TENDER NOTICE NO: PTC/ADV- 18 /15-16

Tender for ARC for providing and fixing of 11 kV Heat Shrinkable outdoor, indoor termination kit for end termination of 11 kV XLPE type power cable at various sub-stations under Palanpur Transmission Circle as and when required. (Power cable terminations to be done through approved jointer from respective Manufacturer & approved vendors of GETCO only. Cable kit must be GETCO approved like Raychem, Cabseal, M-Seal Frontech etc.)
Gujarat Energy Transmission Corporation Ltd.

Circle Office, Nr. Circuit House, Palanpur – 385001
Phone: 02742 -255465 Fax No. (02742) 255465
Email: sepln.getco @gebmail.com

Name of work:- Tender for ARC for providing and fixing of 11 kV Heat Shrinkable outdoor, indoor termination kit for end termination of 11 kV XLPE type power cable at various sub-stations under Palanpur Transmission Circle as and when required. (Power cable terminations to be done through approved jointer from respective Manufacturer approved vendors of GETCO only. Cable kit must be GETCO approved like Raychem, Cabseal, M-Seal Frontech etc.)

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</table>
**Tender Notice No. PTC/ADV/18/2015**

Sealed percentage rate tenders are invited in two separate sealed covers Super scribed technical bid and price bid from Registered Contractors in appropriate class with GETCO. But similar work carried out in GETCO/Central/State Government/Railway/Semi. Govt. Successfully as mentioned in Qualification requirement criteria given in the tender document. Tenderer should download the tender documents from the Web site [www.gseb.com](http://www.gseb.com) and submit the same as per instructions there in only by RPAD/Speed post.

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<table>
<thead>
<tr>
<th>Tender Notice No.</th>
<th>Name of Work</th>
<th>Estimated Cost in Rs.</th>
<th>EMD</th>
<th>Tender Fee in Rs.</th>
<th>Time Limit</th>
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<tbody>
<tr>
<td>PTC/CM1/21/2015-16/</td>
<td>Tender for ARCl for providing and fixing of 11 kV Heat Shrinkable outdoor, indoor termination kit for end termination of 11 kV XLPE type power cable at various sub-stations under Palanpur Transmission Circle as and when required. (Power cable terminations to be done through approved jointer from respective Manufacturer approved vendors of GETCO only. Cable kit must be GETCO approved like Raychem, Cabseal, M-Seal Frontech etc.)</td>
<td>432000/00</td>
<td>4350.00</td>
<td>450</td>
<td>12 Months</td>
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</table>

Minimum experience of execution of work worth Rs. (in lacs) As mentioned in tenders

Minimum required Class of registration: As mentioned in tenders

Last date of submission of the tender : (Only by RPAD/Speed Post) 10.12.2015

(Receipt of technical and price bids during working hrs. up to 15:00 hrs. of last date mentioned)

Date of opening of the tender (technical bid): 16.00 hrs 10.12.2015

Validity of tender: 180 days from the date of opening of technical bid.
Bidders are requested to remain in touch with our Web site for extension in date, corrigendum etc. for the above tenders till opening of technical bid.

No tender shall be accepted / opened in case of receipt after due date and time of tender, irrespective of delay due to postal services or any other reasons and the Corporation shall not assume any responsibility for late receipt of tender.

The tenders are to be submitted by the intending bidders with forwarding letter on their letter head showing list of documents attached with the tender duly signed by Authorized Person of their firm, affixing stamp of their firm, in single envelop with two separate sealed and super scribed envelopes as listed below:

Envelope No.1: Technical bid and Pre-Qualification bid data, details specification.
Envelope No.2: PriceBid.

Technical and pre-qualification bid details specification (envelope No.1) will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document.

Price bids (Envelope No.2) of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for further commercial evaluation.

The Earnest Money Deposit and tender fee will be accepted by Demand Draft on any Nationalized Bank only situated at “PALANPUR”, drawn in favor of “GUJARAT ENERGY TRANSMISSION CORPORATION LTD.” Tender without EMD and tender fee shall be rejected. Two separate demand drafts for Tender fee and EMD should be submitted with technical bid.

The Corporation reserves the rights to reject any or all tenders or accept any tender without assigning any reason thereof.

The GETCO reserves the right to award the work to one or more bidders, considering their technical and financial capacity OR to reject any or all tenders or accept any tender without assigning any reason thereof.

