

**GUJARAT ENERGY TRANSMISSION CORPORATION LTD**

**TRANSMISSION DIVISION**

**Gotri, VADODARA-21,**

**GETCO**



**Name of Work:** Annual cleaning / up keeping work for Control Room, Switch yard, colony area  
& MDI at 132KV Gotri sub-station under Gotri TR Division

**TENDER SPECIFICATION**

**Tender No. : GTD-11/ 2013**

**TECHNICAL SPECIFICATIONS**

Seal & Signature of bidder



GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

Transmission Division Office, Gotri Road, PO: Gotri,  
Gotri, VADODARA – 390 021.

**Tender No. GTD-11/2013**

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/Central/State Government / Railway/Semi. Govt. and who has executed similar nature of work and magnitude successfully.

1	Name of work	:	Annual cleaning / up keeping work for Control Room, Switch yard, colony area & MDI at 132KV Gotri sub-station under Gotri TR Division
2	Estimated Cost	:	Rs339300.00
3	Earnest Money Deposit	:	Rs. 3400.00
4	Security Deposit	:	5% of the contract value out of which 2.5% is to be paid by contractor before placement of work order.
5	Last Date of issue of tender	:	<i>Download from the Website.</i>
6	Last Date of receipt of Tender	:	30.03.13 (Only by RPAD / Speed Post) (During working hrs. up to 15.00 hrs.)
7	Date of opening of Technical Bid	:	30.03.13 at 16.00 hrs.
8	Date of opening of Price Bid	:	<i>After opening of Technical Bid</i>
9	Price of Tender	:	Rs. 340.00
10	Time limit	:	Annual work.

Earnest Money Deposit will be accepted in by Demand Draft drawn on any Schedule Bank payable at Baroda in favor of Gujarat Energy Trans. Corp. Ltd.; **Cheque or Bank Guarantee will not be accepted.**

(H M Dabla)  
Executive Engineer (TR),  
GETCO, D.O. Gotri.

Issued to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## INSTRUCTIONS TO THE BIDDERS.

### **(A) SCOPE OF WORK:**

**Major works covered in this work Annual cleaning / upkeeping work for Control Room, Switch yard, colony area & MDI at 132KV Gotri sub-station under Gotri TR Division as per specifications and terms mentioned here under.**

- (1) The site of proposed work is situated vadodara and near Vadodara, The proposed site is situated at a location difficult to access and on a hillock. The proposed work is to be carried out on hillock / undulating ground. The transportation of materials may require long leads / lifts and head loading. Therefore, the contractor is specifically advised before quoting for the tender to visit the location of work, identify the routes for transportation of materials, laborers, machinery, etc. as there is no proper approach to reach at site.
- (2) As the work is to be carried out to ensure safety of existing high tension transmission line tower, extreme care & continuous & strict supervision of the on going work shall have to be ensured by the successful bidder.
- (3) The work is required to be carried out in sequential manner with adequate planning so that safety of the tower is not jeopardized at any point of time during the progress of work.
- (4) Any additional supporting arrangement for the tower such as guys, or sand bag supports, tensioners with turnbuckles, etc. is included in the scope of work for which any claim for extra payment shall not be entertained. The work shall have to be carried out with utmost care and precautions to safeguard the existing tower.
- (5) Since proper approach for transportation of materials, manpower, equipments to the work site does not existing, Contractor will have to make safe approach of adequate size to the site at his own cost. Also no extra payment shall be made for carting of materials, manpower, equipments, etc.
- (6) Although bid drawing is indicative of the type of the work, due to ongoing soil erosion at the site due to rains, design of the structure to be constructed may change during execution for which no extra claim shall be entertained by the GETCO.
- (7) 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.
- (8) Before taking up construction activity; the agency has to cut the trees which obstruct the working, of any diameter, bushes, vegetations, i.e. roots, plant, shrubs, grass etc including stacking and crediting to GETCO as directed with no extra cost.

### **(B) Payment of Earnest money Deposit and Security Deposits:**

#### **i. Earnest money Deposit:**

1. Bidders are requested to pay an earnest money deposit (1 % of estimated cost) by **demand draft** only on any Nationalized Bank at Baroda in favour of "**GETCO**" 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 as non- responsive.
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.
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 work.

#### **ii. SECURITY DEPOSIT:**

As per prevailing rules of the GETCO, 5% of the contract value shall be paid as 'Security Deposit'. Out of this, 50 % of S. D. shall be paid at Transmission Division, Gotri within 10 days from receipt of letter of intent **either**

- a) In form of FDR in favor of "Gujarat Energy Transmission Corporation Ltd.," of any Nationalized Bank **OR**

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- b) In form of Bank Guarantee of any Nationalized Bank as per the approved format of the GETCO,.

The balance 50 % Security Deposit shall be recovered from first two R.A. Bills in equal installments. Alternatively 100 % S. D. in form of FDR or B. G. may be submitted on receipt of LOI.

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

**(C) Commercial Conditions:**

Sealed Percentage rate tender invited for work of **Annual cleaning / upkeeping work for Control Room, Switch yard, colony area & MDI at 132KV Gotri sub-station under Gotri TR Division.** for Gujarat Energy Transmission Corporation Ltd., Vadodara (herein referred to as GETCO).

