



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Registered Office: Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612031, Fax: 91-265-2339308

E-mail: cepn.gsecl@gebmil.com Website: www.gsecl.in

CIN: U 40100 GJ 1993 SGC 019988

e-Tender for the work of

Consultancy Services for Design and drawing check for 25 Nos. different location - Solar PV Project for approximate 10MW to 100 MW / each location near by GETCO Waste land in various region of Gujarat State.

INDEX

NAME OF WORK: - Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

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SECTION-A:

. ACKNOWLEDGEMENT OF TENDER FEE /EMD.

TENDER NOTICE No. : GSECL/CE(P&P)/Civil/02/2021 –
For consultancy works.



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ACKNOWLEDGMENT

M/S.

TENDER FOR THE WORK OF:

Consultancy Services for Design and drawing check for 25 Nos. different location-Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

TENDER FEE plus 18% GST as applicable Paid VIDE DEMAND DRAFT NO.

_____ DATED _____ RS.

_____ EARNEST MONEY DEPOSIT PAID VIDE D.D.

NO. _____ DATED _____ RS.

1. The undersigned reserves the right to reject any or all tenders without assigning any reasons thereof.
2. The Tender fee will be accepted in form of Demand Draft and Earnest Money Deposit will be accepted in form of Demand Draft drawn in favor of “GUJARAT STATE ELECTRICITY CORPORATION LTD.” payable at VADODARA

**CHIEF ENGINEER (P&P)
GSECL, CORPORATE OFFICE,
VADODARA.**



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 CIN: U 40100 GJ 1993 SGC 019988

Tender Notice No: GSECL/CE(P&P)/Civil/02/2021 – For consultancy works.

CHIEF ENGINEER (P&P) invites “On-line Tenders” (e-tendering) for the work of ‘Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State”. Tender Papers & Specifications may be down loaded (If required by bidder) from Web site <http://www.nprocure.com> (For view, down load and on line submission) and GUVNL / GSECL web sites www.gseb.com & www.gsecl.in (For view & down load only). Tender fee & EMD shall be paid along with submission of tender in separate cover. “All the relevant document of tenders as stated here under to be submitted physically will be received only by Registered Post A.D or Speed Post addressed to CHIEF ENGINEER (P&P), GUJARAT STATE ELECTRICITY CORPORATION LTD, VIDYUT BHAVAN, RACECOURSE CIRCLE, ALKAPURI, VADODARA – 397 007. “NO COURIER SERVICES OR HAND DELIVERY” will be accepted.

Tender No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee Rs.	E.M.D. Rs.
GSECL/CE(P&P)/Civil/02/2021 – For consultancy works	Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.	28,14,250.00 (Rs. Twenty Eight Lakhs Fourteen Thousand Two Hundred Fifty only)	15 (Fifteen Months from the letter to commence the work or till completion of project whichever is later)	1475.00/- (i.e. 1250 + 225 (18% GST)) [Non Refundable] In Words Rs. One Thousand Four Hundred Seventy Five Only	28143.00/- (Rs. Twenty Eight Thousand One Hundred Forty Three only)
1	Validity of Tender	180 Days [From the opening of Technical Bid].			
2	Last date of submission of tender On line (e-tendering) Technical as well as Price bid along with soft copy of all other documents as stated here under up to 18.00 Hrs. (This is mandatory)	07/10/2021			
3	Last date of Physical submission of all relevant documents as stated here under along with DD of EMD & Tender Fee by RPAD or speed post up to 14.00 Hrs.	18/10/2021			
4	Date of opening of Technical bid, on line as well as physical at 16.00 hrs. (if possible)	18/10/2021			
5	Tentative date of on line opening of price bid at 15.00 hrs. (if possible)	Will be Intimated Later			

Chief Engineer (P&P)
GSECL: C.O: Vadodara

IMPORTANT

- 1) Only following listed documents must be submitted on line as well as physically (Excluding price bid) along with the D.D. of Tender Fee, EMD in sealed cover on OR before due date and time.

Price Bid shall not be submitted in Hard copy.

1. Demand Draft for Tender Fee and EMD (**Original**)
2. The bidder shall have a separate Provident Fund Code of RPFC in the name of company.
3. Attested copy of PAN No.
4. Attested copy of work experience certificate for the similar works executed.
5. List of work in progress.
6. Attested copy of firm registration [Applicable only to the firms registered under Company Law]
7. Attested copy of partnership deed. [Applicable only to the partnership firms.]
8. Attested copy of power of attorney, if any, for signing the bid document.
9. Attested copy of balance sheet of profit & Loss account duly audited by Chartered Accountant of at least 3 financial years, if work estimate is more than Rs. 50 Lacs.
10. Attested copy of latest solvency certificate not older than 12 months issued by any nationalized bank **OR** Banks as per Annexure – I.
11. Details of equipment, tools and plants immediately available with the tenderer for use of this work.
12. Details of technical personnel.
13. Undertaking duly Notarized as per attached Declaration Form
14. Any other documents required to verify technical, financial capability of the bidders & other Credentials
15. Attested copy of GST Registration Certificate.

All such documents should be strictly submitted by RPAD / Speed Post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

- 2) In case any deviation is found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents then such tender will not be considered and no any further communication in the matter will be entertained. Tenders must be un-conditional. Conditional Tenders will be rejected.
- 3) Further bidders are requested to submit price – bid i.e. Schedule-B on line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price will be considered for evaluation. **The bidder is requested not to submit the hard copy of downloaded tender document, condition of the contract, specification & other relevant documents, except documents as stated here above.** Instead of the same, the bidder shall submit the duly Notarized Undertaking as stated below declaration form on the stamp paper of **Rs.300/-**. **However, bidder may download tender document & preserve with them in Hard Copy for their future reference.**
- 4) It is mandatory for all the bidders to submit their tender documents viz. on-line (e-tendering) and physically in scheduled time. Tender documents submitted in only physical form will not be accepted and considered. Also, all bidders shall submit required Physical documents as stated in Tender Notice
- 5) GSECL reserves the rights to reject any OR all tenders without assigning any reasons thereof.
- 6) Tender Notice Number & name of the work shall be clearly written on the covers containing the Bid documents.
- 7) Technical / Price Bids will be opened on the day and time indicated in the tender notice by an Officer nominated by the Purchaser in the presence of such of the bidders who wish to be present.

Any technical questions, information and clarifications that may be required pertaining to this tender should be referred to the CHIEF ENGINEER (P & P), corporate office, Baroda. Also during pre-bid meeting (if arranged) the same may please be discussed.



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SECTION-B:

- DECLARATION FORM CUM UNDER TAKING TO BE SIGNED BY BIDDER
- RTGS DETAILS OF BIDDER
- PROJECT SYNOPSIS
- SPECIAL NOTE FOR PRE- QUALIFICATION
- GENERAL INSTRUCTIONS TO THE TENDERER

(To be submitted duly notarized on Rs. 300/- Non – Judicial Stamp Paper)

DECLARATION FORM

Name of Work: Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

Tender No/ RFQ No:

1. I/We hereby declare that I/We have carefully studied the entire tender placed on the WEB site and conditions of contract, specifications and other documents of this work mentioned in the tender and abide by the same. Also, I/We hereby agree to execute the same accordingly.
2. I/We hereby abide to execute the contract agreement by downloading the copies of the conditions of contract, specifications and other documents of this work or otherwise I/we will get copy of the same from the office of the tender inviting authority and the same will be acceptable to me/us.
3. I/We hereby accept and confirm that any dispute on this regard shall not be entertained by the tender inviting authority.
4. I/We hereby declare that I/We have visited the work site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting the tender.
5. I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.
6. Should this tender be accepted, I /We hereby agree to abide by to fulfill all the terms-conditions and provision of the Tender and Contract for Works as applicable and default thereof, to forfeit and to pay to the Gujarat State Electricity Corporation Limited the sums of money due.
7. The full value of the “Earnest Money Deposit” paid herewith should be absolutely forfeited to the Corporation, should I/ we do not deposit the specified amount of specified Security Deposit within 10 Days from receipt of the Letter of Intent.
8. If, I fail to submit all required documents with application or tender copy (in each tender) then my tender will be cancelled, which is binding to me.

