IR Range	20–30 Meters
		Compression Standard	
		Video Compression	H.265A1/H.265+/H.265/H.264+/H.264
		Image	
		Image Resolution	2592 × 1944 (5.0 MP)
		Frame Rate	25/30 fps
		Network	
		Network Interface	1 × RJ45 10/100 Mbps Ethernet interface
		Protocols	HTTP, TCP, ARP, RTSP, RTP, UDP, RTCP, SMTP, FTP, DHCP, DNS, DDNS, PPPoE, IPv4/v6, SNMP, QoS, UPnP, NTP
		System Compatibility	ONVIF support
		Interface	
		Communication Interface	
		Built-in memory card slot	No
		General	
		Operating Conditions	-10°C ~ +55°C, 0% ~ 90% RH
		Power Supply	DC12V, PoE (IEEE802.3af)
		Weather Proof	IP67
		Certifications	CE, FCC, RoHS
		Warranty	Typically 3 years
2	PTZ Camera 6.0 MP (25× Zoom)	Image Sensor	1/2.8", 6.0 Megapixel SONY Sensor
		Min. Illumination	Color: 0.005Lux @ F1.2; B/W: 0.001Lux @ F1.2; IR ON: 0.0Lux
		White Balance	
		AGC:	
		Lens	4.6mm ~ 115.0mm (25× Optical Zoom), F1.6 ~ F3.0
		Day & Night	IR-Cut filter with auto switch (ICR)
		Wide Dynamic Range	Not specified
		Shutter Time	1/25s ~ 1/100000s
		Digital Zoom	Supported
		IR Range	200 Meters

		Pan Range	360° Continuous Rotation
		Tilt Range	-0° ~ +93° (Auto-Reverse)
		Number of Presets	220/500
		Video Compression	H.264, H.265, H.265+
		Image Resolution	3072 × 2048 (6.0 MP)
		Frame Rate	Up to 30 fps
		System Compatibility	ONVIF Conformant
		Network Interface	1 × RJ45 10/100 Mbps Ethernet interface
		Protocols	L2TP, IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, PPPoE, RTP, RTSP, QoS, NTP, FTP, HTTP, SNMP
		Built-in memory card slot	Supports Micro SD (Max: 512 GB) (Optional)
		Operating Conditions	-40°C ~ +65°C, ≤90% RH (Non-Condensing)
		Power Supply	12V 4Amp
		Weather Proof	IP67
		Certifications	CE, FCC, RoHS, BIS
		Warranty	Typically 3 years
3	Network Video Recorder – 64 Channel	Video Input	64ch 1080P / 36ch 4MP / 24ch 5MP
		HDMI Output	2 (Max: 4K)
		VGA Output	1 (Max: 1080P)
		Video Compression	H.265+/H.265/H.264+/H.264
		Recording Resolution	12MP; 8MP; 5MP; 4MP; 3MP; 1080P
		Synchronous Playback	16CH
		HDD Ports	8 SATA
		HDD Maximum Capacity	12TB per SATA
		Network Bandwidth	900Mbps Incoming / 900Mbps Outgoing
		RAID Support	Yes
		Network Interface	2 × RJ45 10/100/1000 Mbps
		USB Ports	2 × USB 2.0, 1 × USB 3.0
		Alarm Input/Output	16 Input, 4 Output
		Power Supply	ATX
		Operating Conditions	-10°C ~ +55°C, 10% ~ 90% RH
		Certifications	CE, FCC, RoHS, BIS
		Warranty	Typically 3 years
4	Network Video Recorder – 16 Channel	Video Input	16ch 5MP / 16ch 1080P
		HDMI Output	Supports (Max: 4K)
		VGA Output	Supports (Max: 1080P)
		Video Compression	H.265A1/H.265+/H.265/H.264+/H.264
		Recording Resolution	12MP; 8MP; 5MP; 4MP; 3MP; 1080P
		HDD Ports	1 SATA
		HDD Maximum Capacity	12TB per SATA
		Network Bandwidth	80Mbps Incoming / 80Mbps Outgoing
		Network Interface	1 × RJ45 10/100 Mbps
		USB Ports	2 × USB 2.0
		Power Supply	DC 12V 3A
		Operating Conditions	-10°C ~ +55°C, 10% ~ 90% RH
		Certifications	CE, FCC, RoHS, BIS
		Warranty	Typically 3 years

5	PoE Switch (24 Port)	Network Ports	24 × 10/100/1000 Mbps PoE RJ45 Ports, 2 × 1000 Mbps Uplink Ports, 2 × Gigabit SFP Ports
		PoE Standard	IEEE802.3af/at
		Power per Port	≤30W
		Total Power Budget	300W
		Network Standards	IEEE802.3, 802.3u, 802.3ab, 802.3az, 802.3z
		Flow Control	IEEE802.3x Full-Duplex
		Lightning Protection	4KV Surge
		Operating Conditions	0°C ~ 55°C, 0% ~ 95% RH
		Power Supply	AC 96–264V
		Certifications	CE, FCC, RoHS
		Warranty	Typically 3 years
6	PoE Switch (8 Port)	Network Ports	8 × 10/100 Mbps PoE Ports, 2 × 10/100/1000 Mbps Uplink Ports
		PoE Standard	IEEE802.3af/at
		Power per Port	≤30W
		Total Power Budget	120W
		VLAN/CCTV Mode	Supports up to 250m PoE
		Lightning Protection	6KV Surge
		Operating Conditions	-10°C ~ +60°C, 0% ~ 95% RH
		Power Supply	DC 48–56V
		Certifications	CE, FCC, RoHS
		Warranty	Typically 3 years
7	PoE Switch (8 Port GbE)	Network Ports	8 × 10/100/1000 Mbps PoE Ports, 2 × Gigabit SFP Ports
		PoE Standard	IEEE802.3af/at
		Power per Port	≤30W
		Total Power Budget	120W
		VLAN/CCTV Mode	Supports up to 250m PoE
		Lightning Protection	6KV Surge
		Operating Conditions	0°C ~ 55°C, 0% ~ 95% RH
		Power Supply	DC 48–56V / AC 110–220V
		Certifications	CE, FCC, RoHS
		Warranty	Typically 3 years
8	Optical Fiber Interconnection Unit (LIU)	Ports	24-port rack mount sliding ODF
		Height	1U (44.4mm)
		Suitable Adapters	SC/FC/LC/ST
		Operating Temperature	-40°C to +60°C
		Material	Cold rolled steel, powder coated
		Compliance	TIA/EIA 568.C, ISO/IEC 11801, EN 50173, IEC 60304, IEC 61754, EN 297-1, RoHS, Reach/SVHC
9	CAT-6 UTP Cable	Conductor	23 AWG (0.49 ± 0.02mm) Solid Annealed Bare Copper
		Insulation	High Density Polyethylene
		Jacket	FRPVC Compound
		Cable Diameter	5.7 ± 0.3 mm
		Standards Compliance	ANSI/TIA 568 C.2, ISO/IEC 11801 – 2nd Edition
		Frequency Range	Up to 250 MHz
		Characteristic Impedance	100 ± 15Ω