- 1 The scope of work is explained in Tender Specification. The work shall be carried out according to the enclosed General Conditions, Technical Specifications & such of the working drawings approved by the GETCO.
- 2 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.
- 3 The Schedule-B shall be filled up with the quoted % above or below & shall be Submitted in sealed envelope superscripted– **PRICE BID** for **Annual cleaning / upkeeping work for Control Room, Switch yard, colony area & MDI at 132KV Gotri sub-station under Gotri TR Division.** The Quoted % above or below shall be written both in words, & figures & the units in words. If any discrepancy occurs between words & figures, then words shall prevail. The tender documents shall be written legibly & free from erasure, overwriting or conversions of figures, crossing out, initializing, dating & rewriting, shall be avoided. In case of any deviation in figure and words the rates quoted in words will prevail.
- 5.0 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.
- 6.0 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 there of. Tenders departing from the technical Specification or the method of bidding in a radical manner may also be rejected.
- 7.0 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 GETCO shall be communicated to the Executive Engineer (Tr), Transmission Division, Gotri.
- 8.0 All royalties, sales tax, toll tax, local tax, development charges, Works Contract taxes & any other taxes etc. in respect of this contract shall be payable by the contractor & Gujarat Energy Transmission Corporation Ltd., will not entertain any claims whatsoever in this aspect. Any statutory variation in future towards the above mentioned taxes and imposing any new tax that shall also be payable by the contractor & Gujarat Energy Transmission Corporation Ltd., shall not entertain any claim of whatsoever nature, during or after the completion of this tendered work. Proof of such payments made by the Contractor to the appropriate departments shall be produced to Gujarat Energy Transmission Corporation Ltd., failing which appropriate amount shall be withheld on getting information / instruction from the concerned departments.
9. The successful contractor will have to sign an agreement as per the Gujarat Energy Transmission Corporation Ltd.,’s rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.
10. Bidders must submit the schedule of quantities & rates by quoting the % above or below the total estimated cost & other schedules duly signed & seal of the company. Any tender not bearing signature of the bidder & seal of the company on all the documents accompanying the tender is liable to rejection. Further it is specifically instructed that conditional tenders shall summarily be rejected.

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11. The bidder shall carefully study the work to be carried. The GETCO 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.
12. The percentage quoted shall include cost towards of all materials, & machinery including equipments, fixtures, labour, constructional equipments, fuel, scaffolding, staging, ramps, walkways, approach and haul road, temporary works, etc. bearing permanent or temporary nature necessary for the completion of the work in all respects, except for those items specifically mentioned to be furnished by the GETCO. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.
13. 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 GETCO & planned by the Contractor, due to the reasons attributable to the Contractor; suitable action shall be taken as per Clause No.3 & 4 appearing in the GETCO's prescribed Booklet for "[Tender & Contractor for Works](#)" and [GETCO may also take such action as it may deem fit to ensure that the work is completed in time at risk & cost of the contractor.](#)
14. The contract or any part thereof shall not be subject to change without the written permission of the Executive Engineer (TR), Transmission Division, Gotri- Vadodara or his authorized representatives.
15. Tender shall remain open for acceptance for a period of 180 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.
16. Further information required, if any, can be had from the office of the Executive Engineer (TR), Transmission Division, Gotri - Vadodara. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.
17. The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.
18. Work 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.
19. 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.
20. 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 GETCO
21. **Once the offer submitted will not be returned back for any reason thereof in any case.**
22. The Bidders shall note:
  - I. Percentage rates quoted shall cater for the cost of all materials & labor including all leads & lifts, tools, plants, consumables such as but not limited to fuels, lubricants, etc. cost due to mobilizing / demobilizing, temporary / permanent constructions
  - II. Percentage rates quoted shall include for the details of constructions, which are obviously & fairly intended & which may not have been specifically referred to in these documents but are essential for the satisfactory completion of the work.
  - III. Percentage rates shall be firm for variations up to any extent for individual items.
  - IV. No price escalation on any account, will be payable.

**(D) Technical Conditions:**

The scope of work is explained in Tender Specification. The work shall be carried out according to the enclosed General Conditions, Technical Specifications & such of the working drawings approved by the GETCO, & drawings issued by the GETCO, as per the existing site conditions & requirements.

23. 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.
24. 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.
25. 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

Seal & Signature of bidder

- 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.
26. 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.
27. GETCO reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.
28. 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 entertained on this account.
29. The Contractor shall prepare all required roads to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by GETCO at no extra cost.
30. Gujarat Energy Transmission Corporation Ltd., shall entertain no idle charges for any site conditions or any circumstances.
31. 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 Ltd., the Contractor shall be held responsible.
32. Tenders that do not fulfill all the above conditions & those specified in the documents attached with this contract document or incomplete in any respect are liable to rejection.
33. The submission of any bid connected with these document and specification shall constitute an 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.
34. **Site visit:** The bidder is advised to visit the site and examine the site condition as the site is located at a difficult to access location and at height, which may require head loading and manual carting, wherein 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 into contract. All cost and liabilities arising out of the site visit shall be at bidder account.
35. **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.
- 36.0 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 GETCO. 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.
- 37.0 Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.