9. If, full or part work will be given to me, it will be accepted to me with same terms, rate & conditions.
10. I, _____ proprietor / owner / partner / Authorized Agent of M/s. _____ do hereby also declare and undertake as under:
- a) That I have covered all the eligible employee/s under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and deposited the contributions under my PF Code No. _____, place: _____ for the month/s of my contractual period and as such no amount towards contribution whatever is payable.
 - b) I further declare and undertake that in case any liability pertaining to any of my worker, labour, employee/s is/are to be discharged by the principle employer i.e. Gujarat State Electricity corporation Limited, _____ Thermal Power Station due to my lapse, I undertake to reimburse the same or the principle employer is authorized to deduct the same from my dues as payable.
 - c) I further declare and undertake the legal consequences which may arise in future under the said work order awarded, and I bond myself to resolve the same at the risk and cost of M/s. _____.
11. I/We _____
 authorized signatory of M/s _____
 here by certify that M/s _____
 and their proprietor / any partner / any directors of the firm is not stop deal and / or banned for business dealing and / or black listed by GUVNL and / or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVL / UGVCL / PGVL as well as Government and / or Semi Government company / department.

Seal & Signature of the Bidder

Address:

Phone / Mobile/ Fax. No. & Company's Seal

e-tender for the work of Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

RTGS DETAIL OF BIDDER

Following **RTGS** details shall be submitted by agency along with the tender for direct deposit of payment to the beneficiary account. Bidder has to submit the details as under:

- | | | |
|----|------------------------------------|----|
| 1 | Name of Bidder | :- |
| 2 | Address for correspondence | :- |
| 3 | E-Mail ID | :- |
| 4 | Phone / Mobile No. | :- |
| 5 | Name of Beneficiary | :- |
| 6 | Bank Account Number of beneficiary | :- |
| 7 | Name of Bank of beneficiary | :- |
| 8 | Name of Bank, branch & address | :- |
| 9 | Type of account | :- |
| 10 | Bank Code | :- |
| 11 | RTGS Code | :- |
| 12 | IFSC Code | :- |



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Project Synopsis

NAME OF WORK: Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

The Solar projects are proposed mostly on Government waste lands in various regions of Gujarat.

The land profile varies a lot, i.e. hilly, water logged, reasonably plain terrain etc.

The project is to be executed accordingly.



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Special note for pre- qualification

Name of work: Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

The tender documents are of two separate bids i.e. technical and price bids. Bidder is requested to submit the technical bid with the following credentials for post-qualification.

1. Bidder should produce evidence of having experience of successfully completed **OR** ongoing works having satisfactory progress of similar works as defined hereunder, carried out in Central & State Government / Semi-Government / GSECL / GETCO / DGVCL / MGVL / UGVCL / PGVCL, during the last seven years ending last day of the month previous to the one in which tender is invited. Bidder should submit self-attested copies of documentary evidence, preferably photo copies of work completion certificate, certificate regarding works on hand progressing satisfactorily along with certificate of amount of work done, work order with Schedule-B, etc. from the respective department. The amount of work completed **OR** ongoing works should be either of the following:-

a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost

OR

c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost

If desired, GSECL officer shall verify the completed works carried out by the bidder for qualifying in technical bid

2. Similar work means –

Consultant has to submit satisfactory work completion of following works:-

Design / Drawing Verification: - Complete Civil + Structure related design and drawing verification based on detailed specifications of solar project.

3. Contractor has to submit satisfactory work completion certificate of the client.

Experience certificate of work executed with Limited/Large Corporate firm shall be accepted. Experience as a joint venture is allowed.

4. **EMD:** To pay **EMD** as described in the form of DD.

5. **Tender Fee:** The tender fee Plus @ 18% GST as applicable shall be accompanied in the form of DD.

6. **Latest bank Solvency Certificate** from any nationalized bank / IDBI/ICICI/HDFC, AXIS Bank for a sum of minimum 20% of estimated cost (i.e. Not less Than Rs. 5,62,850.00/-) of this work, not more than 12 months old.

7. **Tender copy duly signed and sealed on each and every page** shall be submitted.

8. The Participant shall have the following qualification.

- i. The consultant must have extensive experience of checking Drawings of Project main structures, Buildings and foundations etc. related to solar project in last Seven years and Consultant should produce evidence of having experience of executed similar nature of consultancy work in Government/Semi Government /GEB (GSECL) /State/Central/Railway/Private Limited Company with the documentary evidence, preferably order photo copy and satisfactorily completion certificate from respective department thereof:
 - ii. Consultant should have experience of solar PV project involving checking of design/drawing related to solar projects works.
9. Declaration form in original duly notarized on stamp paper of Rs. 300/- (As referred in Tender Notice)

The above documents will be analyzed and after satisfaction, the price bid will be opened. GSECL may verify the documents, experience certificates from authority who have issued such certificates / details.

On opening of Technical Bid, if any required attested documents are missing in technical bid submitted by the bidder, and tender inviting authority is in the opinion that in absence of these documents sufficient competition is not possible, in that case to have fair competition, the tender inviting authority may inform only once by Registered post to bidder/bidders to submit the missing required documents within stipulated time limit and failing which bidder/bidders will be declared technically disqualified for not submitting the required documents along with technical bids without any further notice. However, document will be considered valid only if it is for the period of last day of month previous to the one in which tenders are invited.

CHIEF ENGINEER (P&P)
GSECL: VADODARA

INSTRUCTIONS TO THE TENDERER:

1. SUBMISSION OF TENDER

The tender should be submitted in one sealed main envelope marked MAIN COVER. Tender number & name of work should be written on the cover.

Technical bid cover:-

This cover shall contain all relevant attested qualifying documents as prescribed in tender notice along with tender fee & EMD.

Note: - If attested copies of qualifying documents stated as prescribed in tender notice are not found in on-line Technical bid, but documents received in physical form (i.e. in the Technical Bid Cover) will be treated as final to consider the bid for pre-qualification. Any missing documents, if required will be asked from the bidder as mentioned in this tender elsewhere.

Technical bid cover:-

This cover shall contain all relevant attested qualifying documents as under.

1. Demand Draft for **EMD**.
2. Demand Draft for **Tender fee**.
3. Attested copy of Company Registration or Partnership Deed
4. Attested copy of Power of Attorney, if any for signing the bid documents
5. Attested copy of Balance Sheet of Profit & Loss account of last 3 financial years duly audited by Chartered Accountant.
6. Attested copy of latest Solvency Certificate issued by nationalized bank /IDBI, ICICI, AXIS BANK & HDFC Bank only of at least 20% of estimated cost, of this work, not more than 12 months old.
7. Attested copy of work experience certificate for the similar nature & magnitude of works executed as per qualification criteria.
8. List of works in progress.
9. Details of equipment, tools & plants immediately available with the bidder for use of this work.
10. Details of technical personnel.
11. PAN Number and copy of PAN for TDS.
12. Attested copy of tender documents.
13. Details of technical personnel.
14. Attested copy of GST Registration Certificate/Number

Price bid:-

The price bid shall have to be submitted online only. The percentage rates and price shall be written both in words, and figures and the units in words. In case of any ambiguity or mistakes, the unit rates and prices written in words shall be considered as final.

