

PART.II
TECHNO COMMERCIAL BID

Technical Specification & Commercial Conditions

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
BARODA**

Date :

I N T E G R I T Y P A C T

OUR ENEAVOUR

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

GETCO COMMITMENT

- ☐ To maintain the highest ethical standards In business and professional
- ☐ Ensure maximum transparency to the Satisfaction of stakeholders.
- ☐ To ensure to fulfill the terms of agreement / contract and to consider objectively the viewpoint of parties.
- ☐ To ensure regular and timely release of payment on due dates for work done.
- ☐ To ensure that no improper demand is made by employees or by anyone on our behalf.
- ☐ To give maximum possible assistance to all the Vendors / Suppliers / Service provider and other to enable them to complete the contract in time.
- ☐ To provide all information to suppliers/ contractors relating to contract / Job which facilitate him to complete the contract / job successfully in time.
- ☐ To ensure minimum hurdles to Vendors/ suppliers / contractors in complete of agreement / contract / work order.

PARTY'S COMMITMENT

- ☐ Not to bring pressure / recommendations outside GETCO to influence its decision.
- ☐ Not to use intimidation, threat, inducement or Pressure of any kind on GETCO or any of it's employees under any circumstances.
- ☐ To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
- ☐ To provide goods and / or services timely as per agreed quality and specifications at minimum cost of GETCO.
- ☐ To abide by the general discipline to be maintained in our dealings.
- ☐ To be true and honest in furnishing information including payment to agents / sub-agent.
- ☐ Not to divulge any information, business details available during the course of business relationship to others without the written consent of GETCO.
- ☐ Not to enter into carter / syndicate / understanding whether formal / non-formal so as to influence the price.

**Seal & Signature
(GETCO Authorized Signatory)**

**Seal & Signature
(Party's Authorized Person)**

Name :
Designation :

Name :

SECTION – A
INSTRUCTIONS TO THE BIDDERS

(A) INSTRUCTIONS TO THE BIDDERS

(A1) SCOPE OF WORK:

Major works covered in this work are of "Supply, installation, testing and commissioning of 04 no. of 4TR, 3 star inverter Tower Air conditioning Machines for server room of old SLDC building, Gotri, Vadodara."." as per specifications and terms mentioned here under.

- (1) The site of proposed work is situated at **Village/city: Gotri**. The works shall be carried out as per tender's specifications & detailed work order.
- (2) Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job, on getting approval of competent authority of GETCO.
- (3) Site visit: The bidder is advised to visit the site and examine the site condition. Where in the work is proposed to be carried out and to get himself fully acquainted at his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cost and liabilities arising out of the site visit shall be at bidder account.

(A2) Earnest money Deposit:

1. Bidders are requested to pay an earnest money deposit (1 % of estimated cost plus GST as applicable) by demand draft only on any Nationalized Bank at Baroda for the amount as specified in the tender notice. Payment of EMD in form of Cheque or any other form shall not be accepted.
2. The EMD shall be submitted along with submission of Technical bid only. In no case, it shall be submitted with sealed cover of Price Bid.
3. Tenders not accompanied by EMD shall be rejected.
4. If during the tender validity period, i.e. **180 days**, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for further works of GETCO.
5. The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further works for GETCO.

(A3) COMPLETION PERIOD: The time limit for the completion of the above work will be **2 (TWO) Months** from the commencement of the work, which will be reckoned on the 10th day of issuance of L.O.I or separate commencement order will be issued by this office, failing which the penalty ½% per week or part thereof plus GST as applicable on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value plus GST as applicable will be imposed.

(A4) SECURITY DEPOSIT:

As per prevailing rules of the Corporation, 5 % of the contract value shall be paid as 'Security Deposit'. Out of this, S. D. shall be paid **at SLDC GOTRI** within 10 days from receipt of letter of intent **either**

- a) In form of DD in favor of "**Gujarat Energy Transmission Corporation Ltd SLDC.**" of any Nationalized Bank **OR**
- b) In form of Bank Guarantee of any Nationalized Bank as per the approved format of the Corporation.

100 % S. D. in form of DD or B. G. may be submitted on receipt of LOI. The security deposit will be refunded only after the completion work after issue of NOC from concern Engineer In charge or finalization of final bill whichever is later.

If Security Deposit is not paid within 10 days of issue of LOI, EMD paid will be forfeited and Corporation will not deal with party for the period of two years.

(A5) Other Instructions:

- 1 Tenders must be submitted in the enclosed schedule of work & quantities. Those received in any other form will not be accepted. They should be accompanied by a covering letter in which the bidder should give all information as called for in the specifications & any other point which he would like to be considered along with the tender.
- 2 **The Schedule-B shall be filled up with the quoted percentage item wise & shall be submitted ONLINE only n-procure site. However, the evaluation will be done on overall L1 basis.**
- 3 The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.
- 4 The Corporation reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the technical Specification or the method of bidding in a radical manner may also be rejected.
- 5 On acceptance of the tender the name(s) of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the Engineers of the Corporation shall be communicated to the **Chief Engineer (SLDC), Gujarat Energy Transmission Corporation, Gotri, Vadodara. 390021.**
- 6 **GST registration must be required for tender.**
- 6A **GST will be applicable at prevailing rates (As per GST Regime.)**
- 6B **GST will be reimbursed subject to making of credit in GSTN portal.**

Contractor should be registered under GST laws, which they shall pay the GST for this contract.

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

(iv)

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

The Contractor has to submit invoice to GETCO indicating following.

Name, address and GST registration no. of the service

provider Name and address of person receiving the

service i.e. GETCO Description and value of taxable

service provided

The total GST payable thereon with bifurcation of GST payable by service provider and service receiver.

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

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

- The GST shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.
 - **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. The successful contractor will have to sign an agreement as per the Gujarat Energy Transmission Corporation rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.
- 8. The bidder shall visit the site and carefully study the work to be carried. The Corporation will not pay any extra or rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.
- 9. During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the Corporation & planned by the Contractor, due to the reasons attributable to the Contractor; suitable action shall be taken as per relevant clauses mentioned in General Conditions of Contract.
- 10. The contract or any part thereof shall not be subject to change without the written permission of the **Chief Engineer (SLDC), Gujarat Energy Transmission Corporation, Gotri, Vadodara - 390021** or his authorized representatives.
- 11. Tender shall remain open for acceptance for a period of **120 days** from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the earnest money deposited with the tender. The GETCO will take further action as deemed fit like not to deal with bidder in GETCO works.
- 12. Further information required, if any, can be had from the office of the **Chief Engineer (SLDC), Gujarat Energy Transmission Corporation, Gotri, Vadodara- 390021**. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time
- 13. The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.
- 14-A. The works under this contract shall be completed in all respects within stipulated period from the date of commencement order issued by field office. However, interim mile stones to be jointly fixed after issue of LOI.
- 14-B. **Penalty for not doing the work in time limit: - Penalty for delay will be levied @ 0.5% per week for delayed period subject to maximum 10% of contract value. GST will be applicable on penalty.**
- 15. Bidders must quote firm price only, till completion of work under contract, & this is to be confirmed by bidder while submitting his offer. No escalation towards labor and material / fuel shall be paid in this execution of contract.
- 16. Contractor shall pay minimum wages to his laborers as per the Minimum Wages Act, 1948 & rules there under as applicable from time to time in pursuant to the State Government notification. The concerned contractor shall submit the details of the payment with due certificate of LWO/IRO of the Corporation.
- 17. **Once the offer submitted will not be returned back for any reason thereof in any case.**
- 18. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the tenderer with his usual signature with seal of the company.
- 19. Tender by partnerships shall furnish the full names of all partners. It shall be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the name & designation of the person signing.
- 20. An attested copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses &

sureties shall be persons of status & probity, & their names, occupation & address shall be stated below their signatures. All signatures shall be dated.

21. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
22. The GETCO reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.
23. The Bidders shall study the Conditions of site & shall resort to dewatering, where necessary, by appropriate methods & maintain reasonably dry areas to work at and no extra claim will be entertaining on this account.
24. Gujarat Energy Transmission Corporation shall not entertain idle charges for any site conditions or any circumstances.
25. The Contractor shall take all requisite & necessary care to observe that no damage is occurred to the Existing structures, if any. For any damage to the Existing Structures of Gujarat Energy Transmission Corporation, the Contractor shall be held responsible.
26. The submission of any bid connected with these document and specification shall constitute on agreement that bidder shall have no cause of action or claim against the GETCO for rejection of his bid. The owner shall always be at liberty to reject or accept split any bid or bids at his sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the owner.
27. Recoveries:
 - (I) In case of any damage to equipment/machinery or structure/building of GETCO or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of E.I.C. regarding the amount of recovery shall be final and binding.
 - (II) If the contractor fails to execute the proportionate work as per direction of E.I.C. within the time frame given for completion of part / whole of the work GETCO shall get the work done through any other contractor and the cost of execution of such work along with 15% overhead charges shall be recovered from contractor.
28. Notwithstanding anything contained to the contrary in the specification or tenders in subsequent exchange of correspondence, the conditions of contract shall be binding on the contractor and any change or variations expressed or implied, however made in the said conditions shall not be valid or operative unless expressly sanctioned by the Corporation. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.
29. Submissions of tender by a contractor implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done.
30. These rules and directions shall form part of the contract.
31. **Tenders received after time:** The tenders received after time, date specified in the tender notice will be treated as late tender, and it will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the Corporation due to any reason, the contractor may submit the revised offer before due date of submission, if he wishes to submit.
32. The work shall be completed within the period stipulated in the contract.
33. The price bid/proposals will be opened in the presence of the bidder's representatives who choose to attend at the date and time and venue to be notified by the GETCO, after conclusion of the Technical Evaluation and Post Qualification process.

34. **ACCEPTANCE OR REJECTION OF BID**

SIGNATURE OF CONTRACTOR
(WITH RUBBER STAMP/SEAL OF COMPANY)

- a) The GETCO reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the stipulated technical specifications, commercial conditions or the method of bidding in a radical manner are liable to be rejected.
 - b) The bid is liable for rejection prima facie, if it is
 - c) **Without payment of EMD / Tender Fee. Or Payment of EMD / Tender fee in any form other than D.D.**
 - d) Not in prescribed form.
 - e) Not bearing signature of the bidder & seal of the company on all the documents accompanying the tender.
 - f) Not conforming to specifications or conditional tender.
 - g) Received after expiry of the due date & time.
 - h) Received by telex, telegram, or fax.
 - i) Submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by GETCO, Govt. of Gujarat or its Public Sector under taking.
- Tender not fulfilling all the above conditions and those specified in the documents attached or incomplete in any respect are liable to rejection.
- j) All tenders received by this office are submitted by same party with different names.

SECTION- B

Qualification Requirement

1. **Registration:** The bidder must be a firm or company registered under the companies Act 1956, of India. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for these items/work.
2. **Experience:** Bidder should have experience of similar work/supply as main contractor for minimum of **50% value** of estimated cost of the tender with GETCO/ GEB / Central / State Government / Railway / Semi- Government / Public Sector Organization/Pvt. sector within last 5 years. Attested Xerox copy of work orders executed from GETCO/ GEB / Central / State Government / Railway / Semi- Government / Public Sector Organization and satisfactory completion certificate from respective department should be submitted.
3. **Solvency:** Latest bank solvency certificate from any Nationalized/Scheduled Bank of a sum of minimum 20 % of the estimated cost shown in the tender.
4. **Provident Fund Code:** Separate provident fund code number towards firm registered with Regional P. F. Commissioner.
5. **Profit & Loss Account Statement:** The Bidder should submit certified Xerox audited copy of the Balance sheet with profit and loss account of last three Years.
6. **Nature of Firm :** Attested copy of **Partnership Deed, Power of Attorney**, if any, for signing the bid documents in case of partnership firm & **self affidavit for proprietorship firm**. All such documents shall have to be **NOTARISED**
7. **I.T. PAN CARD:** The bidder should submit the attested zerox copy of PAN Card of their firm.
8. **GST registration must be required for tender.**
GST will be reimbursed subject to registration certificate.
2. **Income tax return:** Last 3 years' income tax return of their firm.

Signature of Contractor

Chief Engineer (SLDC)
GETCO, Gotri , Vadodara.

SECTION – C
GENERAL CONDITIONS OF CONTRACT- I

(C) GENERAL CONDITIONS OF CONTRACT

1. Definitions:

- (a) The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these conditions, schedules and / or additional conditions attached to the form of tender or individual work, order, rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form the contract.
- (b) The “Tender Document” means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose preparing tender.
- (c) The expression “works” or “work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- (e) “Corporation” means the Gujarat Energy Transmission Corporation Ltd. and the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the “Corporation.”
- (f) The letter “EE” means Executive Engineer who in the case of measurement and lump sum contract, direct the contractor and the letters “SE” means “Supt. Engineer” and ACE means “Additional Chief Engineer “ & “CE ” means “Chief Engineer” who administers and in the case of the term contracts directs the contract.
- (g) The “Engineer-in-charge” means all officers of the Corporation appointed by the Chief Engineer to supervise the works or part of the works.
- (h) “Approved” and “Directed” means the approval or direction of the Chief Engineer to Supdt. Engineer or the person deputed by him for the particular purpose.
- (i) “B.S.” means the “British Standard” as issued by the British Standards institution. “A.S.” means the American Standards as issued by the American Standard Institutions and “I.S.” means the “Indian Standards” as issued by the Indian Standards Institutions. Wherever the above-mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders.
In the case of measurement and terms of contracts “Specifications” means those contained in Gujarat Energy Transmission Corporation Ltd. schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.
- (j) The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (k) “The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

2. Security Deposit

The contractor shall, within 10 days of the issue of Letter of Intent, pay 5% of contract value in form of DD or bank guarantee. **The Bank Guarantee from schedule bank in lieu of cash or government securities towards Security Deposit will be accepted providing amount of Security Deposit payable exceeds Rs.**

SIGNATURE OF CONTRACTOR

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10,000/- Security Deposit can also be paid as Demand Draft. All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the Corporation under the terms of the contract may be deducted from the cash in the proceeds of sale of the Securities/Bank Guarantee to deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to sell / to encash for that purpose) or from the interest of any such securities of from any sums due or which may become due to the contractor by the Corporation or from the whole or the balance unpaid as aforesaid of the encash securities so deposited being repaid or transferred and returned as may be to contractor after the date on which the final bill is paid or after the expiry of the date up to which the contractor has to maintain the work in good order whichever is later.