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- 38.0 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.
- 39.0 These rules and directions shall form part of the contract.
- 40.0 **Drawings:** N.A.
- 41.0 In case of any deviation in any terms and conditions between Instruction to the bidders and Tender and contract for works, the terms and conditions mentioned in Instruction to the bidders will prevail.
- 42.0 **Validity Of Tender:** Tender shall remain open for acceptance for a period of 180 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, and GETCO will take further action for “not dealing” with party etc.
- 43.0 **Water Supply Connection:** The contractor has to make his own arrangement of water for construction activity at his own cost.
- 44.0 **Separate Provident Fund Code:** The contractor shall have a separate Provident Fund Code of RPFC in the name of company. The contractors, who do not possess such separate P.F. code, shall not be considered for acceptance of tender. The contractor has to submit such certificate showing P.F. code along with tender.
- 45.0 **Tenders received after time:** The tenders received after time and date specified in the tender notice, 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 GETCO due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.
- 46.0 The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion & as decided by the GETCO but no compensation or idle charges will be paid to the contractor under any circumstances.
- 47.0 The price 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.

The Schedule-B shall be filled up with the quoted % above or below & shall be returned & submitted in sealed envelope superscripted **Price Bid – Annual cleaning / up keeping work for Control Room, Switch yard, colony area at 132KV Gotri sub-station under Gotri Tr Division** - so as to reach the office of The Executive Engineer (TR), Transmission Division, Gotri.

Schedules for tools & tackles, equipments, personnel details etc., and all other necessary details shall also be submitted, in Envelope – I, i.e. Technical Bid. Tenders will be opened on the day & time indicated in the tender notice in the presence of such bidders who wish to remain present.

Any tender not bearing signature of the bidder & seal of the company on all the documents accompanying the tender is liable to rejection. Further it is specifically instructed that conditional tenders shall summarily be rejected.

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**GUJARAT ENERGY TRANSMISSION CORPORATION LTD.,  
TRANSMISSION DIVISION  
Gotri - BARODA 390 021**

**Notes for qualification**

The tender documents are for two separate bids i.e. **technical bid** (i.e. qualifying bid) and **price bids** (i.e. commercial bid). Following credentials shall be submitted with the technical bid for qualification.

1. Registration: Bidder quoting for the bid shall have registration in appropriate class with GETCO/Central/State Government / Railway/Semi. Govt.
2. Experience: Contractor should produce evidence of having experience in executing similar nature & magnitude of jobs preferably photo copy of orders secured from GETCO / Central / State Government / Railway / Semi- Government and satisfactory completion certificate from respective department.
3. Latest bank solvency certificate from any nationalized bank of a sum of minimum 20 % of the Estimated cost shown in the tender.
4. Separate provident fund code number towards your firm registered with Regional P. F. Commissioner.
5. The Earnest Money Deposit and tender fee will be accepted by Demand Draft on any Nationalized Bank only situated at "VADODARA", drawn in favor of "GUJARAT ENERGY TRANSMISSION CORPORATION LTD.,". Tender without EMD and tender fee shall be rejected. Demand draft for EMD should be submitted with technical bid. Any tender submitted without E.M.D. will be Disqualified.
6. The details of tools and tackles, owned and available for using in this work.
7. Contractor should produce audited copy of the Balance sheet with profit and loss account of last three Years.
8. Attested copy of Power of Attorney, if any, for signing the bid documents.

The commercial bid (i.e. Price bid) shown in tender documents comprising schedule B shall be submitted in separate self-addressed envelope provided with tender documents.

The technical bid shall be opened at 4.00 pm, if possible on due date. After scrutinizing of the technical bid, if party fail to fulfill the above requirement for qualification, the price bids of such parties will not be opened. The price bid of qualifying parties thereafter shall be opened on the date and time communicated to qualified parties afterwards in the presence of parties. The bidders are advised to remain present on the date of opening of the technical bid, as if possible; price bid may be opened on the same date.

The bid should be clearly subscribe with our reference number due date and title of work. The offer should be valid for acceptance for a minimum period of 6 months from the date of opening of technical bid.

**Executive Engineer (TR),  
Transmission Division, Gotri**

**Seal & Sign. Of Contractor**

Seal & Signature of bidder



## 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) "GETCO" means the Gujarat Energy Transmission Corporation Ltd.,s and the "Accepting Officer" means the officer who is authorized to sign and signs the contract on behalf of the "GETCO."
- (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 Superintending Engineer" and "C.E." 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 GETCO 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 Superintending 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 2.5% of contract value out of 5 % as Security Deposit; the remaining 2.5% will be recovered from first two running account bills in equal installments. 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. 10,000/- Security Deposit can also be paid as fixed deposit receipt as prescribed in Schedule "C". All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the GETCO 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 en cash for that purpose) or from the interest of any such securities or from any sums due or which may become due to the contractor by the GETCO or from the whole or the balance unpaid as aforesaid of the en cash 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 completion of guarantee / maintenance period i.e. **one year** which the contractor has to maintain the work in good order which ever is later.

### 3. Compensation for the delay

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. The work shall through out the stipulated period of contract the proceeds with due diligence

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(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 Executive Engineer on behalf of the GETCO, 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 GETCO.

(a) To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Executive 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 GETCO.

(b) To employ labour paid by the GETCO, 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 Executive 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 Executive 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 GETCO under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Executive 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 Executive 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 Executive Engineer 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 Executive 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 Executive Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take

Seal & Signature of bidder

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 Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive 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 Executive 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 Executive Engineer and the Executive 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 GETCO shall be compensated only by way of extending the limit up to three months.