- 1.1 The bidder must clearly quote rates in figure as well as in words. In case of any discrepancy, whatever written in words shall prevail
- 1.2 No deviation in terms & conditions, Schedule-B and technical specifications will be entertained. Any ignorance for this shall not relieve the contractor from their contractual liability arising as per tender documents & conditions contained in it.
- 1.3 The bidders are required to quote only firm prices. No variation will be accepted on price/ raw materials/ finished products or on any other cause.
- 1.4 The bidders should note that the completion of above mentioned works in all respect in accordance with the time limit given is very important and should be strictly adhered. The work is to be completed in time limit from the letter to commence the consultancy work or till completion of project whichever is later by the Superintending Engineer (civil) Corporate Office, Vadodara

- 1.5
 - a. The bids should be valid for a minimum period of 180 days from the date of opening of technical bid. During this period tenderer shall not be allowed to withdraw their tender and if withdrawn, the Earnest Money Deposit submitted with the tender will be forfeited.
 - b. L1 bidder has to pay Security deposit within 10 days along with acceptance of L.O.I.
 - c. After lapse of 10 days, if successful bidder not paying SD then, RPAD notice will be issued to the successful bidder mentioning that on failing to pay security deposit within next 07 days from the date of issue of RPAD Notice the EMD will be forfeited.
However, Tender inviting authority at his discretion may decide and prolong the time period for paying of the Security Deposit as per the urgency of the work.
 - d. In case when successful bidder not at all responding within notice period or withdraws his offer then his EMD shall be forfeited and he will not be allowed to participate in the tenders invited from this office for the period of One year.
- 1.6 The works covered under these specification shall be carried-out and governed by "Tender and contract for Works" booklet along with conditions specified in this specifications.
- 1.7 The successful bidder shall have to enter in to an agreement for contract as per G.S.E.C.L rules on a stamp paper of **Rs.300/- and** necessary stamp duty charge shall be borne by the contractor/consultant. Before signing agreement, contractor/ bidder has to pay security deposit as per GSECL's rule within ten days on receipt of L.O.I or work order from GSECL, failing which order will be cancelled and EMD will be forfeited.
- 1.8 The complete specification comprises of the following. (section A to section H)
Bill of Quantities (Schedule-B), instructions to the bidders, Tender specifications and scope of work, Tender and contract for Works booklet, General Conditions, Instructions to bidder & Technical specifications etc.
All these sections are complimentary to each other. The particulars and requirements contained herein shall cover the execution of the works covered under the tender.
- 1.9 The tenderer should return the tender with specification and schedule of quantity rate and other schedule duly signed and stamped at every page of the tender in hard copy. Tender not bearing signature of the contractor on all the documents accompanying tender is liable to be rejected.
- 1.10 The tenderer must visit the site of works and see for him self the site conditions regarding availability of approach road during all seasons and other matters affecting the above works before submitting the tender.
- 1.11 The submission of tender by a contractor implies that he has read these instructions the conditions of contract etc. and has himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors bearings on the execution of the works. GSECL will not therefore after acceptance of contractor's rate pay any extra charge for any other reason; in case the contractor is found later on to have misjudged the site condition.
- 1.12 GSECL authorized officers who accepts tender, shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest offer nor to assign any reason whatsoever for the rejection of any tender or all tenders.
- 1.13 Bidders should not be listed under a declaration of ineligibility for Corrupt or fraudulent practices issued by the Govt., the list of **black listed Contractors** announced by GEB/GSECL, Govt. of Gujarat or its Public Sector undertakings.

2. SECURITY DEPOSIT

As per the prevailing rules of the GSECL, tenderer have to pay Security Deposit (S.D.) equivalent to 5 % of the contract value in the name of GSECL. The same shall be paid in DD or in the form of Bank Guarantee on any of the banks describe in Annexure-I. Total S.D. equivalent 5% of contract value shall be paid to GSECL within 10days along with the acceptance of LOI.

The security deposit amounting to 5% of the contract value shall be released only after finalization of final bill.

3. TIME LIMIT FOR WORK :

The total schedule time limit of consultancy work is 15 months from the letter to commence the consultancy work or till completion of project whichever is later. The consultancy service shall have to be rendered / extended without any extra charges. The consultancy charges shall remain firm for entire duration of consultancy contract.

4. PRICES:

The contractor shall quote their offer % above / below the estimated amount in Rupees in figure and words as per schedule-B attached with the tender specifications.

The quoted percentage offer shall be firm without any price escalation during entire duration of contract or in during extension of contract period.

5. TERMS OF PAYMENTS:

Contractor shall be paid RA bill for each location after observing GSECL's general procedure and submission of bill by the agency. Date of commencement for each location shall be given separately. While making payment for each invoice, the amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST and till reflection of payment of GST pertaining to respective bill amount in GST return for concern invoice after due verification.

6. ASSIGNMENT:

The rights and liabilities of the contractor shall not be assigned or transferred by them without the consent in writing of the GSECL to any other person, firm or organization.

7. TERMINATION OF CONTRACT AND FORCE MAJORS:

AS PER BOOKLET OF TENDER AND CONTRACT FOR WORKS.

8. 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.

9. PENALTY: - AS PER BOOKLET OF TENDER AND CONTRACT FOR WORKS

10. TAXES:

All royalties, sales tax, toll tax, local tax, development charges, VAT tax, and any other taxes including works contract tax etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes any other taxes if levied in future by statutory authority applicable to the this contract shall be payable by the contractor and GSECL will not entertain any claim whatsoever in this respect.

The rates will be excluding the ' GST '. The GST will be paid to the contractor as per Govt., rules regulations

11. The successful Bidder, on receipt of letter of intent will submit within a week's time his planning / program of works, for scrutiny of the GSECL in a Pert / Bar Chart format, clearly indicating GSECL's inputs also. Contractor will plan his works such that simultaneous work should progress in such a way that entire job is completed in scheduled time limit on all the fronts released by GSECL.
12. The Contractor will be responsible for complying with all rules and regulations and labour laws applicable to him and the GSECL will not be responsible for any lapses committed by them. If there is any claim from any Government authority pertaining to the contract, the same amount will be deducted from the Contractor's bill.
13. The time limit for completion of work is stipulated as in the tender will be adhered to.