Superintending Engineer Transmission
Circle GETCO Palanpur
Annexure-I

Details of the Firm

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<thead>
<tr>
<th>Name of the Firm</th>
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<td>A</td>
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<td>1 Address of registered office</td>
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<td>2 Contact personnel</td>
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<td>3 Xerox copy of GETCO approved vendor only.</td>
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<td>4 Designation</td>
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<td>5 Residential Address</td>
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<td>6 Phone No.</td>
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<td>8 Telegraphic code</td>
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<td>B</td>
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<td>1 Address of WORK</td>
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<td>2 Contact personnel</td>
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<td>8 E-mail address</td>
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Annexure-II
Details of experience in last three years from the due date of tender

TRANSMISSION CIRCLE OFFICE PALANPUR

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of s/s</th>
<th>Order reference no. &amp; Date</th>
<th>Order value</th>
<th>Due date of completion</th>
<th>Date of completion</th>
<th>Order fully executed Yes/No</th>
<th>Status if order under execution</th>
<th>Remark</th>
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<td>Gujarat Energy Transmission Corporation Ltd.</td>
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</tbody>
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Annexure-III
List of work completion certificate submitted with technical bid (3-A form)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Name of the authority by whom the work completion certificate issued</th>
<th>Description of work</th>
<th>Reference No. &amp; Date</th>
<th>3-A form for work completion certificate attached</th>
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Qualification requirement

(A) Technical

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

1. The bidder shall be strictly a Vendor registration with GETCO.

2. The bidder has to furnish the attested copy of type test certificate from C.P.R.I. Bangalore/ERDA along with drawing as per IS 13573 part-II-2011, Sequence 1.1 & 2.1 or IEC-60502-4-2005 sequence 1.1 & 2.1 for their product/supply. Type test certificate should not be more than 03 years old (2012-2014).

3. Cable jointing kit must be GETCO approved vendor i.e. Raychem/M-Seal/Cabseal etc.

4. Contractor should be submitted approved drawing of manufacturer of 2013-2015 for each type indoor, outdoor and straight through joint.

5. Authorization certificate should be submitted.

6. The literature for the cable jointing kits are to be used by the contractor must be enclosed with the tender.

7. Method of work i.e. termination, jointing etc. should be submitted.

8. The product should have minimum guarantee period of 05 years. More guarantee period will be preferable and shall be given due weightage and preference. So the bidder should submit their document mentioning the guarantee clause of their firm.

9. The bidder should submit the document mentioning the clause of replacement of the Termination kit if it fails within guarantee period. (In case of failure of termination kit within Guarantee period, same is to be replaced at free of cost with free labor charges within 24 Hours).

10. The bidder should submit experience in executing of similar nature & magnitude of jobs in last three years with GETCO or DISCOM.

11. Electrical contractor’s license with latest validation.

(B) Financial

1. Payment of Tender fee and EMD

2. VAT and Service Tax Registration No. date / issuing authority.

3. Details of Partners/Directors of the Firm/Company. Partnership deed if applicable.

4. Copy of power of attorney as the case may be.

5. PF registration.

6. Latest Bank solvency certificate of 20% of the tender value is required to be furnished by the tendered along with the technical bid.

7. The Bidder should have to submit copy of PAN card.

8. List of tools tackles.

9. Labour license if applicable.

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

Scope of Work
1. The Scope of the proposal shall be on the basis of a single Bidder’s responsibility, completely covering all the services specified under the accompanying Technical Specifications.
2. The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, technical Data Sheets and specified elsewhere.
3. The scope of work is “providing and fixing of 11 kV Heat Shrinkable outdoor, indoor & straight through joint type cable termination kit for end termination of 11 kV XLPE type power cable at various substations under Palanpur Transmission Circle as and when required “as per standard specification and standard practice of GETCO and as per EIC.
4. The above work shall be done as per GETCO’s approved drawing/layout.
5. Necessary field quality plan of GETCO shall be implemented and necessary documentation shall also be maintained as per GETCO’s norms and instruction of EIC. If required field quality plan shall be available at field offices.
6. During the work of safety check list shall be followed. Necessary check list will be available at our field office.
7. All work should be done accordingly to technical specification and as per instruction of engineer in charge.
8. The quantity mentioned in price bid is tentative and may vary in actual work order. Moreover this is being ARC quantity of any item may be interchanged within the ordered value as per EIC.
Technical Specification

1. The kits are to be used for 11 kV XLPE type Heat Shrinkable Power Cable (Make: Raychem/Cabseal/M-Seal/Frontech etc. as approved by GETCO).
2. The kits to be supplied must have manufactured as per latest IS and the reference thereof be given with the offer.
3. The literature for the cable jointing kits are to be used by the contractor must be enclosed with the tender; otherwise offer will not be accepted.
4. The kits shall be suitable for storage without deterioration at temperature up to 45°C and shall have unlimited self-life.
5. The contractor shall offer 01 years guarantee after commissioning thereof against defective design and for materials/terminations joints and for bed workmanship etc. Bidder offering more guarantee period shall be preferred.
6. For carrying out all the joints of the kit, tenderer has to depute his representative with men and material without any extra charges at our sub-station site.
7. The cable termination shall be class-I termination as per IEEE Standard 48-1975.
8. At least 02 nos. of rain sheds are required on outdoor cable termination kits.
9. The kits offered should have satisfactory working performance in Indian atmospheric conditions for minimum period of 10 years without failure the same shall be submitted along with the technical bid.
10. At the time of supply of cable kit, it should be as per the order and with original company (Manufacturer's) packing only, having manufacturer's logo/Mark embossed/printed (not the sticker) on the kit with batch No.
11. Dimensions, number of rain sheds (In case of outdoor type), creepage distance etc. should be as per the drawing (approved along with type test certificate) for cable kit supplied.
12. It should be ensured at the time of supply of cable kit for proper sealing, Trifurcation Boot of standard quality and provision of core tubing etc.
General Terms and Conditions for Work

1. The work should be carried out according to the specification and as per instructions and programmed laid out by the Executive Engineer-in-charge of the work.