**8. Completion Certificate**

On completion of the work the Contractor shall be furnished with Completion Certificate by the Executive Engineer of such completion 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 subordinate until they have received the approval of the Executive 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 so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re erected 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**

Shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge, for all works, executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bills. If the contractor does not submit the bill, within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his

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duly authorized agent, whose counter signature in the measurement shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**12. Supply of Materials to Contractor**

If the specification of the estimated work provides for use of any special description of material to be supplied from the GETCO's Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as here in after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control, the meaning or effect of the contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as may be required from time to time be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum due to thereafter to become due to the contractor, under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the deposit is held in Government Securities the same or a sufficient portion thereof, shall be sold for the purpose. All materials supplied to the contract shall remain the absolute property of GETCO and shall on no account be removed from the site of the work and shall at all time be open to inspection by the Engineer-in-charge. Any such materials un used and in perfectly good condition at time of completion or determination of the contract shall be returned to the GETCO's store if the Engineer-in-charge so requires by notice in writing given under his hands but the contractor shall not be entitled to return any such materials except with consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto. The contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the GETCO even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.

**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 workmanlike manner and both as regarding materials and in every other respect in strict accordance 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 Executive 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.

Where, however, the works is to be executed according to the designs, drawing and specifications recommended by the contractor and accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender.

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

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 Division or at the rate mutually agreed upon between the Executive Engineer and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates agreed upon then the contractor within seven days of date of receipt by him of the order to carry out the work inform the Executive Engineer for the rate which in his intension to charge for such class of work and if the Executive Engineer does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to

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carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the rates shall have been determined as lastly here in before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event of dispute, the decision of the Superintending Engineer of the Circle will be final.

**16. Extension of Time Limit in consequence of Addition or Alteration.**

The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

1. No compensation for Alternation in or Restriction of Work to be carried out. If at any time, after the execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require he whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Executive Engineer provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Executive Engineer whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Executive Engineer whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Executive Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**18. No claim to compensation on account of loss due to delay in supply of materials by GETCO.**

The contractor shall not be entitled to claim any compensation from GETCO for the loss suffered by him on account of delay by GETCO in the supply of materials entered in Schedule A where such delay is caused by:

- i. Difficulties relating to supply of railway wagons
- ii. Force Majeure
- iii. Act of God
- iv. Any other reasonable cause beyond the control of GETCO including Shortage of materials to be supplied by the GETCOs & difficulties in time by reaching at the site of any materials equipments.

In the case of such delay in the supply of materials, GETCO shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with circumstances of the case. The decision in the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

**19. Time Limit for Compensation Claims**

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

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**20. 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 a 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.

***Explanation: I***

Sample Test shall mean:

- (i) In relation to poles fixed as line supports, the token of one pole out of every 100 poles after taking it out from its foundation for inspection.
- (ii) In relation to any other work, such test as may be considered necessary, by the Engineer-in-charge or his subordinate in charge of the work.

***Explanation: II***

Cost of the sample test shall mean cost incurred for the purpose of taking Samples & test and for restoring tested work to its original condition.

**21. Work to be opened to Inspection, Contractor or Responsible Agent to be present**

All works under execution or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer and his subordinate and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intension of the Executive Engineer or his subordinates to visit the works shall have been given to the contractor, during which period either he should be present to receive order and instruction, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorized Agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**22. Notice to be given before work is covered up.**

The contractor shall give not less than 5 days notice in writing to the Executive 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 Executive 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.

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**23. Contractor's Liabilities**

The Contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied from the GETCO stored in accordance with the contract) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execution of the work., in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work, the contractor shall also supply without charge, the requisite number of persons for setting out works, and counting, weighting and assisting in the measurement of, examinations at the time and from time to time of the work or materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof the contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons, or which may with the consent of the contractor be paid in compromising any claim by any such person.

**24. Contractor Liable for all Damages**

Compensation for all damage done intentionally or unintentionally by contractor's labourer, whether in or beyond the limit of GETCO'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 Superintending 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 GETCO 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.

**25. Rescission of Contract and Forfeiture of Deposit.**

The contractor shall not assign or sublet, 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 GETCO in any way relating to his office or employment or if nay such officers or persons shall become in any way directly or indirectly interested in the contract, the Executive Engineer may, by 10 day's 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 GETCO and the same consequences shall ensure as it 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.

**26. 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 GETCO, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

**27. 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 Executive Engineer for his information.

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**28. Works under direction of Superintending Engineer**

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Superintending Engineer of the Circle, 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.

**29. Decision of Superintending Engineer to be final.**

Except where otherwise specified in contract and subject to the power delegated to him by GETCO under the GETCO'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.

**30. Arbitration**

'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 GETCO 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.

**31. Stores to be obtained from GETCO**

The Contractor shall obtain from the GETCO Stores, such articles as are mentioned in Schedule 'A' which may be required for the work or any part of the work or in making up any articles required there fore or in connection therewith, unless he has obtained permission in writing from the Executive Engineer or obtained such stores and articles from elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rate shown in the Schedule "A" attached the contractor and if they are not entered in said schedule they shall debited to him at cost price which for the purpose of this contract shall include cost of carriage and all other expenses whatsoever which may have to be incurred in obtaining delivery of the same at the stores aforesaid and further overhead charges 15%.