14. The Contractor's rates should be firm and no variation clause is to be quoted by the Contractor and GSECL will not accept the same, during contractual period including extended time limit if any.
- 15. SPECIAL INSTRUCTION.**
- 15.1 The Contractor shall inspect the site and satisfy himself about the actual site conditions and collect all other information, which is required by him before tendering for the work.
- 15.2 Contractor should take all risk insurance policies.
- 15.3 All safety measures as required to be adopted as per the Statutory Regulations and the Safety Rules of the Plant shall be strictly followed by the Contractor during the execution of the Contract. The Contractor shall set up a suitable safety organization of his own in this regard.
- 15.4 In connection with the execution of the Contract, the Contractor shall comply with all applicable statutory Rules & Regulations including employment of labour at site.
- 15.5 The Contractor shall carry out any and all such works, as may be required, for this work to be completed in all respect as per the Contract Specification.
- 15.6 If the GSECL Engineer-in-Charge is not satisfied with the progress of work at site, he shall direct the Contractor to depute more numbers of supervisory personnel/workers to meet the completion schedules as per the Contract. Upon receiving such direction, Contractor shall deploy additional personnel within 7 days without any extra cost.
- 15.7 The GSECL may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the specifications/ instructions. No extra claims shall be entertained for re-executing or altering of such work.
- 16. COMPLETENESS:**
- Any technical services as set forth here in above and which might not have been specifically mentioned in this Contract relating to the work or in the specifications and which are not expressly excluded therefore but which are necessary for the performance in accordance with the specifications as an integral part of the works shall be rendered by the Contractor without any extra cost.
- 17. TOTAL RESPONSIBILITY.**
- The Contractor shall be solely responsible for the entire technical works / services irrespective of works / services have been made /rendered by him.
- 18. CONTRACT AGREEMENT ON ACCEPTANCE:**
- The successful contractor will have to sign an agreement as per the Gujarat State Electricity Corporation Ltd.'s rules on stamp paper and the necessary stamp duty charges shall be borne by the contractor.
 - 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 GSECL shall be communicated to Addl. Chief Engineer (Civil), Gujarat State Electricity Corporation Limited, Vadodara.
- 19. Unsatisfactory progress of the work:**
- If the work is found not progressing as per the requirement or found not satisfactory then GSECL will take such action to get the work done through the other agency at agency's risk and cost with 15% supervision charges and same will be recovered from agency with applicable taxes & duties including GST as applicable.
- 20.** The EMD will be returned promptly to the unsuccessful bidder except that of L1, L2 & L3 till the successful contractor pays the Security Deposit as mentioned in tender document or after the expiry of the validity of the offer, whichever is earlier.

The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for the tender work. If he fails to furnish the SD, his EMD shall be forfeited and the tenderer will not be allowed to participate in the tenders invited by this office for a period of ONE Year in respective Power Station.

The EMD in form of D.D. only.

- 21. Effect and validity of Bid:** The submission of bid with these documents and specification shall constitute an agreement that bidder shall have no cause of action or claim against the GSECL for rejection of his bid. The GSECL shall always be at liberty to reject or accept, split any bid or bids at its sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the GSECL.

22. Stop Deal / Banned for business dealing / Blacklisting :-

- Has submitted fake, false or forged documents/certificates
- Has revised/ withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,
- Has tempered with the stipulated tendering procedure.
- Has refused to accept Letter of Acceptance / Purchase order / Work Order after the same is issued by the company within the validity period and as per agreed terms and conditions,
- Has committed breach of contract or has failed to perform a contract or has abandoned the contract,
- Has failed to provide suitable expertise for the work as per pre-scheduled program.
- Has failed to submit all the necessary tests reports / documents within time scheduled / as per company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.
- Has indulged in construction and erection of defective works.
- Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the company,
- Has substituted materials in lieu of materials supplied by the company or has not returned or has short returned or has unauthorisely disposed of materials / documents / drawings / tools or plants or equipment supplied by the Company,
- Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,
- Has unauthorisely obtained official company information or copies of documents, in relation to the Tender / Contract.
- Has failed to follow the stipulated mode of communication, if specified by the tendering authority / Purchaser.
- Has parted with, leaked or provided confidential / proprietary information of the company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,
- Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm
- In case the state Government directs the Company to place a firm in stop dealing / banned for business dealing / blacklisting.

23. SPECIAL CONDITIONS:-

- 1.0 The contractor's rates should be firm and no variation clause is to be quoted by the Contractors and GSECL will not accept the same, during contractual period Including extended time limit if any.
- 2.0 The contractor shall have to engage competent, diligent, experienced and hard working Persons to carry out the work.

Sign and seal of Contractor

**Chief Engineer (P&P)
GSECL:C.O: Vadodara**



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CIN: U 40100 GJ 1993 SGC 019988

SECTION-C:

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. **Contractor to inform himself fully:**

The contractor shall be deemed to have carefully examined the work and site conditions, the general conditions, the special conditions, specifications, schedules and drawing and shall be deemed to have visited the site of the works and to have fully informed himself regarding the local conditions.

If there shall be any doubt as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed.

2. **Contract drawing and specifications:**

- a) The contractor will be entitled to receive one certified copy of accepted tender along with the work order free of cost.
- b) The specifications show the work to be done in as much detail as is possible at the present stage.

3. **Start of Work:**

The contractor shall not enter upon or commence any portion of the work except with the written authority of Engineer, failing which the contractor shall have no claim to ask for measurement of or payment for work and shall be responsible for any claims or damages that may arise due to such unauthorized commencement or entry.

4. **Work to be executed to the satisfaction of the Engineer:**

The contractor shall proceed with the work with diligence and expedition and the whole of the work herein specified as well as the mode of execution shall be under the supervision and direction and shall be carried on to the entire satisfaction of the Engineer,.

5. **Liability for accidents to persons**

a) The contractor or sub-contractor shall indemnify the GSECL against any claims which may be made under the employee's compensation Act, 2010, or any statutory modification or otherwise in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor or sub-contractor and sustained by any workman or other person in the employment of the contractor or sub-contractor. In every case in which by virtue of the provisions of sub-section (1) of section 12 of the workman's Compensation Act, 2010, the GSECL is obliged to pay compensation to a workman employed by the contractor or sub-contractor in execution of the work, the GSECL will recover from the contractor the amount of compensation so paid, and without prejudice to the rights if the GSECL under sub-section (2) of section 12 of the said Act any such amount shall be paid by contractor within 30 days, failing which the GSECL shall be at liberty to recover such amount of any part thereof by deducting it from any some due by the GSECL to the contractor under this contract or otherwise. The GSECL shall not be bound to pay any claim made against either of them under section 12, sub-section (1) of its said Act, except on written request from the contractor and upon his giving to the GSECL full security for all costs for which the GSECL might become liable in consequence for entertaining such claim.

b) The contractor and/or sub-contractor named in the contract shall indemnify the GSECL against all claims based upon injury or death to any person in the employ of the contractor or sub-contractor, or to third parties to the extent of any sums recovered under the insurance policy.

c) On the occurrence of an accident which results in the death of workman employed by the contractor or sub-contractor, which is so serious as to be likely to result in the death of any such workman, the contractor shall within 24 hours of happening of such accidents

intimate in writing to the Engineer the fact or such accidents. The contractor or sub-contractor shall indemnify GSECL against all loss or damage sustained, by the GSECL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by GSECL as a consequence of GSECL's failures, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

d) The contractor will be responsible for complying with all rules and regulations and labour law applicable to him and the GSECL will not be responsible for any lapses committed by them. If there is any claim from any Govt. Authority pertaining to the contractor the same amount will be deducted from the contractor's bill.

6. **Inspection of Works**

The Engineer or his duly authorized agent shall have at all time full power to inspect the works, wherever in progress,

7.. **Recoveries**

Recoveries due from the contractor, up to the end of the month previous to the one in which the bill is prepared shall be made from bills approved by payment every month or at other periods when the bills are prepared, for the various items in the following order of priorities and extents.