2. The work should be commenced immediately within 24 hours from the date of receipt of instructions from office by telephone/fax/e-mail/telegram for which sub-order will be issued by post and should be completed within thereafter.

3. The party has to arrange for transportation for men and materials at his own cost.

4. The work shall be carried out through experienced and conversant technical persons.

5. Contractor will have to make his own arrangement for all tools and tackles, manpower etc.

6. The contractor has to remain in close with Engineer in charge of work who will issue detailed instruction for the commencement of the work.

7. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to deduct the amount of revenue loss due to prolong outage.

8. The contractor has to carry out all the works in accordance with revised and latest provision Under I.E. Rules Act made there under and as per instruction of Engineer in charge.

9. Contractor has to co-ordinate E.I.C. for planning of work schedule thereof, so as to complete all the planned work. Contractor has to deploy adequate manpower accordingly.

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

11. It will be bidder's sole responsibility for complete work in all respect as per the provision of I.E. Rules and procedures and as per the instruction of Engineer in charge.

12. In addition to the general of the construction particular, attention shall be paid to the final finish and every effort shall be made to have the entire work contented with standard of workmanship by the contractor.

13. The GETCO will not be liable for the infringement of rules described under work man Compensation due to injuries and accident to the work man etc. contractors have to observe and comply with various provisions under above Act etc.

14. All other general terms and conditions as prevailing in the GETCO shall be applicable to the contract.

15. The contractor has to carry out the work as per specification, instruction & direction of Engineer In charge.

16. Any legal matter subject to Palanpur jurisdiction only.
General Commercial Conditions:-

The Gujarat Energy Transmission Corporation Ltd., Palanpur hereinafter called ‘GETCO’/ ‘OWNER’ intends to receive bids for “Tender for the work providing and fixing of 11 kV Heat Shrinkable outdoor, indoor cable termination kit for end termination of 11 kV XLPE type power cable at various sub-stations under Palanpur Transmission Circle as and when required” detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these instructions.

1. The validity of tender is 180 days from the date of opening of technical bid
2. Earnest Money Deposit
   2.1. Bidders are requested to pay an earnest money deposit (1% of estimated cost) by Demand draft only on any Nationalized Bank at Palanpur for the amount as specified in the tender notice. Payment of EMD in form of Cheque or any other form shall not be Accepted.
   2.2. The EMD shall be submitted along with submission of Technical bid only.
   2.3. Tenders no accompanied by EMD shall be rejected.
   2.4. 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 future works of GETCO.
   2.5. 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 into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for future works for GETCO.
3. All commercial terms and conditions except rates shall be indicated in the technical & commercial bid only.
4. The Tenderers shall specifically note that the Tenders are invited on percentage basis only.
5. Arithmetical error will be rectified on the following basis:
   5.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between work and figures, the amount advantageous to the Owner will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD will be forfeited. The bidder should ensure that the prices furnished in various price schedules
are consistent with each other.

5.2. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

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

5.4. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.

6. The tenderers will ensure submission of the Tenders duly filled in before the due date and time.

7. Security deposit: - The contractor will have to pay the Security Deposit at 5% of the order value on placing the order out of which 2.5% will have to paid by demand draft / FDR in the name of ‘GUJARAT ENERGY TRANSMISSION CORPORATION LTD/A/c. name of bidder’ within 7 days from the date of the issue of LOI, and the remaining 2.5% will be recovered from the first two R.A. Bills and higher percentage of security deposit may be fixed at the direction of The Superintending Engineer. Alternatively you may pay the entire S.D. in the form of FDR/B.G.as per approved format of the GETCO issued by Nationalized/Scheduled Bank. FDR/B.G. issued by some co-operative bank is acceptable. The security deposit will be refunded only after the completion of guarantee period of 1 year of work done or finalization of final bill whichever is later.

8. Contract Period: - The time allowed for completion the work is as specified in the sub-order placed by concern division of GETCO from the date of the commencement of the work, failing which the penalty ½% per week or part thereof on delayed portion of work and / or supply value subject to ceiling of 10% of the total contract value will be imposed. The overall time limit of this ARC is 12(Twelve) months from date of work commencement. However, if the amount remains pending in ARC extension may be given up to completion of amount with mutual understanding. Further if required, the ARC may be extended for one year with mutual understanding with the same rate and terms and condition.