The Contractor shall be responsible for the loss destruction or deterioration of the materials, stores or articles supplied to him by the GETCO, even if such loss destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the material, stores or articles so supplied were his property. The contractor shall be responsible for returning the residual materials after completion of the contract and if fails to return, the balance material supplied to him by the GETCO, the cost of the residual materials will be recovered form the contractor at the market rate or stock issue rate whichever be higher at the time of materials account plus 15%.

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### **32.1 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.

### **32.2 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.

### **33. 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 GETCO etc.

### **34. Industrial Labour Laws**

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

a) The contractor shall pay minimum of Rs. 89/- per day or as may be specified hereafter or 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 7<sup>th</sup> 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 GETCO. 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 GETCO so that in case of labour trouble etc., the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor keep himself present through out the working hours.

#### **2. Labour Laws :-**

a) Person below the age of 18 years shall not be employed for the work.  
b) No female worker shall be employed in the night shift between 7.00 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 GETCO indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under :

i) Payment of contribution of wages of employers contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates

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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 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 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 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 Deposits 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.

### **5 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.

### **6 Paid Leave Facility**

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

### **7 Workmen's Compensation Fund And Employers 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 daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

### **9 Contractor to Indemnify the GETCO**

The contractor shall indemnify and keep indemnified the GETCO and every officer and employees of the GETCO 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 GETCO 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 GETCO 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

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indemnified the GETCO against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**10 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.

11 The GETCO reserves the right to terminate this rate contract at any time during its pendency 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 Sub-contractor and Laborers any sum or sums payable by contractor and which sum/sums the GETCO is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.

13 Nothing in the contract document stated shall in 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 GETCO.

NOTE:-The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor

**35. 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.

**36. 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.

**37. 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 borrows pits or compartment. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified & mentioned in the tender.

**38. 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.

**39. Method of Payment**

Payment to contractors shall be made by A/c payee cheque provided the amount exceeds Rs.50/-. Amount not exceeding Rs.50/- will be paid in cash. Generally payment may take 30 to 60 days after passing of bills depending on availability of fund.

**40. 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.

**41. 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 labour; any person certified to him by the Executive Engineer or by any person to whom Executive 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 Superintending engineer / Engineer-in-Charge whose decision shall be final and binding on the piece worker/contractor.

Seal & Signature of bidder

**42      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 GETCO.

**Executive Engineer (TR)**  
**Transmission Division, Gotri.**

I/We accept the above conditions...

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company

Date & place: \_\_\_\_\_

Seal & Signature of bidder

**Special Conditions for A.R.C. of cleaning.**

[1] Contractor has to engage one male person in each sub station who will be responsible for any lacking in work. He will receive instructions from Engineer in charge & in response to make & maintain daily work sheet. On the basis of daily work sheet payment will be made.

[2] Contractor will present the money receipt /certificate from appropriate government authority regarding payment of CPF, Service tax & other beneficiary to labour, every month. Than & than only monthly R.A. Bill amount will be released.

[3] In no case person engaged for substation should remain absent except prescribed holidays.

[4] Zadu, Brushes & Dusters will be brought by the contractor at his own cost for above required items.

[5] On completion of annual contract, the contractor will have to continue the running contract for an extended period of Four months or till the new agencies is fixed and start the work whichever is earlier at the same term and condition of the contract and for that no compensation is admissible.

[6] The contractor should provide manpower as per the items and incase of less no of man power engaged under the item as a penalty Rs. 100/- per person will be levied and deducted from Bills.

[7] All safety measures should be observed during the execution of the work.

[8] The contractor has to observe all labour laws including minimum wages.

The Contractor should ensure PF Code Nos., the contribution towards the PF is deducted from wages of laborers and contribution towards employer share and administrative charges are recovered from contractor and same are to be separate shown in summery –E which is being submitted to GETCO Office.

Executive Engineer (TR),  
Transmission Division, Gotri.

Seal & Sign. Of Contractor

Seal & Signature of bidder

**SPECIAL CONDITION OF CONTRACT.**

1. The contractor has to provide one male person to carryout the work set down in schedule.
2. The contractor should engage diligent, experienced intelligent and hard working persons to carryout the work.
3. The contractor should not engage any person less than 18 years of age.
4. All the persons engaged by the contractor shall be on his pay roll and be paid by him and GETCO will have no any liability whatever in this regard. The contractor shall make regular and full payment of wages and salaries to the persons engaged by him as required under labour law and he should to show to board as and who demanded.
5. The contractor shall be responsible for the proper beehives and the persons employed by him and expressions control over than. He should also be bound to persist and prevent his employers from taking any direct or indirect interest.
6. The contractor should instruct the persons to work as per the instruction of Engineer-in-charge.
7. The contractor should clean all the work as per schedule from 8.00 A.M. and in the noon at 1.30 P.M. or as directed by E.I.C. without delay.
8. If contractor fails to carryout the work then board will deploy the sweepers and carryout the work at the risk and cost of contractor.
9. The Contractor shall at his own expenses extend insurance, coverage to all his employees as may be required.
10. The bill will be paid after completion of one month contractor should submit the bill in triplicate on the 1st of next month.
11. Any damage to the sonitary voesaela property etc. will be recovered from the bill.
12. On completion of annual contract, the contractor will have to continue the running contract for an extended period of four months or till the new agency is fixed and start the work whichever is earlier at the same accepted rate, term and conditions of the contract and for that no compensation is admissible.
13. Entire work will be splited in two equal parts as decided by E.I.C. incase of equal quoted rates by the parties or if deemed fit by Board. The decision of E.I.C. is final & binding to all the parties.

**Note:** Non-execution of all routine items, the work may be done at the risk and cost of the contractor and the amount will be recovered from the next immediate bill or penalty 12% will be applied for the amount of work not done and decision of Engr. I/C will be final and binding to contractor.

**Executive Engineer (TR),  
Transmission Division, Gotri.**

**Seal & Sign. Of Contractor**

Seal & Signature of bidder

## GENERAL SPECIFICATION FOR CIVIL WORKS

### Section 1: General Conditions of Contract

1. The Contractors shall, at their own expense make all necessary provisions for housing, water supply and sanitary arrangements for their employees as well as for works and shall pay direct to the authorities concerned, all rates and taxes.
2. The contractors shall make their own arrangements for the necessary approach, road, for transport of their materials and be responsible for the compensation on account of damage to crop etc., and shall maintain till completion of work.
3. All the royalty charges, Octroi and other duties and all taxes will be paid by the contractor and no extra be claimed on this account.
4. The GETCO will supply article like steel and cement at place & rates mentioned in Schedule "A" of Tender form.

In case of material issued either through of with the recommendation of GETCO, it will be absolutely necessary for the contractor to maintain a correct and honest record of the daily consumption of the said material with particular reference to the work during the day and got countersigned by the departmental representative.

The Engineer in Charge, of this department, or his authorized agent shall have the right to inspect and check stores containing these materials and the accounts for these materials shall be presented for inspections, whenever asked for by them. Every facility shall be offered by the contractors for all these inspections. Engineer-in-charge will supply the materials in any quantity as deemed fit.

5. Godowns or sheds hired or constructed for storing of controlled materials and more particularly of cement shall be such as would prevent the materials from getting damaged in anyway.
6. It will be absolutely incumbent on the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge. Materials that have been rejected must on no account be allowed to remain on the site, and inspite of written order to do so, any such rejected material is on the site beyond a period of 43 hours notice, the Engineer-in-charge shall have the right to remove it at the risk and cost of the contractors and even to destroy it.
7. It must be distinctly understood that conditions of contract and of claims in respect of extra work, will not be allowed unless the works to which they relate in clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for, in specified manner.
8. On completion of the work, the site shall be cleared by the contractor within the stipulated period, and ground brought to original state and they shall not be entitled for any extra claim on this account.
9. General specifications of the relevant Indian standard specification shall also supply.
10. When cement is obtained either through or with recommendation of this department, it should be understood that the contractors will have to very careful regarding the handling of the cement bags. No allowance on account of these empty cement bags will be made to the contractors. The empty cement bags shall be disposed off by contractor as per the condition of schedule "A" of

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the contract. If the empty cement bags are to be returned to department, it should be in good serviceable condition, otherwise the department will charge existing market rate.

11. Damage to works clause.

The works whether fully constructed or not, and all materials, machinery plant tools, temporary buildings and other things connected there shall be at the risk and in the sole charge of the contractor, until the works have been delivered, completed to the satisfaction of the Engineer-in-charge and certificate from him to that effect is obtained until such delivery, the contractor shall at there own cost, take all the precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plant tools, Temporary buildings and other things connected with the works, free from any loss or damage and in the event of the same or any part thereof being lost or damaged shall forthwith within the possible speed, reinstate and made good such loss or damage at contractor's own cost.

12. Supply of controlled articles will be invariably recommended after the actual requirements have been carefully scrutinized. In the event of any such materials remaining in surplus in charge of the contractor, on account of some modifications either in the design or changes in construction or any other reason, will be returned back to the department as early as possible.

13. Any component or part of the work shall not be given to any sub contractor without approval of the competent authority of the Board. The whole responsibility of the execution of the work as per the terms and conditions of the contract will entirely rest on the main contractor. the main contractor shall always keep his responsible representative, preferably a technical hand, on work site with powers to sign M.Rs and take necessary decision and implement the instructions issued in the interest of efficient execution of the works.

14. With a view to ensure repod progress on the works, purchaser may store at work sites, certain quantities of the materials, such as cement etc and it will be incumbent on the tender to purchase these materials at the rate mentioned in the schedule "A" of tender form. For supply of necessary articles, all necessary help will be rendered, but it must be clearly understood that the purchaser does not accept any responsibility for the delay, that may be caused in their supply, on account of circumstances beyond the purchaser's control.

15. The Engineer-in-charge will fix the hours of work, and no work shall be executed beyond that period, during night time or in absence of the Engineer-in-charge or his authorized agent. The box measures shall be filled only in the presence of the Engineer-in-charge or his authorized agent.

16. Contractor will be asked to present the sample of materials, and the approved samples will be preserved at the site of work, and no change in the approved sample will be allowed, without the written permission of the Engineer-in-charge.

17. If any work is not executed according to the specifications, and the directions of the Engineer-in-charge, the same will be rejected, and the contractor has to re-execute the same without any financial implication to the Board.

18. Contractor will have to communicate the name of his authorized agent who shall be present on the works, and shall be authorized to sign the material requisitions, receive instructions given verbally or on the order book, on behalf of the contractor.