- i) Deduction on account of security deposit in full together with shortage, if any, to be made good.
- ii) Penalty in full, if levied.
- iii) Expenditure, if any, incurred by the GSECL on Contractor's behalf in labour or materials in full.
- iv) Charges for services such as water etc. in full.
- v) Other recoveries. (If any)

8. **Subletting of contract**

There will be generally no objection on the component parts of the work, being given over to responsible sub-contractors but GSECL shall under no circumstances recognize these sub-contractors and the responsibility of executing the work in the accordance with the conditions of contract will entirely rest on the main contractor. However, for subletting prior approval of GSECL shall be obtained and compliances of labour laws is mandatory.

The main contractors will therefore always have the very responsible member, preferably a technical hand present on the works with power to sign all work orders issued on the site of work and to take requisite actions in the interest of very efficient execution of work.

9. **Speed of work**

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

10. **Contract document and matters to be treated as confidential**

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

11. **Interest on money due to the contractor**

No commission by the Engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears not upon any balance which may on the final

settlement of his accounts be due to him.

12. **Measurements to be provisional and subject to correction**

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

13. **Breach on part of GSECL not to annul contract**

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

14. **Labour conditions**

- i) The contractor shall comply with the labour laid as may be current and shall furnish the returns and information as may be specified from time to time.
- ii) The contractor shall as far as possible obtain his requirements of labour, skilled, and unskilled from the local area. No person below the age of 18 years shall be employed as labour.
- iii) The contractor shall pay fair and reasonable wages (whether or not such wages are controlled by any laws existing at the time), to the workmen employed by him for the work. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute, shall in the absence of legal or other relief to the workmen to be referred to the Engineer who shall decide the same. The decision of the Engineer shall be conclusive and binding on the contractor but such decision or any other decision in this behalf that the contractor's workmen may obtain by recourse to law or other level means available to them, shall not in any way, effect the condition in the contract regarding payments to be made by GSECL to the contractor only at the rates accepted in this contract.
- iv) The contractor shall provide reasonable facilities to the satisfaction of the Engineer, for the labour employed by him where no such natural facilities exist. The usual facilities are weather proof shelter for rest and supply of whole some drinking water, facilities for obtaining food, reasonable washing and sanitary facilities, special facilities, for women workers, suitable residential accommodation, recreational and cultural activities, general sanitation and health measures etc.
- v) The implementation of any and all provisions of this clause shall in no way entitle the contractor to claim compensation or rates higher than tendered in this contract.

15. **Performa returns**

The contractor shall maintain Performa, charts and details regarding machinery equipments materials, labour personnel and other matters as may be specified by the Engineer. He shall further, submit returns of Performa and details as may be specified by the Engineer from time to time.

16. **Local Laws**

- i) All local laws in force at the time of entering into the contract and those enacted thereafter shall be binding on the contractor and he shall abide by the same.
- ii) **All import duties, sales tax, royalty, works contract tax and other local taxes shall be borne by the contractor and they shall be deemed to have been covered by this quoted tender rate.**

17. **Works in shift duty**

- i) Works shall be planned in shift duties, if possible in three shifts, depending on emergency of the work with prior approval of Engg. in charge. On Sunday or any other holidays work shall be continued in order to maintain progress with prior permission of Engg. in charge. Such works shall not form any grounds for complaint, compensation or extension of time limit.

If on the other hand, the Engineer directs that the work shall be proceeded with on days and during hours otherwise non permissible under this contract, the contractor shall proceed with the work as directed without in any way vitiating this contract or forming any grounds for compensation of claim.

- ii) The contractor shall in his dealing with labour, at all times, during the period of this contract, have due regard to local festivals and religious and other customs.
- iii) A working day shall consist of two shifts each of eight hours; a working day shall constitute any day on which in the opinion of the Engineer, work can be carried out in one or more shifts.

18. **Insurance**

- a) "The contractor shall procure, or arrange for the sub-contractor to procure insurance coverage in amounts approved by the GSECL and sufficient to protect against the following risks arising out of the work.

1. Accidents and professional and non-professional sickness of all labourers and personnel engaged in the work as required by law pursuant to employee's compensation Act, 2010.

2. Injury or death to third parties including without limitation injury or death caused by any of the construction aids or other vehicles of rented equipment used by the contractor or subcontractor, whether at the site or elsewhere".

3. Damage to contractors tools, plants, construction equipments, form works, scaffolding, and construction materials, due to floods, earthquake or any other case.

- b) All insurance referred to under a) of this condition shall be in effect from the date of commencement of work and shall remain in force until the work has been completed and finally accepted by the GSECL.
- c) In the policies covering the insurance referred to above, contractor and sub-contractor shall be named as coinsured where possible.
- d) The cost of insurance shall be borne by the contractor.

19. **Liens**

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



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CIN: U 40100 GJ 1993 SGC 019988

SECTION – D

INTEGRITY PACT & CERTIFICATE

ANNEXURE- I

**PROFORMA OF BANK GUARANTEE
FOR SECURITY DEPOSIT**



GUJARAT STATE ELECTRICITY CORPORATION LIMITED Registered

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CIN: U 40100 GJ 1993 SGC 019988

INTEGRITY PACT

Date:

OUR ENDEAVOUR

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

<u>GSECL'S COMMITMENT</u>	<u>PARTY'S COMMITMENT</u>
<ul style="list-style-type: none"> To maintain the highest ethical standards in business and professions. 	<ul style="list-style-type: none"> Not to bring pressure recommendations from outside GSECL to influence its decision.
<ul style="list-style-type: none"> Ensure maximum transparency to the satisfaction of stakeholders. 	<ul style="list-style-type: none"> Not to use intimidation, threat, inducement or pressure of any kind on GSECL OR ANY OF it's employees under any circumstances.
<ul style="list-style-type: none"> To ensure to fulfill the terms of agreement/contract and to consider objectively the view point. 	<ul style="list-style-type: none"> To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.
<ul style="list-style-type: none"> To ensure regular and timely release of payments on due dates for work done. 	<ul style="list-style-type: none"> To provide goods and / or services timely as per agreed quality and specifications at minimum cost to GSECL.
<ul style="list-style-type: none"> To ensure that no improper demand is made by employees or by anyone on our behalf. 	<ul style="list-style-type: none"> To abide by the general discipline to be maintained in our dealings.
<ul style="list-style-type: none"> To give maximum possible assistance to all the Vendors/Suppliers/Service Provider and other to enable them to complete the contract in time 	<ul style="list-style-type: none"> To be true and honest in furnishing information.
<ul style="list-style-type: none"> To provide all information to suppliers/contractors relating to contract / job which facilitate him to complete the contract / job successfully in time. 	<ul style="list-style-type: none"> Not to divulge any information, business details available during the course of business relationship to others without the written consent to GSECL.
<ul style="list-style-type: none"> To ensure minimum hurdles to vendors / suppliers / contractors in completion of agreement / contract / work order. 	<ul style="list-style-type: none"> Not to enter into carter / syndicate /understanding whether formal / non formal so as to influence the price.

Seal & Signature
(GSECL's Authorized Signatory)

Name :
Designation:
Name :
Designation:

Seal & Signature
(Party's Authorized Person)

Name:
Name:

On Firm's Letter Head**CERTIFICATE-A**

I / We _____ authorized signatory of M/s
_____ here by Certify that M/s
_____ is not related with other firms who have
submitted tenders for the same items under this inquiry / Tender.