10	Fiber Patch Cords	Connector Type	SC/LC/ST/FC/MTRJ
		Optical Fiber	Single-Mode / Multi-Mode
		Cable Type	LSZH, 3.0mm / 2.0mm
		Insertion Loss	Typical: ≤0.2dB, Max: 0.3dB (MTRJ: Max 0.5dB)
		Return Loss	PC: ≤45dB, UPC: ≤50dB, APC: ≤60dB
		Operating Temperature	-10°C to +70°C
11	Cat6 UTP Patch Cables	Conductor	24 AWG Stranded Copper
		Shielding Type	Unshielded (U/UTP)
		Termination	RJ45 Plug with 50-micron gold-plated connectors
		Standards Compliance	ISO/IEC 11801, ANSI/TIA-568-C.2
		Data Rate Support	1/10GBase-T
		Bandwidth	250 MHz (Reference: 550 MHz)
12	SFP Transceiver	Type	1.25G SFP Transceiver 1310nm 20km
		Transmission Distance	Up to 20km on Single-Mode Fiber
		Data Rate	Up to 1.25 Gbps
		Operating Temperature	0°C to +70°C
		Compliance	IEEE 802.3Z, MSA SFF-8472, SFP MSA
13	Outdoor Enclosure (Rack)	Construction	Welded CRCA steel, powder coated
		Protection Level	IP55
		Mounting	19" equipment mounting, DIN standard slots
		Cooling	90CFM, 230V AC Fan (1 Nos.)
		PDU	4 Socket PDU 5Amp (1 Nos.)
		Mounting Options	Pole mounting & wall mounting provision
14	22" LED Monitor With Wall Mount Bracket.	22" LCD Monitor	
		Max Resolution	1920×1080
		Interface	RGB IN, HDMI IN, Digital Audio Output
		Power Supply:	230V, 50Hz
		Warranty	Three years
15	32 "LED Monitor with Wall Mount Bracket.	32" LCD Monitor	
		Max Resolution	1920×1080
		Interface	RGB IN, HDMI IN, Digital Audio Output
		Power Supply:	230V, 50Hz
		Warranty	Three years
16	6 / 12 TB SURVEILLANCE HDD	RPM	7200
		Warranty	Three years
17	1 KVA UPS with 1hr Battery Backup digital display indication	Input Voltage	230 VAC nominal
		Frequency	50 Hz +/-1 Hz
		Output	
		UPS Capacity (total)	1000VA / 600W
		Output Voltage range	230 V +/- 10% with 50 Hz
		Voltage on Battery	230 VAC
		Frequency	On Battery 50 Hz ± 1 Hz
		Operating Temperature:	'-10 °C ~ 60 °C less than 95 % RH
		Battery	60 AH Maintenance-free
		Charger	5A
		Warranty	Three years
		Certificate	Bureau of Indian Standards (BIS)

18	6U Rack (Outdoor)	Dimension:	550 x 400 x 350 mm Wall Mount / Floor Standing /Table Mount option, Front door with Toughen Glass & Lockable, Closed Rubber Grommet at Cable Entry
		Complete Body	Top and Bottom of 18 SWG CRCA Material, Door & inside Channels of 16 SWG CRCA Material
			Weather proof & Compatible to accommodate LIU, Switch, PoE adopter etc. and fitted with cable manager and with mounting accessories
19	9U Rack	Dimension:	Width 600 mm and depth 450 mm -- Wall Mount / Floor Standing / Table Mount option, Front door with Toughen Glass & Lockable, Closed Rubber Grommet at Cable Entry
		Complete Body	Top and Bottom of 18 SWG CRCA Material, Door & inside Channels of 16 SWG CRCA Material
		Power Distribution Unit	1.5 meter cable length for 240/220V AC Supply having 4 sockets of 5 Amp to be used for other devices.
		Fan	Top mounted 90 CFM Fan (01nos.) with finger guard
20	CAT-6 Armored cable	Size:	Armoured CAT-6 (6 Pair) cable design for external use burial and or Arial use, 24 AWG solid copper conductor. Armoured GI wire size: 0.9 mm
21	Fiber cable -- 6 core cable	Size:	Unitube, Single Mode, Outdoor Direct Burial Cable, Central loose tube with jelly compound, High strength ripcord under armoured Cable protected from moisture, suitable for indoor and outdoor use and protected against bending / damage.
22	LC-SC Single Mode Optical fiber duplex patch cord	Size/Length:	LC-SC SM Duplex, the patches to be supplied shall be of full standard optical specifications, length of 1 mtr.
			Terminated connector: compatible with industry standard i.e. EIA/TIA, IEC, ANSI

23	LIU (Line interface Unit) (Optical Fiber interconnecting unit) 06 port fully loaded		- Rack mount type with 06 ports Loaded (SC) SM, pigtail and splice tray. - Aluminum base material for light mounting - Front - mounted cable saddles for jumper management - Can manage both splice and terminations - Preassembled shelves in multiple configuration - Rubber fiber slotted bracket built in, metal splice shelf to protect the fibers - Removable Front and rear covers for better access to interior of LIU - The pigtails to be supplied shall be SC simplex of length 1 meter. The pigtails to be supplied shall be good end face geometry, standard optical specifications, precise length & tolerance.
		As per tech specification	<u>Yes / NO</u>
		Make	
24	Pigtail		The Pigtails to be supplied shall be LC SM SIMPLEX of length 1 meter. The pigtails to be supplied shall be of good end face geometry, full standard optical specification.
		As per tech specification	<u>Yes / NO</u>
		Make:	
25	Media Converter		The media converter should support Single Mode fiber and shall be suitable for interfacing with the camera / Ethernet switch.
26	Power cable	Size:	<u>Un- armored 3 core, 2.5 sq.mm with standard copper conductors</u>
		Insulation:	PVC insulated 1100V grade, FR type suitable for steady temperature of 70 degree C.
		Make	
27	Junction Box (Outdoor)	Size:	Whether proof, FR type suitable for IP based CCTV Camera, Dimension: (100 x 100 x 50) mm,
		Make	
28	HDPE Pipe	Size:	- Dia: Min 25 mm (Inner) - Thick : Min 2.3 mm
		Make:	
29	3 Mtr Pole (Tubular)	Size:	Height: 3 Mtr GI Tubular Poles. Size: Middle 2 Mtr. Long, 88.9mm dia & 3.25mm thick 03-meter heighted pole which to be installed on control room building including clamps and other accessories to be fixed is in the scope of bidder

		Make:	
30	9 Mtr Pole (Tubular) including foundation casting.		Swaged type welded GI tubular pole of Height: 9 Mtrs Size: Bottom 5 Mtr. Long, 114.2mm outer dia & 3.5mm thick, Middle 2 Mtr. Long, 88.9mm dia & 3.25mm thick, Top 2 Mtr long, 76.1 mm dia (outer) and 3.25mm thick. Foundation: 1.5 mtr x 0.450 mtr x 0.450 mtr Pole erection by excavating in any type of soil by providing of M15 Grad concrete (1:2:4) foundation of 1.5 mtr x 0.450 mtr x 0.450 mtr in the scope of bidder
		Make:	
31	Laying of CAT-6 armor/ Fiber optical cable and Power Cable in PVC / HDPE pipe with all necessary accessories.		
32	Digging suitable width up to 450 mm and back filling in any type of soil for laying of surveillance system cable.		
33	Splicing of Single mode Pigtail with Fiber core		
34	Installation and commissioning charges for CCTV surveillance system including providing & Mounting Stand for LED and brackets for IP Bullet/PTZ camera, Patch cord, LIU, power adopter, HDMI cable, connectors, required splicing of cable etc. as per tender terms and condition. All equipment under this package is to be installed in various substation. The OFC cable and Power cable shall be laid in HDPE conduits either in cable trenches or underground depending upon site requirement. If it is underground the depth of trench shall not be less than 2 feet. Civil work if any during the installation activity shall be carried out by the bidder without any extra financial implication to GETCO.		

Software for Network Video Recorder (NVR)

Software for 8 Channel / 16 Channel NVR:

The Software should be designed for open platform and no proprietary hardware required for installation of the software. It should be completely scalable CMS/ CCTV system. The software should support Min. 2 Mega pixel and higher camera and should facilities viewing up to Full HD/ H.265 (0 to 30 fps) on the work station. Recording can be scheduled for the various video source with different frame rates.

Sitemap:

- **Alarms:** The alarms are displayed in the sitemap, enabling the user to take timely action.
- **Field of view:** The user can create field of view of the cameras, indicating the area of coverage.

Recording and playback

- **Video:** An optional streaming is available for rendering additional streams for recording and live viewing. Video Recording on Selected Channel.
- **Search Mode:** Date and Time, Camera, Event, Recording Type
- **Playback Modes:** Fast Forward, Slow Forward, Slow Reverse, Fast Reverse at Different Speed Control, Next Previous Frame
- **Export:** Exporting the video data in native format with multiple file export option makes it a hassle free export and playback of the video sequence. Manual Backup over USB through USB2.0 / USB3.0 interface

Events and controls

- **Alarms:** Supports inbuilt video analytic alarms such as Face detection, Boundary Crossing detection, camera occlusion, Unexpected activity detection, Motion Detection, View Tampering, Connection Failure, Recording Failure, Storage Alert, Disk Volume Full, Disk Fault, Scheduled Backup Fail.
- **Event action:** Automatic actions can be configured per camera for each event. The actions supported comprise SMS, email with Snapshot, camera pre-set, Turn On/Off Alarm Outputs, Buzzer Notification.
- **PTZ controls and digital zoom:** Digital zoom supports both on live and recorded videos.
- **Snapshots:** The snapshot of any camera in the tile can be taken and saved in the database for future investigation and evidence purposes.
- **Camera discovery:** IP cameras of different makes and models can be added automatically. Manual and bulk additions of cameras are also supported.

Reports:

A comprehensive reporting on the alarms, event logs, health status of the devices such as IP Camera, Server and Workstation are provided.

Type Test for Bullet Camera, PTZ Camera & NVR

(1) Following Type Test certificates shall be submitted in Technical specification for IR bullet camera and PTZ camera.

S/n	Test Name	Type Test Standard	Confirmation (Tick ☒ any one)
1	Electrical Fast Transient/burst immunity test (EFT)	IEC 61000 – 4 - 4	YES / NO
2	Damped Oscillatory (1MHz & 100 KHz)	IEC 61000 – 4 – 18	YES / NO
3	AC Voltage Dips & Interruption and voltage variation immunity test	IEC 61000 – 4 – 11	YES / NO
4	Electrostatic immunity test	IECv61000 – 4 – 2	YES / NO
5	Power Frequency Magnetic Field	IEC 61000 – 4 – 8	YES / NO
6	Ripple on DC input Power Supply Port immunity test	IEC 61000 – 4 – 17	YES / NO
7	Immunity to conducted disturbance, induced by radio-frequency fields	IEC 61000 – 4-6	YES / NO
8	Radiated, radio-frequency, electromagnetic field immunity test	IEC 61000 – 4-3	YES / NO
9	Surge immunity test	IECv61000 – 4-5	YES / NO
10	Limits for harmonic current emission (equipment input current ≤ 16A per phase)	IEC 61000– 3-2	YES / NO
11	Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection	IEC 61000– 3-3	YES / NO
12	Audio/Video, information and communication technology equipment-part 1: safety requirement	IEC 62368-1:2018	YES / NO
13	For FCC	47 CFR FCC Part 15-Sub part B (Class B) ANSI:2009	YES / NO
14	For IP66	IS/IEC 60529:2001 Clause No. 12.2,12.3,13.4,13.6,14.2.6,14.3	YES / NO
15	For Vibration	IEC 60068-2-6:2007	YES / NO
16	For IK10	IEC 62262:2002	YES / NO

***** The validity of Type Test shall be 7 years.**

(2) Following Type Test certificates shall be submitted in Technical specification for NVR.:

S/n	Test Name	Type Test Standard	Confirmation (Tick ☐ any one)
1	For CE (EMI-EMC)	IEC/EN 61000-3-3:2003 CISPR 22:2008 CISPR 24:2010 IEC/EN 61000-3-2:2005 + A1:2008 + A2:2009	YES / NO
2	For FCC	47 CFR FCC Part 15-Sub part B (Class B) ANSI:2009	YES / NO
3	For Safety	IEC/EN 60950-1:2005 + A1:2009+A2:2013	YES / NO

*****The validity of Type Test shall be 7 years.**

All Type test for Bullet camera, PTZ Camera & NVR are mandatory and submit along with GTP.

TECHNICAL SPECIFICATIONS FOR Supply, Installation & commissioning of CCTV camera surveillance system at Kansari Store of GETCO.

(TO BE FILLED IN BY THE TENDERER AND FURNISH WITH TECHNICAL BID)

The Specifications is to be filled up in this format and, in the page of Tender Specification only, to be submitted in duplicate along with the offer. This is intended for speedy comparison . The tenderer shall fill in the particulars against appropriate items in respect of each rating and type of equipment offered in the broad categories listed below,

Sr. No.	Item Description	Specifications	TECHNICAL SPECIFICATIONS
1	IP Bullet Camera 5.0 MP	Image Sensor	
		Min. Illumination	
		Lens	
		Day & Night	
		Wide Dynamic Range	
		Digital noise reduction	
		IR Range	
		Compression Standard	
		Video Compression	
		Image	
		Image Resolution	
		Frame Rate	
		Network	
		Network Interface	
		Protocols	
		System Compatibility	
		Interface	
		Communication Interface	
		Built-in memory card slot	
		General	
		Operating Conditions	
		Power Supply	
		Weather Proof	
		Certifications	
		Warranty	
2	PTZ Camera 6.0 MP (25× Zoom)	Image Sensor	
		Min. Illumination	
		White Balance	
		AGC:	
		Lens	
		Day & Night	
		Wide Dynamic Range	
		Shutter Time	
		Digital Zoom	

		IR Range	
		Pan Range	
		Tilt Range	
		Number of Presets	
		Video Compression	
		Image Resolution	
		Frame Rate	
		System Compatibility	
		Network Interface	
		Protocols	
		Built-in memory card slot	
		Operating Conditions	
		Power Supply	
		Weather Proof	
		Certifications	
		Warranty	
3	Network Video Recorder – 64 Channel	Video Input	
		HDMI Output	
		VGA Output	
		Video Compression	
		Recording Resolution	
		Synchronous Playback	
		HDD Ports	
		HDD Maximum Capacity	
		Network Bandwidth	
		RAID Support	
		Network Interface	
		USB Ports	
		Alarm Input/Output	
		Power Supply	
		Operating Conditions	
		Certifications	
		Warranty	
4	Network Video Recorder – 16 Channel	Video Input	
		HDMI Output	
		VGA Output	
		Video Compression	
		Recording Resolution	
		HDD Ports	
		HDD Maximum Capacity	
		Network Bandwidth	
		Network Interface	
		USB Ports	
		Power Supply	
		Operating Conditions	
		Certifications	