3. Compensation for the delay and Penalty

- A. The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor or commencement if indicated in work order as the case may be. The work shall throughout the stipulated period of contract the proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation, an amount equal to half percent per one week for the contract amount of work or such smaller amount as per the decision of the Competent Authority of the GETCO. However, the total amount of compensation to be paid by the contractor, under the provision of the clauses shall not exceed 10 percent of the amount of contract value as decided by the competent authority of the GETCO.

The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approves the reduction the reasons for delay attributable to GETCO as well as to party will be brought out clearly while putting the proposal for waiver reduction in penalty.

4. Action when whole of Security Deposit is forfeited

In any case in which under any clause or clauses of this contract the contractor shall have tendered himself to pay compensation amounting to the whole of his security deposit (whether paid one sum or deducted by installments) or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, the Chief Engineer on behalf of the Corporation, shall have powers to adopt, (a) below and any of the following courses under (b) and (c) as he may deem best suited to the interest of the Corporation.

(a) To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Chief Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and absolutely at the disposal of the Corporation.

(b) To employ labour paid by the Corporation, to supply materials to carry out of the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the chief Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract and in that case the certificate of the Chief Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted, out of his heads and to give it to another contractor to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original contractors and shall be deducted from any money due to him by the Corporation under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

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In the event of the above courses being adopted by the Chief Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under this contract unless and until the chief Engineer shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

5. Notice for unsatisfactory progress

If the progress or a particular portion of the work is unsatisfactory the CE whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under **Clause 4(c) after giving** the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.

6. Action in the case of Default by Contractor

If any case in which any of the powers conferred upon the chief Engineer by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Ex. Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the chief Engineer whose certificate thereof shall be final. In the alternative, the chief Engineer may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the chief Engineer as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

7. Extension of Time Limit

If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in it's execution or on any other ground, he shall apply in writing to the Chief Engineer and the Chief Engineer may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to Corporation shall be compensated only by way of extending the limit.

8. Completion Certificate

On completion of the work the Contractor shall be furnished with Completion Certificate by the chief Engineer of such completion if contractor ask in writing with purpose of such certificate clearly indiating but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the chief Engineer the said measurement being binding and conclusive against the contractor.

9. Effect of the Certificate

No payment shall be made for any work estimated to cost less than Rs.1,000/- till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated

to cost more than Rs.1,000/- Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or rejected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work. Otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

10. Payment to Contractors

The rates for several items of works estimated to cost more than Rs. 1,000/- agreed to within shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.

11. Bills

No advances shall be paid. The bill in triplicate should be forwarded to concerned engineer after completion of contract. After certification by concerned Engineer regarding works as per terms of A/T / Contract, verifying the copy of bills, and submission of advance stamp receipt, the payment will be made on actual executed quantity by A/c Payee only. Income-Tax (if any) will be deducted at source from Bill, as per prevailing rules at the time of payment. Bidder has to submit proof of GST paid to concerned authority along with bid.

In this contract, 70% payment to be made against delivery of condensers with submission of Tax invoice and 30% payment to be made against installation and commissioning against submission of Tax Invoice. The payment shall be done within 45 days after submission of invoices and other required documents.

12. Supply of Materials to Contractor

Read special condition of contract clause.

13. Works to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute in whole and every part of work in the most substantial and workman like manner with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in - charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

14. Alteration in Specifications and Designs not to invalidate Contracts.

The chief Engineer shall have powers to make any alteration, or addition to the original specification designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work.

15. Rates for works not entered in Estimate or Schedule of Rate of the District

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(WITH RUBBER STAMP/SEAL OF COMPANY)

If the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out the rates entered in the Schedule of Rates of the SLDC or at the rate mutually agreed upon between the chief Engineer and the contractor, whichever are lower. In the event of dispute, the decision of the chief Engineer will be final.

16. Time Limit for Compensation Claims

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from Corporation on any account unless the contractor has claimed in writing to the chief Engineer within one month of the cause thereof.

17. Action and Compensation payable in case of Bad Work

If at any time, before the security deposit is refunded to the contractor, it shall appear to the Executive Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of inferior quality to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or any part, as the case may require or if so required shall remove the materials or articles so specified and provided other suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day, not exceeding ten days during which the failure so continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted, or made use of, it shall be within his discretion to accept the same as such reduced rates as he may fix thereof. Provided that in the case of any work of which visible check is not possible, if the Engineer-in - charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test, part of such work is found to be defective in any respect or to have been executed with materials of inferior quality, then the contractor shall be paid for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such samples tests.

18. Notice to be given before work is covered up.

The contractor shall give not less than 5 days' notice in writing to the chief Engineer or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement of any work, in order that the same may be measured and correct dimensions thereof, taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement and work without the consent in writing of chief Engineer or his subordinate in charge of work, If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same, was executed.

19. Contractor Liable for all Damages

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Compensation for all damage done intentionally or unintentionally by contractor's laborer, whether in or beyond the limit of Corporation's property, shall be estimated by the Executive Engineer, or such other office, as he may appoint and the estimate of the Executive Engineer, subject to the decision of the chief Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from Corporation to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damage and costs that may be awarded by the court if in consequence.

20. Rescission of Contract and Forfeiture of Deposit.

The contractor shall not assign or sublet his contract, without the written approval of the Engineer-in-charge and if the contractor assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants, or agents, or any person to the employee of Corporation in any way relating to his office or employment or if any such officers or persons shall become in any way directly or indirectly interested in the contract, the chief Engineer may, by 10 days' notice in writing, rescind the contract. In the event of a contract being rescinded the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensue as if the contract has been rescinded under clause 4 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

21. Compensation

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

22. Change in the constitution of firm to be notified

In the case of tender by partners of a firm, any change in the constitution of firm shall be forthwith notified by the contractor to the chief Engineer for his information.

23. Works under direction of Chief Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Chief Engineer of the SLDC, Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

24. Decision of Chief Engineer to be final.

Except where otherwise specified in contract and subject to the power delegated to him by Corporation under the Corporation's rule, then in force the decision of the Superintending Engineer of the Circle / EIC. for the time being shall be final, conclusive and binding on all of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

25. Arbitration

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'ALL QUESTIONS, DISPUTES OR DIFFERENCES, WHATSOEVER WHICH MAY AT AN TIME ARISE BETWEEN THE PARTIES TO THIS CONTRACT IN CONNECTION WITH THE CONTRACT OR ANY MATTER ARISING OUT OF OR IN RELATION THERE TO, SHALL BE REFERRED TO THE "GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL" AS PER THE PROVISIONS OF THE GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL ACT, 1992.

