



Paschim Gujarat Vij Co. Ltd.
Division Office, Bhuj.
Near G K General Hospital, Bhuj - Kutchh
Phone : 02832-253752 Fax : 224078



PR-862371

TENDER NO.:732/01 **TECHNICAL SPECIFICATION**

E Tender for Hiring of closed body for 24 Hours
under Madhapar Sdn(with GPS and AC)

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Signature of Tenderer

Company's Round Seal

Date:

Place:



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SCHEDULE 'C'

A. Technical Bid:

Technical Bid should be submitted online only:

1. QUALIFYING REQUIREMENT FROM BIDDER :

- I. The bidder should not be black listed / ceased by any subsidiary company of G.U.V.N.L.

B. Price Bid:

The price bid should be compulsorily filled in on line only.

TERMS AND CONDITIONS:

The tender should thoroughly read all the following clauses before submitting their tender. The original copy of the commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.

1. PRICE EVALUATION:

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis i.e .Including all taxes, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, which is technically acceptable. If PGVCL feels that there is a lack of serious competition or any other reasons, PGVCL may negotiate with the L-1 party or re-invite the tender. PGVCL's decision shall be final and binding on all the parties.

2. VALIDITIES OF THE OFFERS:

The offer will have to be kept valid for a period of 60 days from the date of opening of the tenderer technical bids. In case of finalization of the tender is likely to be delayed, will be asked to extend the same without change in the prices or any terms and condition of the offer. In any change is made, original or during the extended validity period, the offer will be liable for out rejection without entering in to further correspondence in this regard and no reference will also be made.

4. POST TENDER CORRESPONDANCE/ENQUIRIES:

Any correspondence or enquiry subsequent to opening of technical and commercial bids is not desirable, if the same is indulging in to, it will be considered for disqualifying the tender. The tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any officer of PGVCL, as otherwise the same would also amount to disqualification of the tender.

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5. SECURITY DEPOSIT:

- (a) The successful bidder, to whom the work is awarded, shall be required to furnish a security deposit to an amount equal to 5% (Five percent) of the total contract price towards faithful performance of the contract in accordance with the terms and conditions specified therein. The amount will be paid online only.. Bank solvency certificate shall be submitted for an amount equal to **20%** of the order value

6. COMPLIANCE OF LAW:

The successful bidder will certify that he has complied with provision of industrial & labor Laws including PF Act; ESI Act etc. may be applicable. **Party must produce all relevant documents / records to be asked by PGVCL at any stage.**

7. VARIATION IN THE SCOPE OF WORK:

The scope of work can be increased or decreased by 25% during the execution or otherwise on the prorated basis by the Engineer-in-charge.

8. PARTY'S DEFAULT:

- (a) If the bidder is not executing the works in accordance with the contract or is neglecting to perform his obligations, there under, as seriously, to affect the program for carrying out of the works, the Engineer-In-Charge may give notice to the bidder requiring him to make good such failure or neglected.
- (b) If the bidder:
- (i) Has failed to comply within a reasonable time.
 - (ii) Assigns the contract or subcontracts the whole of the works without the Engineer-In-Charge's written consent, or
 - (iii) Becomes bankrupt, insolvent has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.
- (c) The employer shall, as soon as possible after such termination, certify the Value of the works and all sum then due to bidder as at the date of terminal.
- (d) The Engineer-in-Charge shall not be liable to make any further payment to the bidder until the works have been completed. When the works are so complete, the employer shall be entitled to recover from the bidder the extra cost, if any, of completing the work allowing for any sum due to the bidder. If there is no such extra cost the Engineer-In-Charge shall pay any balance

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- due to the bidder.
- (e) The bidder's liabilities shall immediately cease when the employer expels him from the site without prejudice to any liabilities there under that may have already occurred.
 - (f) The bidder is fails to complete the work, as schedule given by PGVCL repeatedly (more than three times in a span of one year) is liable for termination of complete work order by the Engineer-in-charge and the bidder shall be put in to "No deal with PGVCL" for period of minimum 18 months from the date of order of no deal.
 - (g) If the bidder is not able to complete the work order / part of the work order due to any reason and the work order is forced to close pre-maturely, the Engineer-in-charge will submit the proposal and recommend to put the bidder in "No deal with PGVCL" for period of minimum 36 months from the date of stop dealing order.