19. The material issued to the contractor as per Schedule "A" of the tender, shall not be removed from the works, and all the surplus material at the end of works, which is considered serviceable, shall be returned to the organization, even the unserviceable material shall be removed, only with the prior permission of the Executive Engineer-in-charge.

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20. The contractor will have to sign the conditions of contract, and execute the agreements, sent the list of previous works executed, solvency certificate and pay up the security deposits, failing to that, the tender will be rejected and earnest money deposit will be forfeited. The value of the stamp paper and stamp duty charges shall be borne by the contractor.
21. Tenderer must return the form of tender, with the specifications and the schedule of quantities, and rates and other schedules duly signed on each page. Any tender not bearing signature of the tendered on all the documents accompanying the tender is liable to be rejected.
22. Before submitting his tender, unit rates, which shall be for the site conditions regarding water, labour conditions, rates, approach road during all seasons and all other matters affecting the works before submitting the tender.
23. The tendered must visit the site of works and see for himself the site conditions regarding water, labour conditions, rates, approach road during all seasons and all other matters affecting the works before submitting the tender.
24. The submission of tender by a contractor implies that, he has read these instructions, the conditions of contract etc and has made himself aware of the scope and specifications of the work to be done, and of conditions and rates at which stores will be issued to him, and local conditions and other factors bearing on the execution of the work. The Board will not therefore, after acceptance contractor's rate pay any extra charge for lead or for any other reason, in case the contractor is found late on, the have misjudged the site conditions.
25. The contractor must arrange for all transport of material, weighing of material issued at departmental stores and all such costs are deemed to be included in the rates quoted by him for finished works.
26. The competent authorities can delete any items, in the Schedule "B" of the tender, if they feel that the rate quoted by the contractor for that item, is abnormally high when compared to the estimated rate.

A schedule of quantities is included in the tender documents. It shall definitely be understood that the GETCO does not accept any responsibility for the correctness or completeness of this schedule and that schedule, is liable to alternation by omissions, deductions or additions, at the discretion of the Engineer I/C or as set forth in the conditions of contract.

Specific rate shall be quoted for each item in the schedule. The rate and amount column shall be written both, in words and figures. The tender shall show the totals of each item and grand total of each item and the grand total of whole contract. The tender documents shall be written legibly and free from erasure over writing or conversions of figures. Correction where unavoidable, shall be made by crossing out, initialing dating and rewriting.

27. The GETCO or its officers who accept tender, shall have the right of rejecting all or any of the tender, and will not be bound to accept the lowest offer nor to assign any reasons whatever, for the rejection of any tender or all tenders.
28. Tender shall remain open for acceptance subject to the provisions of clause 27 above for a period of 4 months from the date, on which they are due for submission; and during this period no tender shall be allowed to withdraw his tender. Any such withdrawal during the said period, will entail forfeiture of the earnest money deposit, deposit with the tender.
29. This notice to tenders shall form a part of the contract.

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30. The entire works is to be completed within the stipulated time limit from the date of works order or date of L.O.I. given. The contractor will not be eligible for any extra for the idle period of works or waiting period that may be required to suit other considerations, and no claim for compensation on account of such will be considered. However in case of delay due to circumstances beyond the control of contractors, either in date of commencement or due to, waiting during construction, extension in time may be considered for completion of works, without any penalty to the Board.
31. In case contractor is unable to account for full quantity of materials issued to him from the departmental stores, recovery will be effected from him, at the cost rates or market rates, prevailing at the time of issue, whichever is higher, plus 15% to cover Board's departmental supervision charges. For all materials unaccounted for.
- Scrap from reinforcement bars (below 1.2 mt lengths) will not be accepted back and the contractor will be authorized to remove it from the site, after completion of works and rendering of accounts, with the permission of Engineer-in-charge in writing.
- The Board will not be responsible for any delay in supply of controlled materials., such as M.S. reinforcement bars, cement etc., However it will Endeavour to see that, there is no delay in supply of these materials.
- Due consideration will be given, in granting extension of time limit for works, if found necessary on account of delay in supply of material. No claim for compensation or for damages for the same, will be entertained in this regard.
- All the materials required by the contractor shall be drawn from the stores by requisition given in writing by the contractor, atleast one week before the requirement of material on works. The recoveries will be effected from running payment, for all materials issued upto the date of measurements, fro the particular bill or the quantities used in the works measured, at the discretion of the Executive Engineer-in-charge of works.
32. The contractor shall keep one full time qualified Civil engineer at the side, who shall be fully authorized to receive and comply with such instructions, as given by the Executive Engineer. The name of such Engineer with his qualifications and experience shall be intimated by the contractor. the Executive Engineer shall have the right to demand the removal of any technical personnel, skilled or unskilled workmen, who in his opinion are considered to cause bad workmanship in the execution of works or to cause indiscipline.
33. The rate for all items of work shall be quoted in the decimal coinage i.e. in rupees and paise.
34. The department reserve the right to make any change in the design and the plans of the works and the contractor shall be bound to carry out them at the unit rates tendered. No claim or compensations will be allowed on this account.
35. Bills shall be submitted by the contractor monthly on or before the date fixed by the Executive Engineer, for all works executed in the previous months.
- .
36. Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the "Tender & Contract for works" as applicable, and in default thereof to forfeit and pay to GETCO the sums of money due?
37. The Contractor shall keep instruction book on site, for taking site instructions from time to time. This book shall be made available on site whenever asked for.