The reference to arbitration proceedings under this clause shall not:

- a) Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - b) Preclude the Engineer-in-charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
 - c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.
 - d) Preclude the Corporation from getting the work done by another agency.
- Neither party is entitled to bring a claim to arbitration latest by the thirty days after the expiration of the defects liability period.
- The provisions of the Arbitration & conciliation Act, 1996, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992 and rules made there under shall apply to the arbitration proceeding under this clause.

26. Lump Sum in Estimate

When the estimate on which tender is made, includes lump sums in respect of parts of the works the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract or such items or if the part of work in question is not in the opinion of the Engineer-in-charge capable to measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

27. Lump Sum Tenders

Whenever lump sum tenders have been invited for building or other structures of the same type, design, the contractor shall submit his bill stated in Clause No.11 and the Engineer-in-charge not below the rank of Executive Engineer shall certify by general measurement or by other method considered suitable to him, the value of work done and the contractor shall be paid monthly a sum equal to 90% of the total value the work so certified, since the last payment, after deducting a part or whole of the secured advance if not already paid for the materials utilized on the works. An additional secured advance for any fresh materials brought on site will also be paid if certified by the officer not below the rank of Executive Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Executive Engineer, that the work is done according to drawing and specifications attached to the tender. If any additions and alteration have been carried out, detailed measurements in respect thereof shall be recorded and extra payment or deductions are regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alterations for which the contractor has not quoted a rate, the payment shall be as per Clause 15 above.

28. Action where no specifications.

In the case of any class of work for which there is no such specifications as is mentioned in clause 1. such work shall be carried out in accordance with the divisional specifications and in there event of there being no divisional specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge / consultant of the Corporation etc.

29. Industrial Labour Laws

1. Wages to be paid and time of payment etc. by the Contractor:-

- a) The contractor shall pay minimum wages as fixed under Minimum Wages Act whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in presence of Management Representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the Corporation. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100/- fine per each day.
- b) The contractor shall give his telephone number and address to the Corporation so that in case of labour trouble etc., the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor keep himself present through out the working hours.

Labour Laws :-

- a) Persons below the age of 18 years shall not be employed for the work.
 - b) No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m.
 - c) Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition Act) for employing necessary manpower to be required by him. In the absence of such license the contractor shall be liable to be terminated without assigning any reason thereof.
 - d) The contractor shall at his own expense comply with all labour laws and keep the Corporation 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 of wages of employer's contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.
 - ii. Payment of deposit in respect of each contract labour of the rate of RS.30/- with the office of the Commissioner of Labour as per the Contract Labour Act (Regulation & Abolition).
 - iii. License Fee as prescribed under the contract Labour Act (Regulation and Abolition) and Rules framed there under depending upon the number of workmen employed by the contractor.
 - iv. Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
 - v. Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification.
 - vi. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act. Any payment to the contractor's employees arising out of any claim of disputes under the Industrial Disputes Act – 1947 or any other laws.
 - vii. Provision of compensation in the case of accidental injury.
 - viii. Payment of crèche if the female labour employed is more than 30 numbers
 - ix. Maternity leave as per the provision 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 Las in force from time to time from Statutory Authorities like State Government / Government of India which the contractor shall have to comply with.

2. Provident Fund and Family Pension Scheme

The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund and family pension scheme in respect of each concerned employees' Provident Fund and Family Pension scheme at the rate of 12 % (or at the rates made applicable by the

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Government from time to time) of the wages. 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.

3. 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 Fund Commissioner, Ahmedabad.

4. 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.

5. Paid Leave Facility

Paid leave facility at the rate of one day for every 20 days worked by the contract laborer shall be provided by the contractor to his workers. He shall maintain Leave records/ Leave Cards for individual laborer which shall be duly verified and approved/ certified by the authorized officer of the Corporation.

6. Workmen's Compensation Fund and Employers Liability Insurance: -

The contractor shall cover all his employees under Workmen's Compensation Fund and under the Liability Insurance. The contractor shall employ adequate number of experienced staff 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.

7. Contractor to Indemnify to the Corporation

The contractor shall indemnify and keep indemnified the Corporation and every officer and employees of the Corporation and 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 in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the Corporation by any workman/ employee of the contractor or any sub contractor and / or from any liability may arise to any workman / employees of the contractor or any sub contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract

Labour (Abolition and Regulation) Act 1979. The Corporation shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Corporation against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

8. Workmen's Compensation and Employer's Liability Insurance: -

Insurance shall be affected for all the contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet to the sub-contractor, the contractor shall require that he or his sub- contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

9. The Corporation reserves the right to terminate this rate contract at any time during it tendency without giving notice of termination or any reasons thereof.

10. The Corporation will be entitled to deduct directly form the bills, to be paid to the Subcontractor and Laborers any sum or sums payable by contractor and which sum/sums the Corporation is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.

11. Nothing in the contract document stated shall any wise constitute any workmen/ employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the Corporation.
NOTE: -The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor
30. **No Claim for Variation in Quantities of Work**
Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.
31. **No Claim for Compensation for Delay in starting work**
No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.
32. **No Claim for Compensation for delay in execution of work**
No compensation shall be allowed for any delay, in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pit and no claim for an extra rate shall be entertained unless otherwise expressly specified & mentioned in the tender.
33. **Entering upon or commencing any portion of work**
The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Executive Engineer or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.
34. **Method of Payment**
No advance shall be paid. The payment for work done shall be made as under only after execution of the Contract documents/furnishing of Security Deposit and on execution of work in scope of Work order. Payment will be made by running account bill monthly after taking joint measurement and following procedure given in relevant clauses of Tender and contract for works. If there is any delay on the part of GETCO to make payment of R. A. Bill as per clause mentioned above, you will not claim any extra for the same. The R.A. Bill should be submitted to CE (SLDC).
- Payment to contractors shall be made by A/c payee NEFT/RTGS provided the amount exceeds Rs.50/-. Amount not exceeding Rs.50/- will be paid in cash. Generally payment may take 45 to 60 days after passing of bills depending on availability of fund.
35. **Acceptance of conditions on tendering for work.**
Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.
36. **Employment of Scarcity Labour**
If government declares a state of scarcity or famine to exist in any village situated within 20kms of the work, the piece worker / contractor shall employ upon such part of the work as are suitable for unskilled/semiskilled labor; any person certified to him by the chief engineer or by any person to whom chief engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wage not below the minimum, which Government may have fixed in this behalf from time to time. Any implementation of this clause shall be decided by the chief Engineer whose decision shall be final and binding on the piece worker/contractor.

37 Employment of Technical Persons

The contractor who are registered under class 'A', 'B' and 'C' or such contractors who executes the works of Rs.5 lakhs and above shall employ the technically qualified personnel possessing minimum a Diploma of reconciled Technical institution, for executing the work of the Corporation.

Date:

Chief Engineer (SLDC)

Gujarat Energy Transmission Corporation,
Gotri , Vadodara. 390021

Signature of Contractor

Seal:

Address:

GENERAL CONDITIONS OF CONTRACT-II

1.0 Contactor to inform himself fully:

The contractor shall be deemed to have carefully examined the work & site conditions, the general conditions, the special conditions, specifications, schedules, drawings shall be deemed to have visited the site of the works & to have fully informed himself regarding the local conditions. Copy of Appendix V attached with tender shall have to be filled up before quoting the rate, for confirmation of site visit. If there shall have any doubts as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof & submit them to the Engineer in writing in order that such doubt may be removed.

2.0 Data to be furnished by Contractor:

Prior to the commencement of work, the contractor shall submit a bar chart showing detailed program for completing the work within time limit to the C. E. for approval within a week of the date of LOI/WO. No change in the approved plan & layout shall be carried out without specific written approval of the Executive Engineer in charge.

3.0 Errors, Omissions & Discrepancies:

In all cases of errors, omissions, doubts or discrepancies in the items of work on specifications, reference shall be made to the Chief Engineer whose elucidation & elaboration shall be considered as authoritative. The contractor shall be held responsible for any error that may occur in the work thorough lack of such reference.

4.0 Start of Work:

The contractor shall not enter upon or commence any portion of the work except with the written permission of the authority of the Corporation, failing which the contractor shall have no claim to ask for measurement of or payment for work & shall be responsible for any claims or damages that may arise due to such unauthorized commencement or entry. No compensation shall be allowed for any delay caused in starting the work on account of any delay in clearance of the work site.

5.0 Work to execute to the satisfaction of the Corporation's Engineers:

The contractor shall proceed with the work with diligence & expedition & the whole of the work herein specified as well as the mode of execution shall be under the supervision & the direction & shall be carried on to the entire satisfaction of the Corporation's site Engineers, who shall have full powers to order the contractor to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of materials & workmanship of different descriptions & qualities from this herein specified. In the case of any class of work for which there are no Technical Specifications, these shall be carried out in accordance with the latest IS Codes & in the event of being no relevant IS Code, the works shall be carried out in accordance with the directions & instructions of the Corporation's Engineers at site.

6.0 Workmanship etc.:

The work shall be executed in thoroughly substantial manner with workmanship of best quality & strictly in accordance with the specifications & with the drawings, or with such other drawings or written instructions as may from time to time be furnished to the contractor, in accordance with terms of this contract & shall be completed in every respect with workmanship implied & necessary according to the fair interpretation & meaning of the same & should there be any discrepancy between the drawings & specifications or any difference or dispute as to the dimensions to be worked out or the mode of doing periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Corporation's authorized Engineers shall be final & binding on all parties.

7.0 Liability for accidents to persons:

7.0.1 The contractor or subcontractor shall indemnify the Corporation against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor or subcontractor & sustained by any workmen or other person on the employment of the contractor or subcontractor. In every case in which by virtue of the provisions of subsection (1) of section 12 of the workman's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor or subcontractor in execution of the work, the Corporation will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Corporation under subsection 12 of the said Act, such amount will be paid back to the Corporation in 30 days, failing which the Corporation will be at liberty to recover such amount of any part thereof by deducting it from the dues by the Corporation to the contractor under this contract or otherwise. The Corporation shall not be bound to contract any claim made against either of them under section 12, subsection (1) of the said Act, except on written request from the contractor & upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence for entertaining such claims.

7.0.2 The contractor and/or subcontractor named in the contract shall indemnify the Corporation against all claims based upon injury or death to any person in the employment of the contractor or sub contractor, or to the third parties under paragraph (a) 2 or condition no.47 to the extent of any sums recovered under the insurance policy.

7.0.3 On occurrence of the accident which result on the death of workman employed by the contractor or subcontractor, which is so serious as to be likely to result in the death of any workman, the contractor shall within 24 hours of happening of such event intimate in writing to the Engineers of the Corporation the fact of such accidents. The contractor or subcontractor shall indemnify the Corporation against all loss or damage sustained, by the Corporation resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by Corporation as a consequence of Corporation's failure, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

Liability for damage to works & materials:

7.0.4 The contractor shall during, the progress of the work, properly protect the works & the existing Ash Disposal pipelines & materials placed at his disposal or acquired for him by the Corporation, & shall remain answerable & liable for all accidents, damages. Loss etc. & shall be made good in the most complete & substantial manner by & at the sole cost of the contractor & to the reasonable satisfaction of the Corporation's Engineers. If the contractor fails to make good such losses, damages within the specified time given by the Corporation, the Corporation shall be at liberty to recover the amount towards such expenses fixed by the Corporation's Engineers & shall be recovered from the amount due under this contract to the contractor.

7.0.5 Further the contractor shall, at all times, protect & preserve all materials, machinery, equipment, Ash Disposal pipelines, allied structures such as spillway chambers, ADP, haul road and ramps etc., materials & so acquired by himself or Corporation for the execution of the work. All reasonable requests of the Corporation's Engineers to enclose or especially protect any of the above shall be expeditiously complied with at no extra cost.

7.0.6 If the Engineer considers that the work, asked for in the aforesaid Para, is not sufficiently & satisfactorily protected by the contractor, on requests made for, the Corporation shall be entitled to arrange for such protection at his unfettered discretion & recover the cost thereof from the contractor.

7.0.7 Until the work shall be or deemed to be taken, over as aforesaid, the contractor shall also be liable for & shall be deemed to have indemnified the Corporation in respect of all damage or injury to any person or any property of the Corporation or of others in villages near by,

occasioned by the negligence of the contractor or his workmen, or his subcontractor, or by defective /ill methods of working.

7.0.8 Materials, tools, machinery brought on the site of work: All materials, tools & tackles, machinery etc. of the contractor brought to & delivered upon the site for the work shall be the time of their being so brought shall be deemed to be the property of the Corporation in it's possession to be used for the purpose of the work & for that purpose only & shall not on any account be removed or taken away by the contractor or any other person without the permission of the Corporation's Engineers in charge, but the contractor shall be fully responsible for & loss, destruction thereof or damage thereto. The Corporation may have a lien on such materials, tools, tackles, machinery for any sum or sums which may at any time prior to the completion of the works be or owing to the Corporation by the contractor, under in respect of & dispose of any such materials, tools. Tackles, machinery in such a manner as the Corporation may think fit & to apply the proceeds in or towards the satisfaction of such sum or sums due or owing as aforesaid but subject to such lien & power of sale & disposal such surplus materials, tools, tackles, machinery shall belong to the contractor & may be removed & disposed off by him as he may think fit.

8.0 Access to site & work on site:

The Engineer or his authorized representative may if he considers fit from time to time enter upon any lands which may be in the possession of the contractor under this contract, for the purpose of executing any work not included in this contract & may execute by other contractors at his opinion & the contractor shall in accordance with the requirements of the Engineer, afford all reasonable facilities for execution of the works including occupation of lands by structure or other wise for any other contractor employed by the Corporation & his workmen or for the execution on or near site of the works not included in the contract. The contractor shall not be entitled for any extra claims on such executions.

9.0 Inspection of Works:

The Corporation's Engineers or their authorized representatives shall have at all times power to inspect the works, wherever in progress, either on site, on the contractor's premises in connection with this contract. Further, the contractor shall not allow any person other than Corporation's Engineers or their authorized representatives to the work sites. The contractor shall, during working hours, maintain supervisors of sufficient training & experience to supervise the work as a whole. All orders & directions given to such supervisors or other staff shall be deemed to have been given to the contractor. Further the Corporation may by due notice, desire a high ranking member of the supervisor staff of the contractor to be present on any specified inspection & the contractor shall comply with such directions.