9. The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer in Charge depending upon emergency of work, GETCO reserves the right to reduce the time limit Without giving any notice.

10. Service Tax: -
   (i) Contractor has to submit the Service Tax Registration certificate (ST-2).
   (ii) Contractor should be registered for the service under which they shall pay the service
tax for this contract.

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

11. WELFARECESS:-

1. As per the Welfare Cess Act, the welfare cess @ 1% is applicable on supply and erection items for supply, erection, work, EPC projects, and civil works.
2. Contractor shall get registered under Welfare Cess Act before commencement of work in required head as per nature of work. Office of the Factory Inspector is authorized at present as a registering authority.
3. GETCO shall pay the welfare cess by way of reimbursing to contractors on production of documentary evidence of payment. Registration charges will not be reimbursed.
4. The contracts for which supply or part supply of material are in the scope of GETCO, then contractors shall deposit welfare cess on estimated cost of supplied items to GETCO on progressive basis of utilization. As this part of welfare cess is on GETCO account, the same shall be reimbursed to the contractor on receipt of request letter along with documentary evidence of payment. For calculation of welfare cess on supply part, valuation as per MR shall be taken and informed to the contractor for payment. This will be over and above the A/T value. The modality of payment/reimbursement of welfare cess will be as under.
5. On receipt of A/T, the contractor / bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concern office. Copy of Registration Certificate shall be submitted before submission of bill
6. Before release of payment of Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
7. The welfare cess shall be reimbursed to the contractor on submission of copy of documentary evidence of payment by observing due formalities.
11. Service tax & welfare tax shall be reimbursed on production of proof of such Payments made by the contractor to the appropriate department as per prevailing Rules of GETCO/Govt.
12. The contractor will have to give indemnity bond on Non-judicial Stamp paper of value Rs. 100/- to GETCO for material as per attached format. The cost of stamp paper will be borne by the contractor.
13. The contractor will have to give safety cum indemnity on Non-judicial Stamp paper of value Rs.100/- to GETCO against any possible claim of compensation for damage To contractor’s staff or any of third party during the execution of work. The cost of Stamp paper will be borne by the contractor.
14. Also the successful bidder will have to execute Agreement on stamp paper of value
Rs.100/- at our Transmission Circle office Palanpur before commencement of works as per GETCO's prescribed Performa. The cost of stamp paper will be born by the contractor.

15. **Guarantee:** It is the responsibility of the contractor to handover the complete work/product free of all defects. If within a period of **one year** from the date of handing over the work and/or product it is noticed that any defects occurs due to bad workmanship, or bad quality of product it is the duty of the contractor to rectify / replace the same at his own cost. If within time frame given by EIC from the date of receipt of such notice, the contractor does not take up the work, same will be carried out at his risk and cost.

16. **Notice for unsatisfactory progress:**
   If the progress or a particular portion of the work is unsatisfactory the Superintending Engineer (TR), GETCO, Palanpur Whose decision shall be final.

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

17. The quantum of the work as mentioned in estimate/schedule – ‘B’ is tentative and it can be varied or differed as per site condition. The payment shall be made only on actual work executed or order quantity, whichever is less.

18. The tenderer will be abided by and fulfill all the terms and provisions of the “Tender & Contract” for works as applicable and incase of any default there to the GETCO shall forfeit the S.D. or any other action as may be decided by Superintending Engineer (TR), Palanpur.

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

22. GETCO shall deduct the Income-Tax and other taxes as per prevailing rules from each and every bill.

23. No part rate or reduced rate shall be allowed in final bill.

24. The contractor has to follow all labor laws, safety rules and regulations. The GETCO does not take any responsibility in case of accident or injury to the workers. The safety/security of men, materials and equipments shall be sole responsibility of the contractor.

25. The compliances of all Central/State Govt. rules, safety and insurance rules etc. and that of local body, is a must condition for the agency.

26. The Gujarat Energy Transmission Corporation Limited does not bind itself to accept the lowest or any tender. GETCO reserves the right to reject any or all tender without signing any reasons whatsoever.

27. The erection work should be commenced immediately from the date of receipt of instructions from office and should be completed within thereafter.

28. The tender includes all minor accessories and items of work which are not have been
specifically mentioned in the specification, schedule, etc., but are essential for completion of work. The contractor will not be eligible for any extra payment in respect of such minor accessories and items of work.

29. Tenderer will be qualified only who have submitted all the required documents as mentioned in tender notice.

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

31. GETCO will not pay any idle charge for any site conditions or any circumstances.

32. In case of any dispute/doubt, the decision of Superintending Engineer (TR), GETCO, Palanpur shall be unchallengeable, final, and binding to the contractor.

33. The contractor has to remain in close day to day contact with Engineer in charge of work who will issue detailed instructions for the commencement of the work.

34. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works available in the office.

35. All other general terms and conditions for works-supply as prevailing in the GETCO shall be applicable to the contract.

36. The contractor will have to complete entire job as per directive and instruction of Engineer in Charge. If he fails to do so entire work will be carried out at contractor’s risk and cost.

37. The tender shall be issued to only the experienced contractor who has completed such job of similar nature and magnitude satisfactorily in time. However, filling of online tender, does not qualifies the tenderer to offer the bid.

38. Tender offer without payment of EMD required certificate, documents, list of tools, Tackles, equipments etc. required for execution of job will be out rightly rejected without Assigning any reason thereof and decision of Superintending Engineer (TR), GETCO, Palanpur will be final and unchallengeable.

39. The Contractor will be governed by The GETCO’s general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the contractor will have to sign this booklet along with other document and agreement. All the usual terms and conditions of the GETCO, through the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the Superintending Engineer shall be binding on the contractor.

40. After completion of the work, all the surplus materials issued by the GETCO shall be returned by you to the respective center of the GETCO as per instruction of Engineer in charge at your cost.

41. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.

42. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which GETCO shall be at liberally to
deduct the amount of revenue loss due to prolong outage.
43. If required by GETCO you shall have to provide free to and fro traveling facility to our JE/DE or Technical staff for the work.
44. The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in charge.
45. No subcontractor, Power of Attorney shall be allowed without prior approval of competent Authority.
46. No tools, tackles, manpower, crane facilities etc. will be provided by the GETCO.
47. The contractor has to submit the list of tools, tackles, equipments with him along with his tender Offer. The tender without this list and other required documents (as mentioned above here in the tender) should be rejected out rightly.
48. The bidder shall specifically note that GETCO will not pay any extra amount towards any type of claim except for the description indicated in Schedule – ‘B’. The party has to carry out all other/ additional required activities/ works as directed by Engineer in charge which is not mentioned in Schedule but required to be completed as per site condition and for this work no extra payment shall be made by GETCO.
49. GENERAL:-
   a) Electricity Rules: - All the works shall be carried out in accordance with latest rules under Electricity Act.
   b) Testing: - Complete installation shall be put to the necessary test as required and shall be got approved by Government Electrical Inspector.
   c) The interpretation of specifications doubts etc.: - In case of any doubts about what is mentioned in specification or schedule or elsewhere, the tenderer should get all doubts cleared from the Department in writing and in advance of filling in the Tender. In case of difference of opinion about interpretation of specification etc the decision of Superintending Engineer, Transmission Circle, GETCO, Palanpur will be final and shall be binding to the contractor.
   d) The contractor has to submit work execution report on every month to the Superintending Engineer (TR), Palanpur.
50. The contractor shall co-operate with the GETCO in recording measurement etc. as expeditiously as possible and he shall fulfill all the requirements which are necessary to finalize the accounts on the basis of its records and pay him such amount as if found due to him together with the amount of security deposit. If any remaining payable to him after deduction there from the amount due by him to the GETCO. The GETCO shall not entertain further claim from thereafter.
51. The competent authority can delete any item in schedule of the tender, if he feels that the rate Quoted by the contractor for that item is abnormally high when compared to the estimated Rates.
52. Delivery of Material: - All material/ equipment required for this work is in scope of contractor.
53. You will ensure that completion of all works having been completed correctly as per Indian Electricity Rules & procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out Subsequently shall be set right forth with by you at your own cost.

54. **Billing and Payment Terms**
   
   (a) The contractor shall have to submit the bill of 100% amount of sub order to the concerned Deputy Engineer or Junior Engineer of sub-station of concerned division for payment.
   
   (b) If net payable amount is more than Rs 5.0 Lacs, payment will be released from circle office/corporate office.
   
   (c) The payment will be released within 60 days. However, in case of any delay due to any eventuality no interest charges shall be paid.
   
   (d) All the bills in accordance with the above clauses must be submitted with the following information:

   1) Item wise work done during billing period.
   
   2) Item wise cumulative work done.
   
   3) Account for material consumed and balance stock.

55. **PROTECTION OF PROPERTY AND CONTRACTOR’S LIABILITY**

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

56. **CO-OPERATION WITH OTHER CONTRACTORS**

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

57. **PROTECTION OF WORK**

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

58. The general terms & condition of GETCO for supply & work are applicable to all contractors.
WORK & SAFETY REGULATIONS

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

2. All equipment used in construction and erection by contractor shall meet Indian/International Standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer’s operation manual and safety instructions and as per guidelines/rules of GETCO in this regard.

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

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

5. The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person. The contractor only shall use good and standard quality of material.

6. The contractor shall not interfere or disturb electric fuses, wiring and other electrical Equipment belonging to the owner/other contractors under any circumstances, whatsoever, Unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.

7. Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or owner, he shall:
   a. Satisfy the Engineer that the appliance is in good working condition;
   b. Inform the Engineer of the max. current rating & voltage of the appliances;
   c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

8. The Engineer will not grant permission to connect until he is satisfied that;
   a. The appliance is in good condition and is fitted with suitable plug
   b. The appliance is fitted with a suitable cable having two earth conductors, ones of which shall be an earthed metal sheath surrounding the cores.

9. No electric cable in use by the contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

10. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work. The contractor shall not interfere or disturb electric fuses, wiring and other electrical Equipment belonging to the other contractor or owner under any circumstances, whatsoever, Unless expressly permitted in writing to handle such fuses, wiring or electrical equipment.
work is carried out by the contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficiently quantity of tools will have to be provided by the contractor to electricians/workmen/officers.

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

12. The Engineer shall have the right at his sole discretion to stop the work if in his opinion the Work is being carried out in such a way that it may cause accidents and endanger the safety of the Persons and/or property and/or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to Remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such Stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the contractor.

13. The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

14. It is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following:
   a. Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
   b. No employee shall be given a new assignment of work unfamiliar to him without proper Introduction as to the hazards incident thereto, both himself & his fellow employees.
   c. Employee must not leave naked fires unattended, smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
   d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
   e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or inundated conditions are essential requirements to be fulfilled.

15. The contractor shall follow and comply with all GETCO safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and GETCO safety rules referred above the latter shall be binding on the contractor unless the statutory provisions are more stringent.
a. Fatal injury or accident  Rs. 1,00,000/- per person for death/ These are applicable
Causing death

b. Major injuries or accident causing  Rs. 20,000/- per injury to any 25% or more permanent disablement
person  To workmen or employees

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

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

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

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Amount of Contract in Rs.</th>
<th>Penalty amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 1 Lac</td>
<td>Rs.5000 per Incident</td>
</tr>
<tr>
<td>2</td>
<td>Above 2 Lac to 10 Lacs</td>
<td>Rs.25000 per Incident</td>
</tr>
<tr>
<td>3</td>
<td>10 to -- 100 Lacs</td>
<td>Rs.100,000 per Incident</td>
</tr>
<tr>
<td>4</td>
<td>&gt; 100 Lacs</td>
<td>1.0 % per Incident</td>
</tr>
</tbody>
</table>
2. Reporting;

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

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

3. Safety Requirement:

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

Such records are mandatory for clearing first erection bill.

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

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

3.2 2 Safety procedure adopted.
   (a) Permit to work
   (b) Earthing at the place of work.
   (c) Adequate supervision.

3.23 T & P physical Check. (Healthiness and Quality) (a) P.P.rope.
   (b) Wire rope and sling. (c) Earthing rod
3.3 If above-mentioned safety requirements found violated in any of the above three conditions shall attract penalty of Rs.1000/-per occasion. (Max. Rs.3000/-for violation of three conditions)

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

OUR ENDEVOUR - Safety a habit

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

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

<table>
<thead>
<tr>
<th>Indoor safety precaution</th>
<th>Outdoor safety precaution</th>
</tr>
</thead>
<tbody>
<tr>
<td>The method of work required T&amp;P and Manpower should be discussed between GETCO supervisor, contractor’s supervisor and gang leaders.</td>
<td>The method of work required T&amp;P and Manpower should be discussed between GETCO Supervisor, contractor’s supervisor and gang leaders.</td>
</tr>
<tr>
<td>Prior to execution of work a joint survey must be conducted by GETCO supervisor and contractor’s supervisor for risk assessment.</td>
<td>Prior to execution of work a joint survey Must be conducted by GETCO supervise or, contractor’s supervisor and DISCOM line man in order to identify the following: a. HT/LT line or tap line crossing under each span offline the work.</td>
</tr>
<tr>
<td>• Clearly identify the work location, to distinguish between the equipment that is dead and other equipment/part that may believe.</td>
<td>b. Isolation point of each line crossing.</td>
</tr>
<tr>
<td>• Disconnect equipment from supply.</td>
<td>c. Each line crossing &amp; isolation point under each span must be discussed and noted in maintenance register with sketch.</td>
</tr>
<tr>
<td>• Protect against other live parts.</td>
<td></td>
</tr>
<tr>
<td>• Take special precautions when close to bare conductors/Busbar.</td>
<td></td>
</tr>
</tbody>
</table>
Following safety guide lines are mandatory for all contractors operating in GETCO premise for Electrical, non-electrical & civil works.

1. Contractors must provide advance planning of work to concerned in-charge of substation in writing.
2. Before starting any work whether switchyard, "permit to allow to work" must be taken from control room in-charge.
3. Utilizing Electrical / non-Electrical equipments, safety rules be implemented.
4. If the work is to be carried out on Sunday or public holiday, then Cesar type must be taken in advance, requesting in writing.
5. Unwanted person including Children of labors will not be allowed at Working site/in the switchyard and in the prohibited area.
6. Any electrical work or Electrical connection equipment For any other work be carried out by certified Contractor’s supervisor and GETCO supervisor must ensure all isolations physically with adequate earthing technically prior to give clearance to gang leader for taking up job.