		Warranty	
5	PoE Switch (24 Port)	Network Ports	
		PoE Standard	
		Power per Port	
		Total Power Budget	
		Network Standards	
		Flow Control	
		Lightning Protection	
		Operating Conditions	
		Power Supply	
		Certifications	
		Warranty	
6	PoE Switch (8 Port)	Network Ports	
		PoE Standard	
		Power per Port	
		Total Power Budget	
		VLAN/CCTV Mode	
		Lightning Protection	
		Operating Conditions	
		Power Supply	
		Certifications	
		Warranty	
7	PoE Switch (8 Port GbE)	Network Ports	
		PoE Standard	
		Power per Port	
		Total Power Budget	
		VLAN/CCTV Mode	
		Lightning Protection	
		Operating Conditions	
		Power Supply	
		Certifications	
		Warranty	
8	Optical Fiber Interconnection Unit (LIU)	Ports	
		Height	
		Suitable Adapters	
		Operating Temperature	
		Material	
		Compliance	
9	CAT-6 UTP Cable	Conductor	
		Insulation	
		Jacket	
		Cable Diameter	
		Standards Compliance	

		Frequency Range	
		Characteristic Impedance	
10	Fiber Patch Cords	Connector Type	
		Optical Fiber	
		Cable Type	
		Insertion Loss	
		Return Loss	
		Operating Temperature	
11	Cat6 UTP Patch Cables	Conductor	
		Shielding Type	
		Termination	
		Standards Compliance	
		Data Rate Support	
		Bandwidth	
12	SFP Transceiver	Type	
		Transmission Distance	
		Data Rate	
		Operating Temperature	
		Compliance	
13	Outdoor Enclosure (Rack)	Construction	
		Protection Level	
		Mounting	
		Cooling	
		PDU	
		Mounting Options	
14	22" LED Monitor With Wall Mount Bracket.	22" LCD Monitor	
		Max Resolution	
		Interface	
		Power Supply:	
		Warranty	
15	32 "LED Monitor with Wall Mount Bracket.	32" LCD Monitor	
		Max Resolution	
		Interface	
		Power Supply:	
		Warranty	
16	6 / 12 TB SURVEILLANCE HDD	RPM	
		Warranty	
17	1 KVA UPS with 1hr Battery Backup digital display indication	Input Voltage	
		Frequency	
		Output	
		UPS Capacity (total)	
		Output Voltage range	
		Voltage on Battery	
		Frequency	
		Operating	

		Temperature:	
		Battery	
		Charger	
		Warranty	
		Certificate	
18	6U Rack (Outdoor)	Dimension:	
		Complete Body	
19	9U Rack	Dimension:	
		Complete Body	
		Power Distribution Unit	
		Fan	
20	CAT-6 Armored cable	Size:	
21	Fiber cable -- 6 core cable	Size:	
22	LC-SC Single Mode Optical fiber duplex patch cord	Size/Length:	
23	LIU (Line interface Unit) (Optical Fiber interconnecting unit) 06 port fully loaded		
		As per tech specification	<u>Yes / NO</u>
		Make	
24	Pigtail		

		As per tech specification	<u>Yes / NO</u>
		Make:	
25	Media Converter		
26	Power cable	Size:	
		Insulation:	
		Make	
27	Junction Box (Outdoor)	Size:	
		Make	
28	HDPE Pipe	Size:	
		Make:	
29	3 Mtr Pole (Tubular)	Size:	
		Make:	
30	9 Mtr Pole (Tubular) including foundation casting.		
		Make:	
31	Laying of CAT-6 armor/ Fiber optical cable and Power Cable in PVC / HDPE pipe with all necessary accessories.		
32	Digging suitable width up to 450 mm and back filling in any type of soil for laying of surveillance system cable.		
33	Splicing of Single mode Pigtail with Fiber core		

34

Installation and commissioning charges for CCTV surveillance system including providing & Mounting Stand for LED and brackets for IP Bullet/PTZ camera, Patch cord, LIU, power adopter, HDMI cable, connectors, required splicing of cable etc. as per tender terms and condition. All equipment under this package is to be installed in various substation. The OFC cable and Power cable shall be laid in HDPE conduits either in cable trenches or underground depending upon site requirement. If it is underground the depth of trench shall not be less than 2 feet. Civil work if any during the installation activity shall be carried out by the bidder without any extra financial implication to GETCO.

ANNEXURE – 1

**DETAILS OF THE EXPERIENCE FOR SUPPLY OF TENDER ITEM /SIMILAR
TYPE OF TENDER ITEM IN LAST FIVE YEARS**

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No	ITEMS Supplied & Executed TO	ORDER REFEREN CE No. & DATE	Name of ITEMS	ORDER Quantity of CCTV Camera	ORDER FULLY EXECUTE D YES/NO	STATUS, IF ORDER UNDER EXECUTI ON	Amount of order in Lacs	Remark s
A	GUVNL (Formerly GEB) MGVCL/UGVCL/DGVCL/PGVCL/GETCO/GSECL							
1)								
2)								
3)								
4)								
5)								
B	OTHER STATE ELECTRICITY BOARD:							
1)								
2)								
3)								
4)								
5)								

ANNEXURE – 2

**DETAILS OF THE AMC FOR OF TENDER ITEM /SIMILAR TYPE OF TENDER
ITEM /SURVEILLANCE SYSTEM IN LAST FIVE YEARS**

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No	AMC for Surveillance System for	ORDER REFERENCE No. & DATE	Name of ITEMS	ORDER QUANTITY	ORDER FULLY EXECUTED YES/NO	STATUS, IF ORDER UNDER EXECUTION	Amount of order in Lacs	Remarks
A	GUVNL (Formerly GEB) MGVCL/UGVCL/DGVCL/PGVCL/GETCO/GSECL							
1)								
2)								
3)								
4)								
5)								
B	OTHER STATE ELECTRICITY BOARD:							
1)								
2)								
3)								
4)								
5)								

ANNEXURE - 3

DETAIL OF OEM CERTIFICATE OF SYSTEM INTEGRATOR

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No.	Name of the OEM by whom certificate is issued	Reference No. & date	Certificate is Valid up to
1	2	3	4

ANNEXURE – 4

**DETAILS OF THE EXPERIENCE FOR EXECUTED SURVAILANCE SYSTEM
PROJECTS IN LAST FIVE YEARS**

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No	ITEMS Supplied & Executed TO	ORDER REFEREN CE No. & DATE	Name of ITEMS	Execute d Quantity of CCTV Camera	Performa nce Certificat e Reference No. & date	STATUS, IF ORDER UNDER EXECUTI ON	Amount of order in Lacs	Remark s
A	GUVNL (Formerly GEB) MGVCL/UGVCL/DGVCL/PGVCL/GETCO/GSECL							
1)								
2)								
3)								
4)								
5)								
B	OTHER STATE ELECTRICITY BOARD:							
1)								
2)								
3)								
4)								
5)								

ANNEXURE – 5

PROPOSED SOLUTION OF CCTV SURVEILLANCE SYSTEM

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No.	Details of the Items / Equipments Offered	Solution of CCTV System of single OEM make / multiple OEM make. i.e. Cameras, NVR & analytic software
1		
2		
3		
4		
5		

ANNEXURE – 6

DETAILS OF SERVICE CENTRE IN GUJARAT

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

DETAILS OF SERVICE CENTRE IN GUJARAT				
Sr. No.:	Name of service Centre	Certificate Number along with Validity	Address of Office & Contact Phone / Fax No. / Mobile No. e- mail ID	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
6				
Name of Authorized Signatory:				

ANNEXURE – 7

**DETAILS OF THE EXPERIENCE FOR EXECUTED SURVAILANCE SYSTEM
PROJECTS IN POWER SECTOR**

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No	ITEMS Supplied & Executed TO	ORDER REFEREN CE No. & DATE	Name of ITEMS	Execute d Quantity of CCTV Camera	Performa nce Certificat e Reference No. & date	STATUS, IF ORDER UNDER EXECUTI ON	Amount of order in Lacs	Remark s
A	Power Sector							
1)								
2)								
3)								
4)								
5)								

UNDERTAKING

(TO BE SUBMITTED / e-TENDER FORMAT ONLY)

Sr. No	Details	Confirmation (Tick ☒ any one)
1	Annexure –1	YES / NO
2	Annexure -2	YES / NO
3	Annexure – 3	YES / NO
4	Annexure-4	YES / NO
5	Annexure-5	YES / NO
6	Annexure-6	YES / NO
7	Annexure-7	YES / NO
8	Confirmation of GETCO technical specification	YES / NO
9	Guaranteed Technical particulars submitted in GETCO Performa only.	YES / NO
10	Undertaking in regard to Stop Deal / Black List	YES / NO
11	Certificate / Undertaking in regard to restrictions on procurement from a bidder of a country which shares a land border with India	YES / NO

I / WE, confirm that following documents are filled in / submitted in the Offline / e- tendering format of the technical bid.

(PART – I)-(SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars:

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

2.0 Tender Fee:

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

3.0 Earnest Money Deposit (EMD):

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

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

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

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

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

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

4.0 Confirmation by Bidder:

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

5.0 QUALIFYING REQUIREMENT

TECHNICAL CRITERIA:

1. Bidder shall be Original equipment manufacturer (OEM) or authorized dealer of CCTV Camera in India for the state of Gujarat. Authorization certificate with validity shall be submitted along with the bid.
2. The bidder shall have executed similar work of at least **200** cameras during last five years out of which minimum 02 orders must be of minimum **50** cameras. The work order copies and Completion Certificate / Performance Certificate shall be submitted along with the bid.

FINANCIAL CRITERIA:

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

1. GST Registration No. and date.
2. Registration. No. under Shops & Establishment Act/ issuing authority.
3. Details of Partners/Directors of the Firm/Company.
4. Experience Record and details of orders pending / executed for various utilities.
5. Last Three years Profit Loss , Balance Sheet & ITR

6. Detail of Manufacturing / Fabrication facilities along with list of Testing Equipment calibrated up to date. The detail for the same may be submitted.
7. Solvency certificate from Bank (20% of Bid value).
8. P.F registration

7.0 Price Inclusions (including Taxes & Duties):

7.1 GOODS AND SERVICE TAX (GST):

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

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

7.3 Evaluation of the tender shall be carried out on **Quality & Cost based selection**. (OLD: end cost basis).

7.4 Statutory Variations:

Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the GETCO's account, subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the GETCO immediately without waiting for demand notice from GETCO.

7.5 Income Tax

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

7.6 Welfare Cess

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

8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT

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

8.2 The successful bidder will be required to pay an amount equivalent to 10% of the value of the order (END cost) as a Security Deposit for satisfactory execution of the contract and as performance guarantee. Such Security Deposit will be payable either in DD payable at Vadodara / Bank guarantees from Scheduled / Nationalized Banks will be acceptable. If the amount of security deposit payable exceeds Rs. 50,000/- Bank Guarantees will be furnished. The Bank Guarantees furnished should have clear one-time validity till the completion of the order in all respect and up to the expiry of the Guarantee period of **37 Months (i.e. 36 Months + 1 Month) from the date of Signature & Seal of Bidder**

Commissioning of CCTV camera Surveillance system. Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which Board will be at liberty to redeem the same, without entering into further correspondence in the matter.

- 8.3 No interest will be allowed on amount of Security deposit.
- 8.4 The Security Deposit-cum-performance Guarantee deposit as above on total shall be kept deposited up to 3 years from the date of commissioning of CCTV camera surveillance system.
- 8.5 This security deposit is for the performance of contract and the same is liable to be forfeited by the GETCO in event of non-fulfillment of the term and conditions of this contract by the contractor.
- 8.6 Corporate Guarantees are not admissible.
- 8.7 The 'Signing of Contract' and 'Contract Agreements' will be done as per prevalent GETCO Terms and Conditions.
- 8.8 A/T shall be issued on receipt of Bank Guarantees, contract agreement & Indemnity Bond within 30 days of issue of LOA.
- 9.0 **GUARANTEE PERIOD:**

Total material supplied and work executed shall be covered under guarantee period against any defect in materials, poor workmanship or defect/ wrong design etc. for a period of 36 months (03 years) from the date of Commissioning of CCTV camera surveillance system.

10.0 PENALTY FOR DELAY:

- 10.1 The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cut-off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week plus GST as applicable on delayed work (supply and erection work) with a ceiling of 10% of the total contract value plus GST as applicable.
- 10.2 **The** parties agree that delay in completion of contract will result into loss of revenue and consequently loss of profit to the owner. However, the amount of loss of revenue on account of delay in commissioning the works cannot be calculated accurately at this stage. The parties, therefore, agree that the penalty stipulated above is a genuine pre-estimate of the loss/damage which will be suffered on account of delay and/or breach on the part of contractor and the said amount will be payable by the contractor on demand.
- 10.3 In event of failure of the contractor to pay the amount of penalty as demanded, the owner shall be entitled to deduct the amount of penalty for delay from the amounts payable to the contractors under any bills raised under this contract or any other amount payable under any other contract with 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
- 10.4 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.
- 10.5 Tenderer shall have to supply all materials to match with the erection activities.
- 10.6 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to GETCO as penalty a sum specified for each specified period of delay.
- 10.7 Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.
- 10.8 For the purpose of penalty, contractual obligation shall be completion of all the Civil, supply and erection contracts as per time schedule & value of these contracts shall be **“total contract value”** for the working of penalty in line with above relevant clause. While deducting the penalty, the total penalty should not exceed 10 % of total contract value (Supply+Erection+Civil).

11.0 COMPLETION PERIOD:

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

Supply, Installation & commissioning of CCTV camera surveillance system at Kansari Store Under Deesa Construction under Palanpur Circle: **06 Months (Six Calendar Months) from the date of issue of LOA.**

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

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

12.0 Presentation of Bills

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

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

12.3 5% payment out of Balance 10% of supply value shall be paid on successful commissioning of CCTV Surveillance system against completion certificate and only after settlement of material account statement of items supplied, used, erected and successful commissioning is settled for complete lot and will be release only after passing of final bill. Balance 5% will be released only after completion of Three (03) years warranty period.

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

- Item wise work done during billing period.
- Item wise cumulative work done.
- Account for material consumed and balance stock.

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

13.0 Penalty Clause:

Penalty:

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

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

13.2 Reporting:

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

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

13.3 Safety Requirement:

13.3.1 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.

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

- Safety equipments available and utilize.
 - (a) Helmet.
 - (b) Safety belt.
 - (c) Safety shoes.
 - (d) Live line Voltage detector
- Safety procedure adopted.
 - (a) Permit to work
 - (b) Earthing at the place of work.
 - (c) Adequate supervision.
- T & P physical Check. (Healthiness and Quality)
 - (a) P.P.rope.
 - (b) Wire rope and sling.
 - (c) Earthing rod

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

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

14.0 During the Three (03) year period, in case of any defects observed at any of the sites, the bidder shall depute its authorized service personnel for attending the defects at the earliest.

For any problem the service engineer shall rectify defect in functioning of CCTV, within 48 hrs. from time of lodgment of complaint. The time which will be treated as the time of lodgment of the complaint will be the 1st Call on mobile or the time of 1st e-mail sent to the service Centre in this regard. In case of failure in providing service within the above time frame, GETCO shall deduct penalty as mentioned hereunder:

- 1-7 days excluding date of lodgment of complaint: Rs. 100/= for the day CCTV out of service
- From 8th day to 30 days : Rs. 250/= for the day CCTV out of service
- More than 30 days : Rs. 350/= for the day CCTV out of service

The penalty amount will be recovered from the balance 5 % amount.

During the Three (03) year period in case of failure / trouble in any of the equipments supplied by the bidder, eg. Monitor / hard disc / camera / NVR / POE switch etc, the same shall be repaired / replaced by the bidder at his own cost.

15.0 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."

16.0 SPECIFIC TECHNICAL REQUIREMENT:

1. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality as per description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.
2. Technical Specifications:
 - a) The bidder should submit the following:
 - i. Authorization letter from OEM / Technology partner.
 - ii. Technology partner letter confirming 'Products quoted are not end of-life for the further period of at-least 5 years'.
 - iii. Support including spares, Software upgrades shall be made available for at-least next 5 years.
 - b) The Bidder shall ensure that the products and related services comply with the technical specifications and other provisions of the Contract.
 - c) The products and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Products.
3. 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.
4. All erection work includes erection insurance to be arranged by the contractor at his cost.
5. Contractor has to submit the planning bar chart before starting the working during kick-off meeting.
6. All technical compliance has to be submitted on Bidder letter head duly signed and stamped.
7. GETCO reserves the right to inspect the full or partial materials at bidder's factory / warehouse. The inspection cost to be borne by the respective bidders. Bidder's declaration to be submitted.
8. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent

practices as on date of submission of the proposal. Declaration on bidder's letter head to be submitted.

9. The MAC (Media Access Control) address of the IP cameras must be registered in the name of bidder supplying the cameras. Declaration from OEM to be submitted.
10. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system and systems and components shall have been thoroughly tested. Test report of all equipment and materials used in CCTV Surveillance system shall be submitted.
11. Bidder should have online dedicated CCTV support centre available during working hours and a fully equipped repair and maintenance office in India and in the state of Gujarat Ahmedabad / Vadodara / Surat will be preferable. Letter of Undertaking along with details of helpdesk to be submitted by Bidder.
12. Bidder should have presence in India for the past 2 years with fully equipped repair and maintenance centre and toll free number. Documentary evidence for presence in India for the past 2 years.
13. The Offered Cameras, Recorder, CMS (Control room monitoring systems), Analytic shall be from the same bidder to ensure seamless integration & better support. However, the future scalability for offered VMS (Video Management Systems) & Cameras should be ONVIF (Open Network Video Interface Forum) latest version available in Year-2020 compliant. Declaration from Bidder shall be submitted.
14. Bidder shall have to submit details of IP (**Internet Protocol**) address for all camera and NVR should be compatible for VMS.
15. The bidder shall have to submit all the required documents/certification/declaration/under taking on the letter head of the bidder, without which, the bid will be rejected and will not be processed further.
16. The equipment proposed shall be of similar or higher rating and compatible with web based network.

17.0 Deviation to technical specification:

No deviations to the technical specifications in the tender documents shall be permitted. The section IV shall be filled up and submitted duly signed along with the bid.

18.0 Tender with conditional offer shall be liable for rejection.

19.0 Instructions before submitting your bid.

- Bidders are permitted to quote the rates on Item rate basis.
- The bidder must ensure that all the Schedules are completely filled up in their tenders and that complete information called for is given. Failure to furnish full and complete details or furnishing vague information would make the tender liable for rejection.

20.0 Pre-Bid meeting (If required)

No Pre-Bid meeting and Demonstration will be arranged.

21.0 System Specification & Requirements

S. No.	Description	Reasons if required documentation is not provided.
1	SYSTEM COFIGURATION DETAILED DESIGN: Vendor should give full system configuration giving diagram and detailed placement of each components/ sub systems along with technical bid.	

2	Operation and service manuals for each type of items supplied to be provided – 1 set of Service manuals will provide complete system details like operation, & maintenance of system with details configuration, relevant lay out, diagram and drawings.	
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23.0 Evaluation & Comparison of Bids:

Stage-1: QUALIFYING REQUIREMENT

The Technical Bid will be evaluated on the basis of submission of Technical criteria and Financial criteria

The Technical bids will be opened for the Qualifying Requirement qualified bidders only.

Stage-2: Technical Bid:

The Technical Bid will be evaluated on the basis of submission of Technical Specification, Granted Technical Particulars, Type Test reports as per Annexure – B and Test Certificate as per tender terms and condition.

Final Bid Evaluation:

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

SECTION – IV

(DEVIATIONS IF ANY -TO BE GIVEN IN TECHNICAL BID)

SCHEDULE OF DEVIATIONS

All deviation from the General Conditions shall be filled in by the BIDDER clause by clause in this Schedule.

SECTION	CLAUSE NO.	DEVIATIONS

The BIDDER hereby certifies that the above mentioned are the only deviation from General & Technical Terms and Conditions of Contract.

COMPANY SEAL

SIGNATURE: _____

DESIGNATION: _____

COMPANY: _____

(On stamp paper of Rs 300/-)

E.M.D BANK GUARANTEE FORMAT

FOR TENDER NO: _____

B.G.No. _____ Issued on dated: _____

WHEREAS M/s. _____

(Name & Address of the Firm), having their registered office at _____ (Address of the firms Registered office) (Hereinafter called the 'Tenderer') wish to participate in the tender No. _____ for _____ work (Supply/ Erection/ Supply & Erection Work) of _____ (Name of the material / equipment / Work) for _____ Gujarat Energy Transmission Corporation Ltd. (Hereinafter called the "Beneficiary") and WHEREAS a Bank Guarantee for Rs. _____ (Amount of Bank Guarantee towards EMD) valid till _____ (Mention here date of validity of this Guarantee, which **will be 6 (SIX) months from the date of submission of the tender**) which is required to **be submitted by the tenderer along with the tender.**

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and Unconditionally to pay immediately on demand in writing from the Gujarat Energy Transmission Corporation Ltd. or any officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (Amount of E.M.D.), (Rupees in words _____) to the said Gujarat Energy Transmission Corporation Ltd. on behalf of the Tenderer.

We _____ (Name of the bank) also agree that withdrawal of the tender/bid/EOI or part thereof by Tenderer within its validity or Non-submission of performance guarantee towards execution / supply period by the Tenderer within 15 days from the date of issue of Letter of Acceptance Gujarat Energy Transmission Corporation Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Mention here the date of validity of the Bank Guarantee) and shall not be terminable by notice or by Guarantor for change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of

time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the GETCO.

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 (i.e. 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 hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt of E.M.D.) (Rupees _____) (In words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (**date of validity of the 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**

FORM OF BANKER'S UNDERTAKING

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

To,

Chief Engineer (Procurement & Contracts)

BG. No.