10.0 Action & compensation payable in case of Bad Work:

If at any time before the refund of Security Deposit to the Contractor it appears to Gujarat Energy Transmission Corporation's Executive Engineers or subordinate and / or any authorized officer of the Corporation that the work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or any materials or articles provided by him are unsound or of quality inferior to that contracted as specified in the Technical Specifications or other wise not in accordance with the contract, it shall be lawful for the Gujarat Electricity Corporation to intimate that the works , materials, articles which may have been inadvertently passed, certified & paid to the Contractor. The Contractor shall be bound to rectify or remove & reconstruct the said work so specified at his own charge & cost & in the event of being failure to do so within specified period by the Corporation, the Contractor shall be liable to pay compensation at the rate of 1% per day on the amount of the estimate for the specified work. For the period up to 10 days this shall be attended by the Contractor else the Corporation shall get these rectifications at the risk & expense in all respects of the Contractor.

11.0 Cleaning up:

11.0.1 The contractor shall at all time keep the areas & storage areas free from accumulation of waste, or rejected materials.

11.0.2 Prior to the completion of the work the contractor shall remove all rubbish from & about the premises, & tools, tackles, machinery, left out materials consumable, rejected materials, scaffolding etc. which are not the part of the permanent work/structure. The premises will be left fully satisfactorily to the Corporation's Engineers/representatives; thereafter only the completion certificate will be issued.

12.0 Date of completion:

The contractor shall complete the whole work & hand over to the Corporation on or before the date specified in the work order.

13.0 Other contractors:

Apart from this work, the other works connected with this work will be simultaneously going on either departmentally or through any other contractors. The contractors shall co-operate with others to their fullest extent & shall allow each other every facility & coordination for the execution of their works simultaneously & satisfactorily, during their action of machinery or execution of any other co-ordination works, the contractor will have to co-operate as directed by the Corporation's Engineers in the charge of the works. In such cases the contractor shall not be entitled for any compensation on account of reduction or stoppage of labour force/machinery/equipments etc. In the matter of dumps, haul, roads, drainage, diversion & the like, each contractor shall take into considerations the needs & the requirements of the other contractors if any working in the vicinity. Further no contractor shall take or cause to be taken any stops or action that may cause disruption, discontent or disturbance to the work, labour arrangements etc. to other contractors. Any action, by any contractor, which the Corporation in the unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions & the Corporation may take such action as may deem fit against the contractor & the action taken shall be considered as final & binding.

14.0 Speed of work:

The contractor shall at all times maintain the speed of work to confirm to the latest operative progress schedule but the Corporation may at any time with sufficient notice in writing direct the contractor to slow down or to accelerate any part or the whole work for any reason (which shall not be questioned whatsoever) & the contractor shall comply with such orders of the Corporation. The compliance of such orders shall not entitle the contractor to any claim or compensation.

15.0 Contract document & matters to be treated as confidential:

All documents, correspondence, decision & other matters concerning the contract shall be considered as of confident & restricted nature by the contractor & he shall not divulge or allow access there to any unauthorized persons of any kind.

16.0 Access to the contractor's book:

Whenever it is considered necessary by the Corporation to ascertain the actual cost for execution of any particular item of work, the Corporation may do so by directing the contractor to produce the original invoices.

17.0 Interest on money due to the contractor:

The contractor shall not be entitled to receive the interest on the payment due to him upon measurements or otherwise or on any balance payable to the contractor. Also, contractor shall not be allowed to relate it with the progress of work at site in any case.

18.0 Measurements to be provisional & subject to correction:

Every measurement for running payment on account of work done shall be subject to adjustment or final measurements. In case there is disagreement between such intermediate & final measurements, the latter shall prevail.

19.0 R. A Bills:

----NA-----

20.0 Breach on part of Corporation not to annul contract:

No breach or non-observance on the part of the Corporation of any the agreements contained herein, shall annul this contract or discharge the contractor from the observance & performance thereof, or of any part thereof, but on application by the contractor & in the unfettered discretion of the Corporation an extension of time may be given to the contractor in respect of such breach or non-observance by the Corporation.

21.0 Labour conditions:

23.1 The contractor shall comply with the labour laws laid as may be current & shall furnish the returns & information as may be specified from time to time.

23.2 The contractor shall as far as possible obtain his requirements of labour, skilled & unskilled from the local areas.

23.3 The contractor shall pay wages as per the latest circulars applicable at the times for the minimum wages to be paid to unskilled, semiskilled & skilled labour prescribed by the Govt. of Gujarat.

23.4 The Corporation shall have the authority to remove from the work site any person, who may be considered unfit or undesirable & no responsibility shall be accepted by the Corporation for any delay or extra expense caused towards the completion of the work by such removal.

23.5 If Govt. declares a state of scarcity or famine to exist in any village situated within 10 Km. of the work site then the piece worker or contractor shall employ upon such parts of work, as are suitable for unskilled labour any person certified by the Corporation or by any person to whom the Corporation has authorized, & shall pay the minimum wages as fixed by the Govt. of Gujarat in this behalf. Any dispute that may arise in the implementation of the clause the decision of the Supdt. Engineer (civil) shall be final & binding.

23.6 The contractor shall provide reasonable facilities to the labour employed by him. The usual facilities are weather proof shelter for rest & meal, supply of whole some drinking water, facilities for obtaining food, reasonable washing & sanitary facilities, special facilities for women workers, suitable residential accommodation, general sanitation & health measures etc.

23.7 The implementation of any & all provisions of this clause in no way entitles the contractor to claim in this contract.

22. Local Laws:

31.1 All local laws in force at the time entering into the contract & those enacted there after shall be binding on the contractor & he shall abide by the same.

All other local duties shall be borne by the contractor & they shall be deemed to have covered by this quoted rate.

23. Performa returns:

The contractor shall maintain proforma, charts & details regarding machinery, equipments, materials labour, personnel & other matters as may be specified by the Corporation time to time.

24. Maintenance:

The contractor shall maintain the works under contract for a period of 2 year from actual date of completion and during this period all maintenance expenditure incurred shall be borne by the contractor.

25. Insurance:

The contractor shall procure, or arrange for the Subcontractor to procure insurance coverage in amounts approved by the Corporation & sufficient to protect against the following risks arising out of the work. Accidents & professional & non-professional sickness of all labourers & personnel engaged in the work as required by Law pursuant to Workmen's Compensation Act, 1923 or Revised version thereof. Injury or death to third parties including without limitation injury or death caused by any of the construction aids or vehicles or rented machinery, equipments used by the contractor or subcontractor whether at the site or elsewhere. Damage to contractors tools machinery construction equipments form works, scaffolding materials etc. due to floods, earthquake or any such cause. Damage to the existing permanent structures of the Corporation & nearby villages, equipments of the Corporation or of the co-contractors working in the area for other works.

All the above conditions referred for the insurance cover, shall be in effect from the date of commencement of the work until the Corporation has accepted the work. In the policies covering the insurances referred to above, the Corporation, contractor & the subcontractor shall be as co-ensured where possible.

The cost of insurance shall be borne by the contractor.

26. Liens:

Final payment to the contractor shall not be made until the contractor shall deliver to the Corporation receipts in full in lieu thereof, & in either case, an affidavit that so far he has knowledge or information the releases & materials for which in lien could be filed. If any lien remains unsatisfied after all the payments are made, the contractor shall refund to the Corporation all money that the latter may be compelled to pay in discharging such a lien, including all costs & a reasonable attorney.

Special Conditions of contract (SCC)

1. The details of works to be executed is mentioned in Schedule 'B' (Enclosed herewith). The work includes supply, installation, testing and commissioning of Tower AC machines as per specifications.
2. The work includes transportation and shifting charges from contractor's premises to server room of old SLDC building. No any extra charges will be paid for shifting of AC machines. The contractor has to arrange required manpower for transportation and shifting work of AC machines.
3. The required electrical wiring work required for power supply to AC machines shall be carried out by GETCO SLDC.
4. The work shall have to be executed as per the instruction of Engineer in charge. All materials/spares required for tower AC machines are as per schedule B/price bid. If any extra materials/spares are required other than schedule B/price bid, then agency has to supply it with no extra cost. The price includes all such materials required for supply, installation, testing and commissioning of the 4X4TR inverter tower AC machines, which is not mentioned in price bid.
5. The work is to be carried out at SLDC, Gotri.
6. **Relevant catalogue / literature of the required material must be submitted invariably by the Bidder failing which offer will be rejected out rightly & no correspondence shall be made in this regard.**
7. The Bidder have to Supply, Installation & commissioning of AC Machine of same type as per technical specification & as per tender requirements.
8. The Bidder should mention the part / product numbers of offered items. They should submit the product literature for the quoted product.
9. All Quoted items must match technical specification.
10. The quoted products should be of latest versions. The products being quoted by the bidder should not be declared as at "end-of-sale".
11. The products being quoted would not be declared as at "end-of-sale" for the next 5 year from the date of bid submission of this tender document.
12. Undertake that the support including spares, patches, upgrades/updates, etc. for the quoted products/software shall be available for next 5years from the date of successful supply & acceptance of the project.
13. The OEM/ Bidder should give an undertaking that service & spare support will be provided for at least 5 years, after the specified warranty period on separate commercial terms & conditions.
14. Loading from supplier site, transportation to SLDC Gotri and unloading at SLDC Gotri at location is in scope of contractor. GETCO will not provide manpower, machines and materials for any of this activity.
15. However, minor civil works if required for job, it will be carried out by GETCO.
16. **Warranty: All quoted equipment should cover warranty and guarantee as given by the original manufacturer.** Tenderer must submit the certificate from

manufacturer for onsite warranty & service support for quoted model and it does not have any addition / alteration in the shipment at dealer end. The Bidder should mention their office / Business partner addresses for maintenance support during the warranty period. In case of business partner, Bidder has to submit copy of undertaking from business partner to provide total service support for the offered product.

17. GETCO reserve rights to inspect / test / verify the material / component / module during any stage of supply starting from procurement to shipment.
18. Delivery period for supply of AC Machine condenser should be within two month after issuing of A/T copy to bidder.
19. Scope of the Work/Job includes Supply, Installation & Commissioning of 4 nos. of 4 TR inverter Tower AC machines as per technical specifications at SLDC Gotri.
20. The bidder will supply Tower AC machines as per technical specifications given in schedule B at SLDC GOTRI under the instruction of EIC (Engineer incharge).
21. The bidder shall deliver and implement the technologies in conjunction with a set of best practices guidelines & industry standards.
22. Provide the details of specification and features of offered 4X4 TR inverter Tower AC machines with catalog.
23. The contractor shall provide his contact no. email address, office address for correspondence during Supply of TOWER AC Machine at SLDC, Gotri.
24. If supplied items found faulty or damaged then it should be replaced by the bidder without any cost within 7 days of supply failing to which, the invoice shall not be released and penalty will be imposed considering late supply of materials.
25. The bidder has to submit the original manuals items supplied.
26. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications.
27. Loading/Unloading will be in bidder scope. Any tools, takeles, accessories will not be provided by GETCO..
28. The location of supply / Work is at SLDC Gotri. Bidder may visit the site before bidding the tender to locate exact location where condensers are to be installed and commissioned. Timing of visit for visual check will be 10:30 Hrs to 18:00 Hrs on working days.
29. No any detail internal inspection will be permitted.
30. Any type of Brazing / Fabrication / Drilling work required then same shall be arranged by bidder at their own cost. However, civil work if required will be carried out by GETCO.
31. Bidder has to follow safety rules as per GETCO standards during installation & commissioning of SPLIT AC machine.

32. Bidder has to sign Contract agreement during supply period.
33. Not following any of the instruction will lead to termination of contract at the risk and cost of the contractor.
34. If contractor fails to execute contract fully or partly as per terms of contract, penalty imposed as tender clause will be imposed.
35. Any dispute will be subject to final decision of CE (SLDC), Gotri and binding to the contractor.
36. The routine work schedule will be given by EIC at the time of commencement of work. The contractor has to strictly follow the work schedule given by EIC.
37. The rates quoted shall be on firm price basis & no price variation etc. will be payable on anything till completion of contract.
38. The rate should be for F.O.R. destination, nothing will be paid extra.
39. The rates quoted should be inclusive of all taxes as applicable and the same are to be shown separately in the bill raised for payment.
40. Taxes, duties etc. as applicable will be deducted from the bills as per rules.
41. The undersigned reserves the rights to reject any or all the quotations or to accept any quotation without assigning any reason thereof.
42. The undersigned reserves the right for any addition, alteration in the items as per actual site condition and requirement.
43. The Company reserves the right to terminate the contract at any time without assigning any reason. The contractor shall not be entitled to any compensation on such termination of contract.
44. If contractor fails to execute the order successfully, for a stipulated time limit & as per requirement the order will be got completed through other agency at the risk and cost of contractor. (Difference if any due to higher rate, will be recovered from the contractor.)
45. No tools, tackles for their maintenance and manpower for execution of order will be provided by GETCO, SLDC.
- 46. In case of accident to the workers at the time of working or during execution of contract the whole and sole responsibility will be of contractor for paying compensation or damages to the persons, involved as per law of Act, and the Company i.e. GETCO will not be responsible for any claim or any other actions on this account.**
47. The contractor shall follow all rules and regulations pertaining to the works/workers etc. scrupulously. Any consequences arising due to non-observance of any such rules shall be to the account of the Contractor.
48. The contractor will have to fulfill the conditions of contract labour (Regulation abolition) Act.
49. The contractor shall abide by the provision of all labour laws and contract labour (Regulation & abolition Act, 1970) and the rules framed there under. The contractor shall have to obtain the license under above act if employing person as contract laborers, as per provision of prevailing rules & regulations. The person employed shall not be age less than 18 years and more than 50 years. Necessary PF registration and proof for age shall be provided by them.