While execution of stringing work, the identified line crossing must be isolated/ de-energized and written clearance should be obtained from concerned DISCOM supervisor.

The isolation of Tapline must be physically seen and verified by Contractor and GETCO supervisor.

At D.O.fuse junction contractor sperson should be posted to ensure that no person restore D.O.supply while work is under execution.

Contractor’s supervisor must ensure that concern officer take LCP for EHV line and power line crossing.
<table>
<thead>
<tr>
<th>Gujarati Energy Transmission Corporation Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circle Office, Nr. Circuit House, Palanpur – 385001</td>
</tr>
<tr>
<td>Phone: 02742-255465 Fax No. (02742) 255465</td>
</tr>
<tr>
<td>Email: sepln.getco @gebmail.com</td>
</tr>
</tbody>
</table>

- **Electrician/Wiremen with adequate size of Wire through MCB as per I.E. Rule.**
  - Live penal area / bus bar must be isolated and sealed / bifurcated with red color tape for visible warning.
  - Display Board must hang on LCP panel.
  - Transformer must be switched off whenever and wherever contractor and line workers are 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 when

| All workers / labor 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 / labor of contractor & supervisors must use personal protective equipment (PPE) during the work like gloves, safety belt, Safety shoes, Helmet, earthing rods, Live line detectors 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. |

| 11kV breaker in panel must be switched off and racked out only after ensuring voltage in breaker and with outdoor opening. |
| Circuit breaker opening is not an isolation and isolator on either side must be opened. No work during rains and cloudy weather. |
Transmission line activities.
1) Used of Voltage detector to ensure outage.
2) Earthing at three point, local, left & right side of bus bar / string bus.
3) Match line colour code with colour of wristband.
Localearthingofelectricalequipments like filter M/c, welding machine, testingkits etc. is must. Crane shall only be used for material handling and erection. Working platform shall only be used for work in switch-yard.

TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

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

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

2) **Labour Laws**

   (A) Person below the age of 18 years shall not be employed for the work.

   (B) No. female worker shall be employed in the night shift between 7 p.m. to 6 a.m.

   (C) Contractor shall maintain a valid labor license under the contract labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reason thereof.

   (D) The contractor shall at his own expenses comply with all labour laws and keep the GETCO indemnified in respective thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under :-

   (i) Payment of contribution by way of employer’s contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charge etc. at the rates make applicable from time to time by Government of Gujarat/Government of India or other statutory authority.

   (ii) Payment of deposit in respect of each contract labour at the rate as per admissible with the office of commissioner of Labour as per the contract labour (Regulation and abolition Act).

   (iii) License fee as prescribed under the contract labour (Regulation and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.

   (iv) Paid leave facility and wages as per the provision of the factories Act at the rate of one day for every 20 days of working.
(v) Identify cards as prescribed under the factories Act with photo at fixe there to the same identification. Liabilities as per industrial Disputes Act any payment to the contractor's employees arising out of any claim or disputes under the industrial Disputes Act, 1947 or any other labour laws.

(vi) Payment of compensation in case accidental injury.

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

3) Provident Fund & Family pension Scheme:-

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

4) Deposit Linked Insurance Scheme :-

The contractor shall have to deposit ½ % of the wage in respect of employees who is a member of the Provident Fund as the contribution to the deposit.

Linked insurance Scheme with Regional Provident Fund Commissioner, Ahmedabad.

(5) Administrative Charges:-

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

(6) Paid Leave Facility:-

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

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

The contractor shall cover all his employees under workmen’s compensation fund and under the liability insurance.

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

(9) Contractor to Identify the GETCO:-

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

(10) Workmen’s compensation and employer’s liability insurance:-

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

(11) The GETCO reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.
(12) The GETCO will be entitled to deduct directly from the bills, to be paid to the contractor any sum or payable by you and which sum/sums the GETCO is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.

(13) The contractor will be required to produce a solvency certificate for an amount as decided by Executive Engineer and also to produce his Income-Tax clearance certificate.
SAFETY CUM INDEMNITY BOND

(On Non-judicial Stamp paper of value not less than Rs. 100.00)

KNOW ALL MEN BY THESE PRESENTS that we, ___, by this SAFETY CUM INDEMNITY BOND Executed on this ______ Day of ______ 2013. 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 VidyutBhavan, 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 mount 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 to indemnify and keep harmless the GETCO from all claims, actions, proceedings and risk, damage danger to any person whether belonging or not belonging to the CONTRACTOR.

b. That the CONTRACTOR shall keep harmless the GETCO from all claims, compensation, damages any proceedings in respect of any of its employee /workmen under the Workmen Compensation Act or any other laws for the time being in force.

c. That, if during the course of execution of work as stated in the contract order mentioned hereinabove issued by the OBLIGEE, it is found that the CONTRACTOR has not complied with guidelines as per Annexure- A or terms and conditions formalities within the meaning of Employees' State Insurance Act,1948 (ESI) or Workmen Compensation Act 1923 or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law prevailing at the place of work/job to the satisfaction of the GETCO, the GETCO shall have the right to stop the execution of work/job and the period of such stoppage shall not be taken into account for the calculation of the total period of completion of work for which the CONTRACTOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of the CONTRACTOR.