Gujarat Energy Transmission Corporation Ltd,

Issue Date

Sardar Patel Vidyut Bhavan,

Expiry Date

Race Course

Amount

Vadodara-390 007

In consideration of the [Insert name of the Supplier / Contractor / Agency, Address] who have entered into a contract for the supply/works specified below:

LOA / A.T. No. _____ dated _____ with Gujarat Energy Transmission Corporation Limited (herein after referred to as GETCO), We [Insert name and address of the bank issuing the guarantee and address of the Registered office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the GETCO at Sardar Patel Vidyut Bhavan, Race Course, Vadodara forthwith on demand in writing from the GETCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees only [Insert the amount of the bank guarantee].

This Bank Guarantee shall be valid and binding on the Guarantor Bank up to _____ with a right to seek encashment for a period up to 30 days from the said Date (Date of Expiry of BG) and shall in no event be terminable by notice or any change in the constitution of the Bank or the term of the Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees... (Rs. only). Our Guarantee shall remain in force until [Insert Date of Expiry of BG]. The GETCO shall be entitled to invoke this Guarantee any time up to thirty (30) days of the last date of the validity of this Guarantee i.e. _____ [Date of Expiry of BG + 30 days] by issuance of a written demand to invoke this guarantee.

The BANK GUARANTEE can also be presented at the _____ [hereinafter referred to as Local Branch at Vadodara] of the _____ (Issuing Bank of BG) for its Invocation.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the GETCO, made in any format, raised at the above mentioned address or local branch at Vadodara of the Guarantor Bank, in order to make the said payment to the GETCO at Vadodara.

The Guarantor Bank shall make payment hereunder on first demand without demur and without raising any restriction or conditions and notwithstanding any objection by, [Insert name of Contractor/Supplier/Agency] and/or any other person.

The Guarantor Bank shall not require the GETCO to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the GETCO in respect of any payment made hereunder.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the GETCO shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the _____ (Name of party) to make any claim against or any demand on the _____ (Name of party) or to give any notice to the _____ (Name of party) or to enforce any security held by GETCO or to exercise, levy or enforce any distress, diligence or other process against _____ (Name of party)

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Vadodara shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

The Guarantor Bank hereby agrees and acknowledges that the GETCO shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Any Demand made by GETCO on the Guarantor Bank or its Local Branch at Vadodara shall be conclusive and binding notwithstanding any difference between GETCO and _____[Name of Supplier/Contractor/Agency] or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rupees. only) and it shall remain in force until[Insert date of validity of BG], with an additional claim period of thirty (30) days of the last date of the validity of this Guarantee i.e._____ [Date of Expiry of BG + 30 days]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the GETCO serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Name and Address.

2.

Signature(s) of

Name and Address

Constituted Attorney with POA No. and
round seal of Bank

OR

Signature of Two Bank Officials with them
sign, sign code nos. & round seal of Bank

Note:

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

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

- i. All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD / EMD for the period **up to 31.03.2023**. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. A U Small Finance Bank
2. The Ahmedabad Mercantile Co-Operative Bank Ltd.
3. Axis Bank
4. City Union Bank
5. DBS Bank India Ltd
6. DCB Bank
7. Equitas Small Finance Bank
8. Federal Bank
9. HDFC Bank
10. ICICI Bank
11. IndusInd Bank
12. Kalupur Commercial Co-Operative Bank Limited.
13. Kotak Mahindara Bank
14. Nutan Nagrik Sahakari Bank Ltd.
15. Rajkot Nagarik Sahakari Bank Limited
16. RBL Bank
17. Saraswat Co-operative Bank
18. Saurashtra Gramin Bank
19. Standard Chartered Bank
20. Tamilnadu Mercantile Bank
21. The Gujarat State Co-Operative Bank
22. The Mehsana Urban Co-Operative Bank Ltd.
23. The Surat District Co-operative Bank
24. The Surat Peoples Co-operative Bank
25. Ujjivan Small Finance Bank

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

INDEMNITY BOND

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

INDEMNITY BOND

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

_____ (hereinafter called "the Contractor" which expression shall, where the context so admits, include their heirs, executors, administrators and legal representatives, successors and permitted assigns) are hereby held and firmly bind unto the Gujarat Energy Transmission Corporation Ltd (hereinafter called "the GETCO" which expression shall, where the context so admits, include its successors and assigns) to refund the full amount of materials supplied by the GETCO under the terms and conditions of LOA No. _____

_____ dated _____ against any loss damage or deterioration of whatsoever nature occurs to said materials supplied by the GETCO and which are in the custody of the contractor at their works site, on behalf of the GETCO, at _____ (name of line) _____ and / or if any of the said materials, when inspected by any officer authorized by the GETCO in this behalf, is found to be damaged, lost, deteriorated in quality or quantity, the contractor hereby agrees to bind himself to indemnity and at all times keep indemnified the GETCO against all loss, damage and deterioration to the any material supplied by the GETCO during his custody and shall pay in cash on demand from the GETCO within 30 days the market value of such materials which is lost, damaged or deteriorated in full to the GETCO and shall also hereby authorize the GETCO to deduct the said sum from any sum due to the contractor or any sum which may at any time become due to the contractor under the above referred contract or any other contract entered into by the contractor with the GETCO.

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

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

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

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

THE WITNESS WHERE OF: We the

Said M/S _____

(Signature of contractor)

(Seal of Firm)

hereto signed at _____

this day _____

In the presence of

1. _____ Name _____

_____ address _____

(Signature)

2. _____ Name _____

_____ address _____

(Signature)

PARFORMA FOR CONTRACT AGREEMENT

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

CONTRACT AGREEMENT

This Agreement is made at GETCO the _____ day of _____ in the Christian Year Two thousand _____ 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 Sardar Patel Vidyut Bhavan, Race Course, Baroda 390 007 (hereinafter called "The GETCO" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

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

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

AND WHEREAS THE GETCO has accepted the tender of contractors for the construction of the said works for the sum of Rs. _____ Rupees (_____) upon the terms and subject to the conditions herein mentioned. NOW THIS AGREEMENT WITNESSESS AND IT IS HEREBY AGREED AND DECLARED THAT.

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 doth hereby covenant with the contractor to pay all the sums of moneys as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated here-in-before in this contract are subject to and without prejudice to the rights of the Board to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractor of the conditions and the covenants as stipulated in the general conditions, specifications, forms or tender schedule etc. attached with GETCO's Order No. _____

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

SCHEDULE

List of documents forming part of the contract:

1. GETCO's Tender Specification No. _____ and contractor's offer opened on dt. _____
2. Board's contract booklet – "Tender & Contract of Works".
3. Board's order No. _____ dt. _____
4. Contractor's acceptance of order vide letter No. _____.
5. Contractor's Partnership Deed dtd. _____.
6. 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

Chief Engineer (Procurement & Contracts)

(Signature with name, Designation and official seal)

for and on behalf of Gujarat Energy Transmission Corporation Ltd, Sardar Patel Vidyut Bhavan,
Race Course, BARODA - 390 007.