Signature of the Tenderer
With Designation

Seal of the Firm
Place:
Date:

ANNEXURE- I

Finance Department, Corrigendum No: EMD/10/2021/7729/DMO

Date:28/06/2021

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

- ❖ All Nationalized Banks

(B) Guarantees issued by following banks will be accepted as SD/EMD for period up to March 31, 2022. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-Operative Bank Ltd.
- ❖ Ahmedabad Mercantile Co-operative Bank Ltd.
- ❖ Nutan Nagrik Sahakari Bank Ltd.
- ❖ Kalupur Commercial Co-operative Bank Ltd
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Ltd
- ❖ The Gujarat State Co-Operative Bank
- ❖ Sarswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank
- ❖ Yes Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

ON STAMP PAPER OF Rs.300/-**FORM OF BANKER'S UNDERTAKING**

[For Performance Guarantee (PG) for supply period as per Commercial Terms and Conditions of Tender]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in _____ words) Rupees

to the said Gujarat State Electricity Corporation Limited on behalf of M/s. _____ who have entered into a contract for the supply / works specified below :

L.O.I. No. _____ dated _____.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability here under shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary(i.e. GSECL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place :

Date :

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of Bank's Authorized Signatory with Official Round Seal
--	---



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SECTION-E:

TENDER AND CONTRACT FOR WORKS

**(APPLICABLE FOR WORKS CONTRACT)
GENERAL RULES AND DIRECTIONS FOR
THE GUIDENCE OF CONTRACTOR**

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 GSECL. 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.

1. All works proposed to be executed by the contract shall be noticed in one of the English and one of the vernacular local daily newspapers, stating the work to be carried of as well as the date of submitting and opening tenders and time allotted in carrying out the work. Also the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
2. Copies of specifications, design, drawings, estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Engineer-in-Charge for the purpose of identifications shall be open for inspections by the contractors at the office of the Executive Engineer during office hours.
3. Whether the works are proposed to be executed according to the specifications recommended by the contractor and approved by a competent authority on behalf of the Gujarat State Electricity Corporation Ltd., such specifications with designs and drawings shall form part of the accepted tender.
4. The tenderers and receipts for payments made on account of any work, when executed by a firm should be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm including the partners or some other person having authority to do so.
6. The tenderer at shall fill up the usual form stating at what percentage above or below rates specified, he is willing to under take the work. Only one rate or such percentage on all the estimated rates or schedule rates shall be mentioned.
7. Tenderer which propose any alternation in the work specified in the form in invitation to tender or in the time allowed for carrying out the works or which contain any other conditions of any sort, will be liable to rejection.
8. No single tender shall include more than one work, but contractors who wish to tender, for two or more works, shall submit a separate tender for each work. Tender shall have the name and the number of the works, of which they pertain, be super scribed on the envelope.
9. The Engineer-in-charge or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall there upon, for the purpose of identification, sign copies of the specifications and other documents. In the event of tender being rejected, the officer (Engineer-in-charge) shall authorize the paying officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
10. The officer, competent to dispose off the tenders, shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.
11. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to tender of the contract shall be valid of binding on the GSECL unless it is signed by the Engineer-in-charge.
12. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Gujarat State Electricity Corporation Ltd. and their rates shall be filled in and completed by the office of the Engineer-in-charge before the tender form is issued if a form issued, to an intending tenderer has not been so filled in and uncompleted he shall request the said office to have this done, before the completes and delivery his tender.
13. All works shall be measured, meet by standard measure and according to rules are custom and usual in the use in the Gujarat State Electricity Corporation Ltd., and no proposal to adopt alternative method will be accepted, the Engineer-in-charge decision as to what is "the usual method in use in the Gujarat State Electricity Corporation Ltd." shall be final.
14. All corrections and addition or pasted slips should be initialed.
15. Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.
16. 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 and conditions and rates at which stores materials etc. will be issued to him and local conditions and other factors bearing on the execution of the work.

17. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item of contract without prior sanction of the competent authority.
18. These rules and directions shall form part of the contract.

TENDER AND CONTRACT FOR WORKS

I/We hereby tender for the Gujarat State Electricity Corporation Ltd. (herein referred as "GSECL") of the work specified in the under written memorandum within the time specified Schedule B (Memorandum showing items of work to be carried out) and in accordance, in all respect, with the specifications, design, drawings and instructions in writing and as per annexed conditions of contract.

MEMORANDUM

- | | | |
|----|-----------------------------|---|
| a) | General Description of Work | : Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State. |
| b) | Estimated Cost | : Rs. 28,14,250.00/- |
| c) | Earnest Money | : Rs. 28,143.00/- |
| d) | Security Deposit | : 5% of the Order Value |

As per the prevailing rules of the GSECL, tenderer have to pay Security Deposit (S.D.) equivalent to 5 % of the contract value in the name of GSECL. The same shall be paid in DD or in the form of Bank Guarantee on any of the banks describe in Annexure-I. Total S.D. equivalent 5% of contract value shall be paid to GSECL along with the acceptance of LOI. The security deposit amounting to 5% of the contract value shall be released only after finalization of final bill.

- e) Time allowed for the completion of work from date of issue of letter to commence the work.

Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto as applicable and in default thereof forfeit and pay to the GSECL the sums of money mentioned in the said conditions.

Receipt No. _____ Date _____ from the Gujarat State Electricity Corporation Ltd. in respect of the sum of Rs. _____ (Rupees

_____ (the amount to be specified in figures and words) is herewith forwarded

Representing the earnest money (the full value of which is to be absolutely forfeited to the GSECL should I/We not deposit the full amount of security deposit specified in above memorandum in accordance with clause-(d). Security Deposit of the said conditions / otherwise the said sum of Rs. _____ shall be refunded on surrendering the original receipt, in case of non-awardance of contract.

Signature of the contractor

Address of the contractor

Dated _____ day of _____ year

Signature of Witness

Address of Witness

Occupation

Dated _____ day of _____ year.

The above tender is hereby accepted by me on behalf of the Gujarat State Electricity Corporation Ltd..

Chief Engineer (P&P) or his duly authorized assistant.

CONDITIONS OF CONTRACTS

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) "GSECL" means the Gujarat State Electricity Corporation Ltd. and the "Accepting Officer" means the officer who is authorized to sign the contract on behalf of the "GSECL."
- (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 GSECL 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.
- (j) In the case of measurement and terms of contracts "Specifications" means those contained in Gujarat State Electricity 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.
- (k) 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.
- (l) "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.
- (m) GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.

- (n) Works contract Service means the Works Contract Service, which is, as per the provisions of Section 2(30), read with, Section 2(119), further read with, Paragraph 6(a) of the Schedule II to the CGST Act, 2017 or SGST Act, 2017 and similar provisions, applicable under the UTGST Act, 2017 and the IGST Act, 2017.
- (o) Taxes and Duties means all applicable taxes, duties, cess, including GST as applicable, Custom Duty, VAT etc as would be applicable at the time of submitting the bid.

2. **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 throughout the stipulated period of contract be proceeded with all due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation, an amount equal to 1/2(half) percent per one week for the contract amount or part thereof, including taxes & duties(i.e End cost of contract amount including taxes & duties) and maximum up to 10% of the order value, including taxes & duties(i.e End cost of contract amount including taxes & duties) or such smaller amount as per the decision of the Competent Authority of the GSECL. 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 GSECL as well as to party will be brought out clearly while putting the proposal for waiver reduction in penalty.

3. **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 GSECL, 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 GSECL.

- (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 GSECL.
- (b) To employ labour paid by the GSECL, 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 GSECL 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 rescinded 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.

4. 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 3(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.

5. Action in the case of Default by Contractor

If any case in which any of the powers conferred upon the Executive Engineer by Clauses 3 and 4 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 notwithstanding 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 3 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the 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.