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38. The Contractor shall pay wage to the workers, as per minimum wages act, as declared by the Government time to time.
39. The Contractor shall follow all labour laws of Government.
40. Contractor shall arrange for testing of material to be used in the work or finished product, if desired by the Executive Engineer. The provision shall be made in the unit rate quoted for this.
41. The full value of the “Earnest Money Deposit paid herewith should be absolutely forfeited to the Board, should I/We not deposit the full amount of specified security deposit, within stipulated time.
42. The Board will supply electricity for polishing tiles, welding works or using any electrical machineries for the work, if possible as per the normal rules to the Board and on payment of the necessary charges.
43. GETCO reserves right to split the tender quantizes in case of equal lowest and that no compensation is admissible.

I agree to the above

Seal & Signature of bidder

**Gujarat Energy Transmission Corporation Ltd.,**  
**APPENDIX –I**  
**TENDERER’S WORK EXPERIENCE**

A List of Similar jobs executed by the Contractor &Name with address of a Person whom reference can be made, by the GETCO, if required necessary.  
[Tenderers shall submit the information in the Format detailed here under]

<b>Sr. No</b>	<b>Name &amp; Description of Work</b>	<b>Value Of Work Executed  Rs. Ps.</b>	<b>Construction Period as per Contract</b>	<b>Actual Construction Period for the Completion of the work</b>	<b>Date Of Completion</b>	<b>Client</b>	<b>Persons to whom Reference may be made</b>	<b>Principal Features</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

Contractor’s Representative legible signature: \_\_\_\_\_  
Name of the person: \_\_\_\_\_  
Seal of the company \_\_\_\_\_  
Date & place: \_\_\_\_\_

Seal & Signature of bidder

**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 its Location & Address	Work in hand			Work tendered for			Remarks
		Tender Cost	Cost of Remaining work	Anticipated Date of Completion	Estimated Cost	Date when decision Is Expected	Stipulated Date or period Of Completion	
1	2	3	4	5	6	7	8	9

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company Date & place: \_\_\_\_\_

Seal & Signature of bidder

**Gujarat Energy Transmission Corporation Ltd.,  
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: \_\_\_\_\_

Seal & Signature of bidder

**GUJARAT ENERGY TRANSMISSION COPRPORATION LTD**

**TRANSMISSION DIVISION**

**Gotri , VADODARA-21,**

# GETCO



**Work:** Annual cleaning / upkeeping work for Control Room, Switch yard, colony area & MDI at 132KV  
Gotri sub-station under Gotri TR Division

## **TENDER SPECIFICATION**

**Tender No. : GTD-11/2013**

Seal & Signature of bidder

**SCHEDULE - B**

<b>Annual cleaning / upkeeping work for Control Room, Switch yard, colony area &amp; MDI at 132KV Gotri sub-station under Gotri TR Division</b>					
Sr No	Description of items	Qty	Rate in Rs.	per	Amount in Rs.
1	<p>Engaging two male persons in each following 132KV Substation under Gotri Tr Division for up keeping/ cleaning work including</p> <p>(a) Floor of C R, office door ,windows, glasses battery room, store room etc with broom &amp; potta with phenyl</p> <p>(b) Cleaning of staircase from ground floor &amp; terrace of C R</p> <p>(c) Cleaning of various boards</p> <p>(d) Cleaning and collecting the swept material, debris etc. and disposing off/ away Outside the premise</p> <p>(e ) Cleaning the cable trenches.</p> <p>(f) Removal/Disposal of scrap etc unwanted Material from whole yard area.</p> <p>(g ) Cleaning the water tank on terrace, under ground sump of the CR</p> <p>(h) Helping in the general work.</p> <p><i>Mandays: 6 male person x 1 substation x 300 day=1800 mandays</i></p> <p><b>List of 132KV Sub-station</b> 132KV Gotri s/s &amp; MDI(Guest House of Gotri)</p> <p>Note-Necessary consumable items like broom, phenyl etc shall be provided by contractor.</p>	1800	188.50	man days	339300/-
<b>Total Rs :</b>					<b>339300.00</b>
<b>Rupees Three Lac Thirty Nine Thousand Three Hundred only</b>					

(H M Dabla)  
Executive Engineer (TR)  
Jambuva

**Signature of Bidder  
with Stamp**

Seal & Signature of bidder



**Tender No. GTD- 11 /2013**

I / We am / are willing to carry out work at \_\_\_\_\_% above / below (in words \_\_\_\_\_% above / below) the estimated rates mentioned above.

**Amount of Tender work out as under.**

- (1) Estimated cost : Rs. **3,39,300.00**
- (2) \_\_\_\_\_ % above / below: Rs
- (3) Net Tender Amount in figure (1±2): Rs

[Net Tender Amount **Rs.** (In words) .....  
.....ONLY]

- (4) Taxes plus Other Charges: as Shown in below mentioned table total : **Rs** \_\_\_\_\_

Sr No	Name of Tax/ Particular	Amount In Rs:
a		
B		
c		
d		

- (5) **Unit End Cost price in figure (Total of (3+4)) :** **Rs**
- Unit End Cost price in Rs.** (In words) ) .....  
.....ONLY]

**Note: Necessary documentary proof of amount of Service Tax paid by the contractor to appropriate department is required to be submitted to this office and will be reimbursed on production of proof.**

**Signature & Seal of Contractor.**

**Address:**

Seal & Signature of bidder