50. The contractor shall ensure that either himself or representative on his behalf is deputed by him to keep in touch with Engineer in charge with regard to detailing of the work progress or any changes required thereof.
51. In case of any dispute or any discrepancy, the decision of Chief Engineer, SLDC, GETCO Gotri, Vadodara will be final and binding to the contractor.
52. **Agreement:**
As per Company's rules, contractor will have to enter in to an agreement on non-judicial stamp paper of Rs. 300/- with the company in prescribed format before commencement of work. The cost of stamp fees shall be borne by the contractor.
53. **Commencement:**
Contract will start working from the date of receipt of order and/or as per directive of Engineer In-charge.
54. The evaluation of tender will be done on overall L1 (lowest One) offer quoted by contractor. ie. Lowest of end cost.

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 _____ 2020. 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.

SIGNATURE OF CONTRACTOR
(WITH RUBBER STAMP/SEAL OF COMPANY)

c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure-A or terms and conditions /

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

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

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

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

Sr. no	Amount of Contract in Rs.	Penalty amount
1	Up to 1 Lac	Rs. 5000/-
2	Above 1 Lac to 10 Lacs	Rs. 40,000/-
3	10 Lacs to 100 Lacs	Rs. 1,00,000/-
4	More than 100 Lacs	1.0 % of contract value.

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

h. This Safety cum Indemnity Bond shall continue and hold good until it is released by the GETCO in Writing on the CONTRACTOR's application after the Contractor has discharged all his obligations under the order mentioned hereinabove and submitted a "NO DEMAND CERTIFICATE" from the GETCO under the said order.

The Safety cum Indemnity Bond shall be valid for a CONTRACT PERIOD and renewable thereof (Claim Period).

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

(Signature with seal of The CONTRACTOR)

In the presence of:

- 1.
- 2.

SIGNATURE OF CONTRACTOR
(WITH RUBBER STAMP/SEAL OF COMPANY)

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 and 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.

ANNEXURE-A

Indoor safety precaution	Outdoor safety precaution
The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.	The method of work required T&P and manpower should be discussed between GETCO supervisor, contractor's supervisor and gang leaders.
Prior to execution of work a joint survey must be conducted by GETCO supervisor, and contractor's supervisor for risk assessment.	Prior to execution of work a joint survey must be conducted by GETCO supervisor, and contractor's supervisor and DISCOM line man in order to identify the following.
<ul style="list-style-type: none">Clearly identify the work location, to distinguish between the equipment that is dead and other equipment / part that may be live.Disconnect the equipment from supply.Protect against other live parts.Take special precautions when close to the bare conductors/bus bar	<ul style="list-style-type: none">a. HT/LT line or tap line crossing under each span of line of the work. thatb. Isolation point of each line crossing.c. Each line crossing & isolation point under each span must be discussed and noted in maintenance register with sketch
<p>Following safety guidelines are mandatory for all contractors operating in GETCO premises for Electrical, non-electrical & civil works.</p> <ol style="list-style-type: none">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	<p>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.</p> <p>While execution of stringing work, the identified line crossing must be isolated / de-energized and written clearance should be obtained from concerned DISCOM supervisor.</p> <p>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.</p> <p>Contractor's supervisor must ensure that concern officer take LCP for EHV line and power line crossing.</p>

SIGNATURE OF CONTRACTOR
(WITH RUBBER STAMP/SEAL OF COMPANY)

<p>work must be carried out by certified electrician/wiremen with adequate size of wire through MCB as per I.E. Rule.</p> <ul style="list-style-type: none"> - Live penal area / bus bar must be isolated and sealed / bifurcated with red colour tape for visible warning. - Display Board must hang on LCP panel. - Transformer must be switched off whenever and wherever contractor and line workers are not satisfied with isolation, earthing or any equipment performance of GETCO, it will be pointed out and work shall begin only after resolution. Contractor shall not take up job in absence of GETCO authorized person. All wire temporary connection & material whenever erection activity has any connection and disconnection work of bus bar, string bus. 	
All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, etc, duly approved by GETCO.	All workers / labour of contractor & supervisors must use personal protective equipment (PPE) during the work like , gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detector etc, duly . approved by GETCO.
The local earthing must be done at the place of work before execution of any work.	The local earthing must be done at the place of work before execution of any work.
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.
	<p>Transmission line activities.</p> <ol style="list-style-type: none"> 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.

	<p>Local earthing of electrical equipments like filter M/c, welding machine, testing kits etc. is must.</p> <p>Crane shall only be used for material handling and erection. Working platform shall only be used for work in switchyard.</p>
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SECTION :E

APPENDICES

(E) APPENDICES
Gujarat Energy Transmission Corporation Ltd.

APPENDIX –I

TENDERER'S EXPERIENCE

A List of Similar jobs executed by the Contractor & Name with address of a Person whom reference can be made, by the Corporation, if required necessary.

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

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place:

Gujarat Energy Transmission Corporation Ltd.

**APPENDIX – II
WORKS TENDERED / IN HAND**

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

Sr. No	Name of work with location and address	Work in hand			Work Tender for			Remarks
		Tender Cost	Cost of Remainin g work	Anticipate d Date of Completio n	Estimated Cost	Date whe n decis ion Is Expe cted	Stipulated Date or period Of Completio n	
1	2	3	4	5	6	7	8	9

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company Date & place: _____

SIGNATURE OF CONTRACTOR
(WITH RUBBER STAMP/SEAL OF COMPANY)

Gujarat Energy Transmission Corporation Ltd.

GETCO

APPENDIX-III

TENDERER'S DETAILS OF PERSONNEL

The List of Technical Personnel intended to be placed at the Work by the Contractor.

[Tenderers shall submit in the Format detailed here under]

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

APPENDIX-IV

TENDERER'S DETAILS OF MACHINERY

The List of Technical Personnel intended to be placed at the Work by the Contractor.

[Tenderer shall submit in the Format detailed here under.

Sr. No.	Description & Details machinery	Capacity	Numbers	Make	Remarks
(a)	(b)	(c)	(d)	(e)	(f)

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX-V

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

[Tenderers shall submit in the Format detailed here under]

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

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – VI
Qualification Requirement.

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

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

Signature of Tenderer

Date :

Place

Company's Round Seal

Gujarat Energy Transmission Corporation Ltd.

APPENDIX – VII
Qualification Requirement.

Contractor must fill up below details

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

Signature of Tenderer

Date :

Place

Company's Round Seal

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
State Load Dispatch Centre, Gotri,
VADODARA – 390 021.

COMPLETION PERIOD

Name of Work: "Supply, installation, testing and commissioning of 04 no. of 4TR, 3 star inverter Tower Air conditioning Machines for server room of old SLDC building, Gotri, Vadodara."
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Sr. No.	Description of work	Completion Period in Days from date of commencement.
1	"Supply, installation, testing and commissioning of 04 no. of 4TR, 3 star inverter Tower Air conditioning Machines for server room of old SLDC building, Gotri, Vadodara."	2 (One) Months

Chief ENGINEER (SLDC)
GETCO, Gotri, Vadodara