6. 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 its 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 GSECL shall be compensated only by way of extending the limit.

7. 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 subordinated until they have received the approval of the Executive Engineer the said measurement being binding and conclusive against the contractor.

8. 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.

9. 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.

10. Bills

The bill 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 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.

11. 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 GSECL'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 GSECL 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 GSECL'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 GSECL 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.

12. 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.

13. 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.

14. 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 E.I.C; 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 E.I.C; for the rate which in his intension to charge for such class of work and if the E.I.C; does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to 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 ENGINEER-IN-CHARGE In the event of dispute, the decision of the CHIEF ENGINEER will be final.

15. 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.

16. 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE 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 E.I.C. 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 ENGINEER-IN-CHARGE, 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.

17. No claim to compensation on account of loss due to delay in supply of materials by GSECL.

The contractor shall not be entitled to claim any compensation from GSECL for the loss suffered by him on account of delay by GSECL 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 GSECL including Shortage of materials to be supplied by the GSECL & difficulties in time by reaching at the site of any materials equipments.

In the case of such delay in the supply of materials, GSECL shall grant such extension of time for the completion of the works as shall appear to the E.I.C. to be reasonable in accordance with circumstances of the case. The decision of the ENGINEER-IN-CHARGE as to the extension of time shall be accepted as final by the contractor.

18 Time Limit for Compensation Claims

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from GSECL on any account unless the contractor has claimed in writing to the ENGINEER-IN-CHARGE within one month of the cause thereof.

19. 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 ENGINEER-IN-CHARGE 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.

20. 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 ENGINEER-IN-CHARGE 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 ENGINEER-IN-CHARGE 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.

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

The contractor shall give not less than five days notice in writing to the ENGINEER-IN-CHARGE 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 be covered up or placed beyond the reach of measurement and work without the consent in writing of ENGINEER-IN-CHARGE 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.

22. 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 GSECL 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.

23. Contractor Liable for all Damages

Compensation for all damage done intentionally or unintentionally by contractor's laborers, whether in or beyond the limit of GSECL's property, shall be estimated by the ENGINEER-IN-CHARGE, or such other office, as he may appoint and the estimate of the ENGINEER-IN-CHARGE, subject to the decision of the Chief Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from GSECL 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.

24. 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 GSECL in any way relating to his office or employment or if any such officers or persons shall become in any way directly or indirectly interested in the contract, the 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 GSECL and the same consequences shall ensue as if the contract has been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

25. 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 GSECL, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

26. 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.

27. Works under direction of Chief Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Chief Engineer of the power house, 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.

28. Decision of Chief Engineer to be final.

Except where otherwise specified in contract and subject to the power delegated to him by GSECL under the GSECL's rule, then in force the decision of the Chief Engineer of the Power house / ENGINEER-IN-CHARGE 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.

29. 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.

30. 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.

31. 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.10 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 utilised 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 14 above.

32. 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 GSECL etc.

33. Industrial Labour Laws

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

- a) The contractor shall pay minimum wages as per rules 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 7th day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in presence of Management Representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the GSECL. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extend of Rs.100/- fine per each day.
- b) The contractor shall give his telephone number and address to the GSECL 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 GSECL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under :
 - i) Payment of contribution of wages of employer's contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.
 - ii) 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.
 - iii) 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.

- iv) Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification.
- v) 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.
- vi) Provision of compensation in the case of accidental injury.
- vii) Payment of crèche if the female labour employed is more than 30 numbers
- viii) 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 Funds 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 employee. 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. **Deposit Linked Insurance Scheme :-**
The contractor shall have to deposit ½ % of the wages in-respect of employees who is a member of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Fund Commissioner, Ahmedabad.
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 laborers 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 GSECL.
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 GSECL**
The contractor shall indemnify and keep indemnified the GSECL and every officer and employees of the GSECL 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 GSECL 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 GSECL shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the GSECL 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 effected for all the contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is subletted 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 GSECL reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.
12. The GSECL will be entitled to deduct directly form the bills , to be paid to the Sub-contractor and Labourers any sum or sums payable by contractor and which sum/sums the GSECL 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 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 GSECL.

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

34. 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.

35. No Claim For Compensation for Delay in staring 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.

36. No Claim for Compensation for delay in execution of work

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrows pits and no claim for an extra rate shall be entertained unless otherwise expressly specified & mentioned in the tender.

37. 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.

38. Method of Payment

Payment to contractors shall be made by A/c payee cheques /RTGS/NEFT after 30days from the date of receipt of the bill or availability of fund.

39. 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

40. 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.

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RECOVERIES:

- a) In case of any **damage** to equipment / machinery or structure / building of GSECL or any public property due to negligence of contractor or any other reasons attributed to contractor, the decision of E.I.C. regarding the amount of recovery shall be final.
- b) If the contractor fails to execute the work as per direction of E.I.C. within the **time frame** given, the GSECL shall get the work done through any other contractor at the risk and cost of the contractor and the cost of execution of such work along with 15% overhead charges shall be deducted from contractor's monthly bill over and above recovery **as per rules**.
- c) Recoveries due from the contractor, up to the end of the month previous to the one in which the bill is prepared shall be made from bills approved for payment every month or at other periods when the bills are prepared, for the various items in the following order of priorities and extents.
- d) Deduction on account of security deposit in full together with shortage, if any, to be made good.
- e) Penalty in full, if levied.
- f) Expenditure, if any, incurred by the Corporation on Contractor's behalf in labour or materials in full.
- g) Charges for services such as water and power supply etc. in full.
- h) Charge on account of supply of materials like cement and steel in case of shortages found in balance or excess consumption than specified.
- i) Hire charges for Corporation or Government machinery if any.
- j) Recoveries of advance and secured payment or payments for preliminary work in full or the installment due if and as the same as may have been allowed.
- k) Rent recovery on account of allotting quarters on rent as per Corporation's rules.
- l) Income tax and sales tax in full as per Government rules.
- m) Outstanding recoveries in respect of other contracts awarded by the Corporation if any.
- n) Other recoveries. (If any)
- o) Forfeiture of BG/SD and levy of all Penalties as specified in this tender terms & Conditions is subject to levy of GST as applicable and the same would be paid by and/or recovered from the bidder.

42 WORK TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER -IN-CHARGE:

The contractor shall proceed with the work with diligence and expedition and the whole of the work herein specified as well as the mode of execution shall be under the supervision and direction and shall be carried on to the entire satisfaction of the Engineer-in-charge, who shall have full power to order the contractor to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of material and workman-ship of different descriptions and qualities from this herein specified.

The whole of the works, together with any temporary works, associated therewith, shall be carried on in the most substantial proper and mannered workman like manner, with the best materials and workmanship and to the entire satisfaction of the Engineer-in-charge and in such order of time as he may direct. The contractor shall attend to and execute without delay all orders and instruction which may from time to time be issued by the Engineer-in-charge.

Date:

CHIEF ENGINEER (P&P)
GSECL, C.O.VADODARA

(Signature of Tenderer With address & seal)



GUJARAT STATE ELECTRICITY CORPORATION LIMITED Registered

Office: Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612031, Fax: 91-265-2339308

E-mail: cepnp.gsecl@gebmail.com Website: www.gsecl.in

CIN: U 40100 GJ 1993 SGC 019988

SECTION-F:

DETAILED TECHNICAL SPECIFICATION



GUJARAT STATE ELECTRICITY CORPORATION LIMITED Registered

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CIN: U 40100 GJ 1993 SGC 019988

DETAILED TECHNICAL SPECIFICATIONS

NAME OF WORK- Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

A- SCOPE OF WORK- The detailed scope of work is as under.