In the presence of name, full addressed and Signature:

- (1) _____
_____ (Signature)

- (2) _____
_____ (Signature)

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 _____ 2021. 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 per person
1	Up to 1 Lakh	Rs.5000/- plus GST as applicable
2	Above 1 Lakh to 10 Lakh	Rs.25000/- plus GST as applicable
3	Above 10 lakh to 100 Lakh	Rs.100,000/- plus GST as applicable
4	Above 100 Lakh	1.0 % plus GST as applicable

- g. I/We the CONTRACTOR hereby confirm that in case of any dispute/difference for settlement of claims under this Safety Cum Indemnity bond the courts in Gujarat State wherever job/work is performed or as per GETCO norms shall have the jurisdiction to decide the rights & liabilities of the parties while adjudicating the matter of claims under this Safety Cum Indemnity Bond.
- h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the CONTRACTOR's application after the Contractor has discharged all his obligations under the order mentioned hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order. The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).
- i. This Safety cum Indemnity Bond and the guidelines as per Annexure-A herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities Hereto before given to the GETCO by the CONTRACTOR and this indemnity does not Revoke or limit such indemnities or guarantees. IN WITNESS WHEREOF the Parties hereto have executed this indenture the day the year First hereinabove written.

j. Reporting: -

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

k. Safety Requirement:

- i) Kick off Meeting exclusively for safety shall be done in each contract in presence of contractor's site in charge and supervisor. Safety document shall be handed over and vital safety norms and key points of safety related to project shall be explained and recorded for commitment by erection contractor. Such records are mandatory for clearing first erection bill.
- ii) During site visit by GETCO officials, the following checks during execution of work shall be covered.
 - I. Safety equipment available and utilize.
 - (e) Helmet.
 - (f) Safety belt.
 - (g) Safety shoes.
 - (h) Live line Voltage detector
 - II. Safety procedure adopted.
 - (d) Permit to work
 - (e) Earthing at the place of work.
 - (f) Adequate supervision.
 - III. T & P physical Check. (Healthiness and Quality)

Signature & Seal of Bidder

- (a) P.P. rope.
 - (b) Wire rope and sling.
 - (c) Earthing rod
- IV. If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/- plus GST as applicable per occasion. (Max.Rs.3000/--for violation of three conditions)
- V. During subsequent visit, if violation is found, then double penalty plus GST as applicable shall be deducted from the bill of the Contractor/Agency.

- I. 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.

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

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.

ANNEXURE-A

OUR ENDEVOUR - Safety a habit

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

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

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

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

20 A FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR

(Rupees in Lakhs)

Sr. No.	Financial parameters	2021-22	2020-21	2019-20	2018-19	2017-18
1	Net Worth					
a)	Paid up Capital					
b)	Free Reserves and Surplus *					
c)	Misc. expenses to the extent not written off					
	Net Worth (a+b-c)					
2	Annual Turnover**					
3	Liquid Asset (Total Current Asset – Inventories)					

* Free Reserve and Surplus should be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income / turnover as incorporated in the Profit and Loss account excluding non-recurring income, i.e., sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditor's report and notes to accounts etc.

Date:

Certified by

Place:

(Chartered Accountants)

Membership no.

Seal

Price schedule

Part-A (Supply)

Sr No	Description of work/Supply	Unit	Qty	Unit Ex-works price in Rs.	Total Unit FOR destination cost in Rs.	Unit GST with Cess, if any per unit in Rs.	Unit Total end cost with GST	Total FOR. Cost in Rs. Without GST	Total End cost in Rs. With GST
1	Supply of IP Bullet camara (5MP) with bracket mounting as per specification.	Nos	66						
2	Supply of IP PTZ camara (6MP 25X Zoom) with bracket mounting as per specification.	Nos	4						
3	Supply of Network Vedio Recorder (64CH)	Nos	2						
4	Supply of 10TB Surveillance HDD	Nos	10						
5	Supply of POE switch 16+2 sfp	Nos	5						
6	Supply of POE switch 8+2 sfp	Nos	6						
7	Supply og GIGA switch 8 SFP + 2 goga lan	Nos	2						
8	Supply of OFC 6 port fully loaded LIU	Nos	10						
9	Supply of OFC 24 port fully loaded LIU	Nos	1						
10	Supply of 4U out door Rack	Nos	11						
11	Supply of 12U rack	Nos	1						
12	Supply of SFP	Nos	24						
13	Supply of patch code for OFC	Nos	24						
14	Supply of CAD-6 cable	MTR	2500						
15	Supply of OFC cable	MTR	1500						
16	Supply of IC-SC single mode OFC code	Nos	24						
17	Splicing of single mode pigtail with fiber code	Nos	123						

18	Supply of RJ-45 connector	Nos	250						
19	Supply of CAD-6 patch code	Nos	30						
20	Supply of wireless mouse	Nos	2						
21	Supply of 15 meter 4K HDMI cable	Nos	2						
22	Supply of Camara safety PVC box	Nos	101						
23	Supply of HDPE pipe	Nos	1700						
24	Supply of Pole for CCTV (8 MTR)	Nos	10						
25	Supply of LED TV (50") Monitor	Nos	2						

Part-B (One time installation & commissioning charges)

Sr No	Description of work/Supply	Unit	Qty	Unit Ex-works price in Rs.	Total Unit FOR destination cost in Rs.	Unit GST with Cess, if any per unit in Rs.	Unit Total end cost with GST	Total FOR. Cost in Rs. Without GST	Total End cost in Rs. With GST
1	Installation of IP Bullet camara (5MP) with bracket mounting as per specification.	Nos	66						
2	Installation of IP PTZ camara (6 MP 25X Zoom) with bracket mounting as per specification.	Nos	4						
3	Installation of Network Vedio Recorder (64CH)	Nos	2						
4	Installation of 10TB Surveillance HDD	Nos	10						
5	Installation of POE switch 16+2 sfp	Nos	5						
6	Installation of POE switch 8+2 sfp	Nos	7						
7	Installation og GIGA switch 8 SFP + 2 goga lan	Nos	2						
8	Installation of OFC 6 port fully loaded LIU	Nos	10						
9	Installation of OFC 24 port fully loaded LIU	Nos	1						
10	Installation of 4U out door Rack	Nos	11						

11	Installation of 12U rack	Nos	1						
12	Installation of SFP	Nos	24						
13	Installation of patch code for OFC	Nos	24						
14	Installation of CAD-6 cable	MTR	3000						
15	Installation of OFC cable	MTR	1500						
16	Installation of IC-SC single mode OFC code	Nos	24						
17	Installation Splicing of single mode pigtail with fiber code	Nos	123						
18	Installation of RJ-45 connector	Nos	250						
19	Installation of CAD-6 patch code	Nos	30						
20	Installation of wireless mouse	Nos	2						
21	Installation of 15 meter 4K HDMI cable	Nos	2						
22	Installation of Camara safety PVC box	Nos	101						
23	Installation of HDPE pipe	Nos	2000						
24	Installation of Pole for CCTV (8 MTR)	Nos	10						
25	Installation of LED TV (50") Monitor	Nos	2						
26	Digging /Excavation 600 MM trench	MTR	2000						

Part-C (One Site service & support for First- second -Third Year charges

Sr No	Description of work/Supply	Unit	Qty	Unit Ex-works price in Rs.	Total Unit FOR destination cost in Rs.	Unit GST with Cess, if any per unit in Rs.	Unit Total end cost with GST	Total FOR. Cost in Rs. Without GST	Total End cost in Rs. With GST
1	One site service & support first Year	JOB	1						
2	One site service & support Second Year	JOB	1						
3	One site service & support Third Year	JOB	1						

Remark:

1. Applicable GST rates needs to be mentioned in column no.6 above and in in case of tendered opting for Composition scheme, "C" shall be mentioned and amount (in Rs.) shall be "0" (Zero) in column no. 11
2. I / We agree to supply the articles noted above at the rates herein tendered by me / us subject to the condition of the tender and supply at the tendered inquiry which I / We have carefully read and which I / We have thoroughly understood and to which I / We agree.
3. I/ We hereby agree to keep this offer open for 120 days after returnable date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

**Superintending Engineer
GETCO, Palanpur Circle**