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

e. That the CONTRACTOR is 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.40000/-
3 | 10 to _100 Lacs | Rs.100,000/-
4 | > 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 & liabilities of the parties while adjudicating the matter of claims under this Safety Cum Indemnity Bond.

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

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

---------------------------

(Signature with seal of The CONTRACTOR)

In the presence of:

1.

2.
PROFORMA FOR CONTRACT AGREEMENT

(Non Judicial Stamp Paper of Rs. 100/-)

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

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

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

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

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

2. The conditions and covenants stipulated here-in-before in this contract are subject to and
without prejudice to the rights of the Board to enforce penalty for delays and/or
any other rights whatsoever including the right to reject and cancel on default or breach
by the contractor of the conditions and the covenants as stipulated in the general
conditions, specifications, forms or tender schedule etc. attached with.

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

List of documents forming part of the contract:

1. GETCO’s Tender Specification No. _______ and contractor’s offer opened on dated /__/2014
2. GETCO order No. Dtd. /__/2014
3. Contractor’s acceptance of order vide letter no. _______.
4. Contractor’s Partnership Deed dtd. _______.
5. Contractor’s Power of Attorney / Board Resolution authorizing person to sign on behalf of Firm.

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

1) Signed, sealed and delivered by
   (Signature with name, Designation and official seal)
   For and behalf of M/s. ______________
   (Signature)

   Address: ______________
In the presence of (Full Name, Address and Signatures) (Signature)
i) ______________________
   ______________________
   ______________________
ii) ______________________ (Signature)
   ______________________
   ______________________

2) Signed, sealed and delivered by

(Signature with name, Designation and official seal)

for and on behalf of Gujarat Energy Transmission Corporation Ltd Const Divi. Rajkot. In the presence of name, Full address and Signature:

(1) ______________________
   ______________________
(2) ______________________
   ______________________

A/T ACCEPTANCELETTER:-

(TO BE SUBMITTED ON FIRM’S LETTER HEAD)
Ref. No.
Date:

To,
The Superintending Engineer (TR)
Gujarat Energy Transmission Corporation Ltd,
PALANPUR
Sub: ____________________________

Ref OrderNo. __________________

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

(Signature)

Designation ________________
ANNEXURE – 14

(UNDEARTAKINGINREGARDESTOPDEAL/BANNEDEFORBUSINESSDEALING
/BLACKLISTTHEREOF)

SUB: Undertaking in regard to stop deal/Banned for Business dealing /Black list thereof
Ref: Tender no:

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

I/We __________________________________________

Authorized signatory of M/s ___________________________ here by certified That
M/S ___________________________________________ and their proprietor/any partner /any director of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL/GETCO/DGVCL/MGVCL/UGVCL/PGVCL.

Seal of Firm

Signature of tenderer
Price Bid
Schedule-B

Name of Work: Providing and fixing of 11 kV Heat Shrinkable outdoor, indoor cable termination kit for end termination of 11 kV XLPE type power cable at various sub-stations under Palanpur Transmission Circle as and when required (Power cable termination make : Raychem/M-Seal/Cabseal/Frontech etc. and termination is to be done through approved jointer from respective Manufacturer only)

<table>
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<th>Sr. No.</th>
<th>Description</th>
<th>Qty. in Nos.</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing and fixing of standard make heat shrinkable indoor end termination kit suitable for 11 kV 3-core X 150/185/240/300 mm² XLPE Power cable.</td>
<td>80</td>
<td>2700</td>
<td>216000.00</td>
</tr>
<tr>
<td>2</td>
<td>Providing and fixing of standard make heat shrinkable outdoor end termination kit suitable for 11 kV 3-core X 150/185/240/300 mm² XLPE Power cable.</td>
<td>80</td>
<td>2700</td>
<td>216000.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>432000.00</td>
</tr>
</tbody>
</table>

Remark : Service tax shall be reimbursed on production of proof of such payments made by the contractor to the appropriate department as per prevailing rules of GETCO/GOVT. VAT should be extra as per govt. rules.

Superintending Engineer
(TR) GETCO-Palanpur

I am/we are willing to carry out at ________% above/below the estimated amount, hence net amount will be Rs.__________ in figure________________. We agree with all the terms & conditions of GETCO as mentioned in this tender.

Signature & Seal /Stamp of Contractor/Company.

Regd. & Corporate Office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007
Corporate Identity No: U40100GJ1999SGC036018