The consultancy project for the above mentioned work shall be comprises of two stages; the first stage will be Design Verification for the project management services for the execution of the scheme/solution & second stage will be of drawing verification.

The scope of work for the consultancy shall be broadly comprises of following:

Stage-I Design/ Drawing Verification:-

Complete Civil + Structure related design and drawing verification by reviewing based upon detailed specification for satisfactory completion of whole project.

Design Stage:-

Checking the civil design for Area Grading/finished ground level design

Checking of Soil Testing Report

Checking of Pile Foundation related test result like-Pullout, Lateral & etc.

Checking the Solar array layout

Checking the cable trench drawings

Checking the design of Inverter room/transformer platform/control room/security room

Checking the water channel network for module cleaning

Checking the drain/Soak pit/septic tank layout

Checking the Boundary wall/Gate design

Checking the Structural Design for Module mounting structure, Road /drainage / fencing/culvert / buildings / switch yard foundation / inverter room design and checking the foundation drawing for all equipment & fencing design.

1. SUBMISSION SCHEDULE FOR WORK:

Sr. No.	Description	Duration
1	Checking the design/drawing of civil components of Solar power Plant submitted by Agency.	3 days from the date of receipt of Drawings/Design.

2. Payment Terms:-The consultant may submit his R.A. Bill for each location separately.

1) **CHECKING OF TOPOGRAPHIC SURVEY REPORT-** Soil investigation report, topography survey report, hydrology report etc. shall be checked/ scrutinized under this contract, which will be submitted by solar project execution agency. The payment shall be made on job basis for the actual work done.

2) SPECIFICATION –

Detail specification of all civil related system components along with tender drawing shall be checked thoroughly & report prepared.

B- OTHER TERMS AND CONDITION-

Lodging, boarding, Visit charges and traveling charges etc. shall not be paid extra by GSECL. Your offer shall be inclusive of all site visits as may be required for work progress during execution of above consultancy. Minimum 06 Site visits for each location of consultant is envisaged which includes visits for attending Project Review Meeting at any location of Gujarat State or Corporate Office, Vadodara. Agency should make its own arrangement for transportation. The terms and condition narrated in booklet for tender & contract for works shall be applicable.

C- TIME LIMIT

The total schedule time limit of consultancy work is 15 months from the letter to commence the consultancy work or till completion of project whichever is later. The consultancy service shall have to be rendered / extended without any extra charges till completion of project. The consultancy charges shall remain firm for entire duration of consultancy contract.

SIGNATURE OF CONTRACTOR**CHIEF ENGINEER (P&P)
GSECL, C.O.VADODARA.**



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SECTION –G

SCHEDULE-B



GUJARAT STATE ELECTRICITY CORPORATION LIMITED Registered

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CIN: U 40100 GJ 1993 SGC 019988

SCHEDULE-B

Name of the work: Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10 MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.

SR.NO.	DESCRIPTION	Qty.	RATE	UNIT	AMOUNT
1	Consultancy Services for Design and drawing check for 25 Nos. different location- Solar PV Project for approximate 10 MW to 100 MW / each location nearby GETCO Waste land in various region of Gujarat State.	25.00 Job (1 job i.e. One Location)	1,12,570.00	Job	28,14,250.00/-
				Total Rs.	28,14,250.00/-

Note:-

"All royalties, sales tax, toll tax, local tax, development charges, and any other taxes including works contract tax etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to this contract shall be payable by the contractor and GSECL will not entertain any claim whatsoever in this respect.

Rates are exclusive of GST & same shall be paid extra on production of proof of payment of GST as per prevailing Govt. rules and after reflecting tax invoice in GSTR-2A.

The capacity of solar PV project i.e MW of each location will be approximate and it may cross above 100 MW. The price of each location is firm as per schedule-B.

Sign of contractor

Chief Engineer (P&P)
GSECL, Vadodara



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SECTION-H

- SCHEDULE-1
- SCHEDULE-2
- SCHEDULE-3
- SCHEDULE-4

SCHEDULE - 1

Nil

SCHEDULE - 2**BIDDERS EXPERIENCE**

Bidder shall furnish here a list of similar jobs actually executed by him (and not sublet to another contractor) to whom a reference may be made by Owner in case he considers such a reference necessary.

SR. NO.	NAME & DESCRIPTION OF WORK	VALUE OF WORK	PERIOD OF CONSTRUCTION & DATE	CLIENT	PERSON TO WHOM REFERENCE MAY BE MADE
1					
2					
3					
4					
5					
6					
7					
8					
9					

Signature :

Designation :

Company :

Date : Seal of Company

SCHEDULE - 3
SCHEDULE OF GENERAL PARTICULARS

SR. NO.	PARTICULARS	DETAILS
1	Name of the bidder	
2	Address of the bidder	
3	Telegraphic Address	
	Telex :-	
	Fax :-	
4	Bidder's proposal No. & date	
5	Bid validity period (Not less than Six (6) months i.e. 180 days)	
6	All Schedules filled in	
7	All deviations brought out in the schedule of deviations Clause by clause?	No deviations are allowed.
8	Is the bidder agreeable to undertake this contract, if the deviations stipulated by him are not acceptable to the Purchaser?	Not applicable for this project.
9	Whether Earnest Money is furnished? Quote the receipt no.	
10	Current registration No. with DGS&D if any	
11	Place of manufacture (Equipment wise)	Deleted.
12	Service facilities	
13	Name of Bidder's office to who reference may be made for expediting the work and co-ordination.	
14	Is the bidder agreeable to pay 5% Security Deposit in cash or in form of an acceptable Bank Guarantee?	
15	Warranty period from take over the plant / equipment	Not applicable for this project.
16	Guaranteed completion period for design, manufacture, supply and delivery to site, erection and commissioning from the date of letter of intent.	
17	Are the completion periods as above guaranteed under Liquidated Damages?	
18.	Are the equipment guaranteed as per various guarantee clauses of bid documents ?	

Signature :

Designation :

Company :

Date :

Seal of Company

SCHEDULE - 4
INFORMATION REGARDING
BIDDERS EXPERIENCE AND COMPETENCE

SR. NO.	PARTICULARS	DETAILS
1	Name of the Organization / firm	
2	Address of Registered Office with telephone / telex Nos. and telegraphic address	
3	Address of the office that would handle this proposed work with telephone / telex Nos. and telegraphic address.	
4	Nature of the organization viz. whether sole proprietor, partners, private limited, semi Govt. etc.	
5	Names, addresses, telephone Nos. (Office and Residential) of i) Chairman/Managing Director ii) General Manager iii) Chief Project Engineer/Manager iv) Contract Engineer/Manager v) Sales Manager	
6	Details of registration of organization / firm	
7	Adequate and satisfactory evidence to indicate financial capability of organization / firm to undertake the proposed work with name of bankers and their full address.	
8	Audited profit and loss accounts and balance sheets / certified income and expenditure accounts from a Chartered Accountant, Annual Reports and the latest Income Tax Clearance Certificate.	
9	Details of Similar Jobs executed in execution within the last three years by the firm Organization. Mention to be made in case work sublet to another firm	
10	List of technical Personnel plant and equipment available with the firm	
11	List of technical personnel plant and equipment to be deployed for the work	
12	Any other technical details etc. to elaborate upon the organization / firm's competence to execute this work	

Signature :

Designation :

Company :

Date :

Seal of Company