9. SETTLEMENT OF DISPUTES:

- (a) Any disputes or differences arising out of or in connection with the contract shall, to the extent possible, settled amicably between the parties.
- (b) If any dispute or difference of any kind whatsoever shall arise between the Employer and the bidder, arising out of the contract for the performance of the works whether during the progress for the work or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the Employer, who within a period of Thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Employer and the bidder.
- (c) Unless as hereinafter provided, such decision in respect of any matter so Referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the bidder who shall proceed with the works with all due diligence, whether he or the Engineer-In-charge required arbitration as hereinafter is provided or not.
- (d) If after the empowered officer has given written notice of his decision to the parties, and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- (e) In the event of the empowered officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the bidder being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of Thirty (30) days, as the case may be, either party may require that



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- (f) the matter in dispute be referred to arbitration as hereinafter provided.
All of the above conditions are subject to "Bhuj" jurisdiction only.

10. INSURANCE:

The bidder shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer other than the works arising out of the performance of the contract and occurring before the issue of the last defect liability certificate. Such insurance shall be affected before the bidder begins any work on the site. PGVCL is not at all responsible for any type of claim of the bidder or his employee etc.

11. ARBITRATION:

All matters, question, disputes, differences and / or claims arising out of and / or concerning and / or in connection and / or in consequences or relating to this contract whether or not obligation of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the mutually agreed arbitrator under Indian Arbitration Act 1996. The award of the arbitrator shall be final and binding on the parties to this contract.

12. AGREEMENT:

As per company's rule an agreement on stamp paper of appropriate value is to be done in the prescribed form within 10 days from the receipt of the order. The conditions, specifications, price-schedule and contract work booklet are to be signed by the bidder. The agreement will be done by Executive Engineer of respective division.

13. SUBMISSION OF BILLS:

You should have to submit the bills regularly in triplicate along with relevant documents wherever applicable, to the Concern Deputy Engineer, Bhuj Division or S/Dns. If you are late or not submitting the bills within time limit, PGVCL is not responsible for late OR non payment of the bills.

14. JURISDICTION:

All tenders / offers, dispute or difference arising under, but of, or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court, with in whose jurisdiction the acceptance of tender is issued, i.e. Bhuj only.

15. TIME SHEDULE:

he has to start work immediately.

16. LEVY OF GOVERNMENT TAXES:

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All the taxes applicable to this order viz. Income Tax; Professional tax etc. will be recovered from your all bills at such rates as may be prevailing at the time of passing the bills. Service Tax will be applicable as per prevailing rate and changes by govt. time to time.

17. GENERAL:

The company reserves the right to carry out the work event of emergency or otherwise. Unless otherwise specified, you shall abide by all the specifications and terms and conditions of the tender documents. None of the conditions stated in your officer or subsequent letter shall be deemed to be accepted, unless specifically stated herein.

- 18.** The Executive Engineer, Bhuj is reserve the rights to reject / accept any tender without giving any reason.

: LIST OF DOCUMENTS MUST BE ATTACHED WITH TECHINCAL BID :

1. Attested copy of "PAN CARD"
2. Attested copy of P.F. / E.S.I. certificate.
3. Attested copy of GST Registration No.
4. The original copy of the tender duly signed, stamped with company's seal must be submitted along with the bid.
5. Tender Fees & E.M.D. original Demand Draft in favor of PGVCL, Division Office, Bhuj.
6. Original RTO registration book. OR authorized dealer's "Quotation" if offering new vehicle.
7. Attested copy Good carriage permit / Taxi – Maxi permit in Gujarat.
8. Attested copy of insurance policy – cover note.

Note: Technical bid without any document out of above will be rejected as well as Disqualify for competition and their's **"Price Bid" will not be opened.**

Executive Engineer
Division Office, PGVCL, Bhuj.

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ANNEXURE – “ A “

BIO DATA OF CONTRACTOR'S DRIVER.

Passport
Size
Photograph

NAME : _____

DATE OF BIRTH : _____

PRESENT ADDRESS : _____

PERMANENT ADDRESS : _____

EDUCATIONAL
QUALIFICATION : _____

EXPERIENCE : _____

Encl: The certified copy of the educational & experience certificate.

Signature with seal of employer

Signature of Employee.

Signature with seal of
CIRLCE / DIVISION AUTHORITY

Signature of Tenderer

Company's Round Seal

Date:

Place: