





**PROVIDING & LAYING UNDERGROUND CABLING
& JOINTING WORK UNDER MUNDRA-2 RURAL
(GUNDALA) SDN PR NO : 858363**

	PASCHIM GUJARAT VIJ COMPANY LTD. Details of Circle/Division Letterhead	
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TENDER NO.732/6

PR No. 858363

Sub: PROVIDING AND LAYING UNDERGROUND CABLING AND JOINTING WORK UNDER MUNDRA-2 RURAL(GUNDALA) SDn

Executive Engineer Mandvi Division invites "On line Tenders"

Tender Details: Table No. 1

Sr. No.	Description	
1	Tender No.:	732/6
2	Estimated cost in Rs.	29,95,576/-
3	Tender Fee in Rs. (non-refundable) with 18 % GST (Payment of tender fee can be accepted through on line RTGS / NEFT in PGVCL Bank Account No. 37583431905, Name of Bank :State Bank of India, IFSC Code No. SBIN0000424, Account holder : PASCHIM GUJARAT VIJ COMPANY LIMITED)	Rs. 1475/- (Rs. 1250 + 225 GST [18%])
4	Earnest Money Deposit amount in Rs. (1 % of Tender Amount) (Payment of tender fee can be accepted through on line RTGS / NEFT in PGVCL Bank Account No. 37583431905, Name of Bank :State Bank of India, IFSC Code No. SBIN0000424, Account holder : PASCHIM GUJARAT VIJ COMPANY LIMITED)	N/A
5	Earnest Money Deposit amount in Rs. (1 % of Tender Amount)	30,000/-
6	On line (e-tendering) tender offer submission last Date <u>02.07.2026</u> up to 18:00 hours only (This is mandatory)	
7	Date & Time for pre bid meeting (If Required)	N/A
8	Only online submission of all the relevant Documents is allowed. No Offline/ Physical submission is require. Offers in physical form will not be accepted in any case. Tender fee and EMD fee must be paid online.	
9	Date of opening of On Line Technical Bid at Date <u>03.07.2026</u> @__11.00__ hours (if possible)	
10	Date of on line opening of On Line Price bid, Date <u>03.07.2026</u> @__12.00__ hours (if possible)	
11	Validity of Bid	



**Executive Engineer
PGVCL, Mandvi DO**

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SECTION - 1
GENERAL INFORMATIOS FOR BIDDERS

1. DEFINITION
- 1.1 The "PGVCL" shall mean the Executive Engineer, Mandvi Division Office, PASCHIM GUJARAT VIJ COMPANY LTD., having its corporate office at Nanamava Main Road, Laxminagar, Rajkot. With expression shall unless repugnant to the context include its permitted assigns or successor / authorized representatives.
- 1.2 The "Contractor" / Successful Bidders shall mean the Bidders, whose tender has been accepted by the PGVCL for award of the contract and shall include his authorized representatives.
- 1.3 The "Engineer-in-Charge" shall mean the authorized officer of the PGVCL to act as Engineer-in-Charge to supervise the work - for the purpose of the contract.
- 1.4 The "Specification" shall mean the tender forming a part of the contract along with Performa, schedules and drawings.
- 1.5 The "Order" shall mean the official letter issued by the PGVCL, informing the bidder that his tender has been accepted.
- 1.6 The "Contract" shall mean the agreement to be entered into by the PGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
- 1.7 The "EMD" shall mean Earnest Money Deposit.
- 1.8 The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the PGVCL and calculated from the quantities indicated in the tender.
- 1.9 The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.
- 1.10 The "Work" shall mean activities to carry out for the entire scope of this Tender.
- 1.11 "Inspector" shall mean the any person nominated by PGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the PGVCL "Letter of Award" shall mean the official notice issued by the PGVCL notifying the contractor that his bid has been accepted.
- 1.12 "Date of Contract" Shall mean the date on which Letter of award has been
- 1.13 issued.
- 1.14 "Month" shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 1.15 "A Week" shall men the continuous period of seven days.
- 1.16 HT means High Tension
- 1.17 LT means Low Tension,
- 1.18 U/G means Under Ground
- 1.19 Electricity Rules: - All the works shall be carried out in accordance with latest rules under Electricity Act- 2003
- 1.20 Testing: - After completion of work execution required Tests are to be taken in presence of Engineer in Charge whenever required.

- 1.21 Definition of “Similar work” for overhead network: Erection of overhead electric Network up to voltage level 22 KV
- 1.22 Definition of “Similar work” for underground network: Laying of HT / LT Underground Power cable network for Distribution system.

2. PRE QUALIFICATION CRITERIA / ELIGIBLE CRITERIA FOR BIDDERS

- 2.1 Bidders fulfilling eligibility criteria as mentioned in section 1 Sr. no. 2.2. and having experience of erection & maintenance of overhead HT/LT lines, Transformers, underground cable work, along with satisfactory work completion certificate regarding execution of work , including work order outward number along with its value, from order issuing authority, for last 3 (three Years) _ ending last day of month previous to the one in which tenders are invited., of any DISCOM of GUVNL or any Govt. / Private DISCOM of any state of India. The work executed through open / advertised tender shall only be considered for experience of work. The work done through limited tender shall not be considered for experience.

These bidders will be considered as an experience bidder.

- 2.12 Bidders fulfilling eligibility criteria as mentioned in section 1 Sr. no. 2.2. and not possessing any experience of erection & maintenance of overhead HT/LT lines, Transformers, underground cable work can also participate in tender for annual rate contract for 11 KV XLPE cable Fault detection and rectification.

These bidders will be considered as an NEW bidder.

2.2 Following documents are mandatory for the Bidders.

- Work Completion certificate (by Order Issuing Authority only) with copies of Work Orders for the similar works executed.
- Memorandum of Association or partnership deed.
- Document showing P.F. Number obtained by the bidder.
- Power of attorney if any for signing the bid documents.
- Latest solvency certificate issued by Nationalized or scheduled bank for a sum of Minimum 20% of Tender cost
- Registration Number under Shop and Estt. Act (If as case may be applicable)
- PF Code Number allotted by concerned PF Authority
- Labour License (If as case may be applicable)
- Registration under ESIC (If as case may be applicable)
- E. P. F. Registration in the name of bidder.
- GST Registration Certificate in the name of bidder
- PAN card in the name of bidder
- Valid Labour Insurance Policy in the name of bidder
- Latest bank solvency certificate from any Nationalized/Scheduled bank
- Adhar Card (Optional) (In case of Bidding is done on Individual name)

3. UNDERSTANDING AND CLEARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS.

- 3.1 All interested parties are requested to understand this Tender Document in detail in order to comply with PGVCL's requirements including but not limited to the Tender fees, EMD and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.

- 3.2 The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing in advance before filling in the tender , within the time limit as per Table no 1, for an interpretation / clarification by the PGVCL ____Division office. Then The PGVCL, Division Office_____ will issue interpretation and clarifications as he may think fit of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Table no1. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal. In case of difference of opinion about interpretation of specification etc. the decision of Executive Engineer, PGVCL, Division Office_____ on will be final and shall be binding to the contractor.
- 3.3 Verbal clarifications and information given by the PGVCL or his employee(s) or his representative(s) shall not in any way be binding on the PGVCL.
- 3.4. All interested parties requested to strictly abide by all terms prescribed in this **RFP Document** and provide accurate information to the best of their knowledge without misleading PGVCL to be considered for participation in this Project.
- 3.5 Bidders should be in touch with website www.pgvcl.com for information regarding revision / corrigendum / Amendment in the Tender Document till due date of off line submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.

4. TENDER FEES (Non Refundable & Non-transferable)

Existing rate of GST will be levied on following tender fees as per GST Rules in force during this Tender Period.

- 4.1 The Tender fees is payable, as per following Table, between the dates mentioned in Table no 1, by way of RTGS/NEFT/Demand Draft/Online/Banker's cheque otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & cheques are not acceptable. Demad draft should be in the name of "Paschim Gujarat Vij Company Ltd." Payable at Rajkot (Tender fee will be accepted in cash up to Rs. 10,000/-only)

Sr.No	Tender Amount	Tender Fees in Rs.	Present rate of GST
1	Up to Rs 5,00,000/-	500.00	18%
2	Above Rs 5,00,000/- up to Rs 10,00,000/-	750.00	18%
3	Above Rs 10,00,000/- up to Rs 25,00,000/-	1000.00	18%
4	Above Rs 25,00,000/- up to Rs 50,00,000/-	1250.00	18%

- 4.2 The tender fees once paid for tender document will not be refunded under any circumstances or not transferred to other bidder.
- 4.3 The Tender Fees is Non-refundable under Normal Circumstances. However, if purchaser company decides to scrap/Cancel the Tender, by one or other reason, in which Bidders are not responsible for cancellation/scrap of

5. EARNEST MONEY DEPOSIT (EMD)

- 5.1 The EMD payable, between the dates mentioned in Table no 1, by cash if total amount of EMD is less than Rs 10,000/- or by Demand Draft (DD),/RTGS/NEFT/online if the said amount is more than Rs 10,000/-, in favour of the Paschim Gujarat Vij Company Limited payable at Rajkot on any Nationalized /Scheduled banks or by Bank guarantee from any Nationalized/Scheduled nationalized bank decided by Government of Gujarat time to time only. The EMD Amount is 1 % of the Tender Estimated Cost.
- 5.2 The money receipts of payment of Tender fees and EMD or DD for tender fees & EMD should be submitted in sealed cover & This cover shall be clearly marked “Tender fees & EMD Cover for Tender no. 20/2022” along with the name and stamp of bidder.
- 5.3 The EMD of all unsuccessful bidders **except that of the successful bidder** will be returned after the award of the contract.
- 5.4 EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder pays the security deposit and signs the contract agreement.
- 5.5 If the successful bidder fails to submit a Security Deposit within **15 days** from the date of LOA of the contract or fails to sign the contract agreement then the EMD amount will be forfeited in favour of PGVCL without any notice or and action for “Stop deal” will be initiated as decided by tender inviting authority.
- 6.6 No interest will be payable by the PGVCL on the above Deposit.
- 5.7 EMD can be exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries.
- 5.8 In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced/attached in place of EMD documents as per the Tender Terms and Conditions.
- 5.9 Tenders submitted without Earnest Money Deposit by the firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made.

6. In case of Off Line Tenders

a. Technical Bid cover

All the documents as specified in Section I sr no. 2.2 are mandatory and to be in submitted through sealed cover. This cover should be clearly marked “Technical Bid Cover for Tender no. ____” along with the name and stamp of bidder

b. Commercial / Price Bid cover:

- i. All the documents as per Section 1 sr no 8.22 & 8.23 are mandatory and should be submitted in sealed cover. This cover shall be clearly marked “Commercial Bid Cover for Tender no. _____” along with the name and stamp of bidder

- ii. The bidder must clearly quote their rates in Schedule - B, attached with this tender, in percentage above than, below than or equal to, the tender rate in figure as well as in words. The bidder should specify whether the quoted rates are with or without prevailing taxes, if applicable, in force at that time, The bidder must work out the total price of their tender offered accordingly and the total amount should be clearly written in words & figure, in case of any discrepancy whatever written in words shall prevail. Company shall at liberty to decide the matter as it deem fit.
 - iii. In case of non SOR rate, Item wise rate should be mentioned and item wise rate will be consider for the lowest party.
 - iv. No deviation in terms & condition in Schedule-B and Technical Specification will be entertained. All the documents related to this Tender shall be final and binding to all the bidders. Any ignorance for this shall not relieve the contractor from their contractual liability arising as per Tender documents. The works referred herein shall cover the entire scope of the Tender.
7. The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.
8. Executive Engineer, PGVCL, Division Office MANDVI reserves the right to spread the order if required.
9. **Does not anticipate change in the PGVCL ownership during the proposed period of work.**

10. AMENDMENT TENDER

- 10.1 At any time prior to the deadline for submission of bids, as mentioned in Table 1, PGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by a respective bidder, modify the bidding documents by amendments.
- 10.2 The amendment will be notified, only on PGVCL Website website in case of on line tender, PGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.
- 10.3 Such amendments, clarification etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

11. SUBMISSION OF TENDERS

Follow all the instructions narrated this tender document for submission and no any further communication in the matter will be entertained.

The Bidders must ensure that all the Annexures are completely filled in their tenders and the information called for is given in totality. A set of complete tender documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of tender documents. The bidder's bid and the

documents attached there to shall be considered for forming part of the contract documents.

12 For “Off Line Tenders”

12.1 Tender Papers & Specifications may be down-loaded from PGVCL web site www.pgvcl.com (For view & down load only).

12.2 The bidder has to follow instruction given in this section point no 4 to 8. All these three covers, as mentioned in this section point no 6.2, 7.11, 8.2, should be submitted in one main cover, this cover shall be clearly marked “EMD Cover, Technical, Commercial bid covers for Tender no. _____” along with the name of the Bidder and his address.

This main cover must be submitted physically, within time limit as mentioned in table no1, by registered Post A.D. or Speed Post only, “NO COURIER SERVICE OR HAND DELIVERY” will be allowed, to following address:

Executive Engineer,
PASCHIM GUJARAT VIJ COMPANY LTD.,

13.REJECTION OF TENDER:

13.1 The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. The bidder should sign on each page of tender documents, as mentioned in Section 1-point no. 2.15, failure to furnish the required information or submission of tender not as per the specification will be at the Bidders risk may result in rejection.

13.2 The offer is liable summarily rejected if it contains.
a) Deviation/Addition/Alternations/Omissions in bidding schedules.
b) Deviation and contradictions to the terms and conditions specified in this tender.

13.3 If any bidders firm or/and partner or proprietary firm anywhere in companies (PGVCL, UGVCL, MGVCL, GETCO, DGVCL, GSEC) under GUVNL are under criminal investigation for any kind of fraud for public and theft of material or/and with handlings the material and any civil and/or criminal case pending at any stage than offer of such bidder /firm will be out rightly rejected.

13.4 Bids submitted after the time and date fixed for the receipt of bids as set out in the Table no1, shall be rejected.

13.5 Any deviation found in Data/Details/Documents of bidder, offer of the same shall be liable for rejection at the discretion of PGVCL.

13.6 The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal as mentioned in Section 1 point no. 2.15

13.7 Conditional bids shall not be accepted.

14. DELAYED AND LATE TENDERS:

No tender shall be accepted/opened, as mentioned in the Table no 1, in any case which are received after due date and time of the receipt of tender irrespective of delay due to postal services of any other reasons and company shall not assume any responsibility for late receipt of tender. Any correspondence in the matter will not be entertained.

15. LANGUAGE OF THE TENDER

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

16. SIGNATURE OF BIDDER

16.1 The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.

16.2 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.

16.3 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.

16.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

16.5 The Bidder's name stated on the tender shall be exact legal name of the firm.

16.6 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

16.7 The bidder should sign, as described above, on each page of tender documents & then they have to submit this tender documents.

17. PRICE BASIS CURRENCY AND PAYMENTS

Bidder shall indicate bid prices in Indian Rupees only.

18. EFFECT AND VALIDITY OF TENDER

The bid should be kept valid for a period of 120 DAYS from the date set for opening of the technical bid.

19. EVALUATION AND COMPARISON OF TENDERS

Generally the qualifying price bids, Bid price shall mean the bid price quoted by each bidder in his bid for the complete scope of works including all duties and Taxes, will be evaluated by the PGVCL to ascertain the best and lowest evaluated bid in the interest of the PGVCL, for the complete works covered under these specifications and documents.

20. ARITHMETICAL ERRORS

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.

However, the PGVCL shall be entitled to award the contract at the lowest of the prices arrived at from various schedules, identified for that purposes, in the bid proposal sheets.

If the bidder does not accept the correction of the errors as above, his bid will be rejected.

21. AWARD OF CONTRACT

21.1 Notification of award of contract will be made in writing to the successful bidder by the PGVCL.

21.2 The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and PGVCL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any modifications.

21.3 PGVCL Reserves the right to award separate contract to two or more parties in line with the terms and conditions specified in the specification.

22. ADDITIONAL DOCUMENTS:

At the time of evaluation of tender PGVCL, MANDVI office may ask bidder to submit required documents other than mentioned in section I Point no 2.2, if required.

23. COMPLETION PERIOD

The contractual period for execution of the work stated in Schedule - B of this Tender consist 365 Days. The commencement date of Order shall be Date of issue of the Order.

Table-2
GENERAL INFORMATION ABOUT THE BIDDER
 (To be completely filled by the bidder)

1.	Name of the Bidder	
2	Postal Address	
3	Telephone nos. Fax no. Mobile no:	
4	e-mail address & URL	
5	Type of Company Attach Proof of Company Registration along with a copy of the Partnership Deed/ Article of Association and Memorandum of Understanding	Proprietorship/ Partnership/ Private Limited/ Public Limited
6	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	
7	Office Address	
8	Stores Address where materials issued by PGVCL will be stored	1) 2) 3)
9	Store Documents to be submitted (Rental/PGVCL)	
10	Office Telephone/Fax no.	
11	Office e-mail address	
12	Permanent Account Number(PAN),	
13	GST Number	
14	PF No.	
15	Labour License No.	
16	Insurance Policy No. and for nos of labours in the name of bidder	Policy No._____ Nos of Labours Insured in this policy_____
17	Solvency Certificate No.	
18	Adhar Card No.(Optional)	

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or incorrect at later date, our tender shall be liable to rejected and our company debarred from executing any business with PGVCL.

SECTION III
General Instructions to the successful bidders

1. Letter of Intent (LOI) / Letter of Acceptance (LOA) shall be issued to the successful Bidders indicating the quantity allocated to them and the security deposit amount to be deposited by them with PGVCL. Short listed Bidders will be required to deposit the requisite security deposit within 15 days from issuance of LOI / LOA.
2. **Security Deposit:**
 - 2.1 Security deposit will be accepted in Cash if the amount is less than Rs. 10000.00 and, if the amount is more than Rs. 10000.00 then will be payable by Demand Draft (DD) or Bank Guarantee (BG) from Nationalized / Scheduled Banks as per Govt. GR No. EMD / 10 / 2014 / 570 / DMO dated 01.04.15 will be acceptable. DD should be drawn on any Nationalized /Scheduled banks in favour of Paschim Gujarat Vij Company Ltd. payable at Rajkot or by Bank guarantee from any Nationalized/Scheduled nationalized bank decided by Government of Gujarat time to time only.**Cheque will not be acceptable**
 - 2.2 The successful Bidders will be required to deposit the requisite security deposit within 15 days from the date of issuance of LOI / LOA of an amount equivalent to 5 % of the value of the work to be allotted to him and as mentioned in LOA.
 - 2.3 In case, if the Bank Guarantee is furnished / submitted, it should have a clear one time validity till the completion of awarded work of this work order. Bank Guarantee for interim period will not be allowed. Security Deposit shall be suitably extended time to time as per requirement.
 - 2.4 If by any reasons the completion period of this work order is extended, then supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PGVCL will be at liberty to encase the same. CORPORATE GUARANTEES NOT ALLOWED.
 - 2.5 No interest will be paid on the Security Deposit.
 - 2.6 In the event of awarding the order of additional quantity, the successful Bidders will be required to deposit additional Security Deposit on prorata basis within two weeks of the issuance of LOA /LOI for the additional order quantity.
 - 2.7 In the event of failure to carry out work offered by successful Bidders and as accepted by them while receiving the order within given time period, will lead to forfeiture of the Security Deposit up to 100% and will lead to disqualification of the bidder to transaction business with PGVCL for at least TWO years or the time duration as may be decided by the Managing Director, PGVCL.
 - 2.8 Security deposit will be returned on after completion of awarded work.
 - 2.9 If the successful Bidders fails to pay security deposit within given time limit then the letter of intent will stand cancelled. EMD amount will be forfeited in favour of PGVCL without any notice or and action for “Stop deal” will be initiated as decided by tender inviting authority.

3. SIGNING AGREEMENT

The successful Bidders will have to sign an agreement, within 15 days from the receipt of LOI/LOA, on Stamp Paper of Rs 300/- as per Company's rules in the prescribed form of the P.G.V.C.L. attached with this Tender. The cost Rs.300.00 of the Stamp Paper will have to be borne by the successful Bidders.

4. For the Tendered work, other than turnkey work, entire material will be issued by PGVCL. Any other related material required to carry out work mentioned in Schedule A is to be brought by Bidder. No any extra cost will be paid towards such material.
5. Successful Bidder has to follow all the rules and Regulations of Work Safety. Required tools and Tackles for Safety are to be arranged by Bidder only.
6. Bidder is responsible to any type theft/damages of Company's material and also responsible to any type damages to any property and any kind fatal/non-fatal accidents to anybody during the execution of work. Insurance of all workers is compulsory, who are involved in Execution of Tendered work. There will be no any financial liabilities of PGVCL for damage charges paid such way. Copy of valid Labour Insurance Policy in the name of bidder is to be submitted with Tender Documents.
7. Rules and Regulations of PGVCL Works and Contracts Book are abided to Bidder.
8. Work must be completed in in specified Schedule narrated in the Tender. If concerned Engineer not satisfied with quality of work, no any Time limit extension will be granted and Penalty plus applicable taxes (if any) will be levied on delayed portion of work.
9. Agreement must be executed within 15 (Fifteen) Days from the date of issue of LOA. Security Deposit (In form of DD/BG) and Insurance Policy is also to be submitted with Agreement within this time limit i.e. 15 (Fifteen) Days.
10. Remaining material is to be credited at Respective Stores of PGVCL **within a month after** completion of work.
11. Agreement and Indemnity Bond is to be executed on Rs. 300/- Stamp Paper and cost of stamp paper is to be borne by Bidder. Solvency Certificate is to be submitted as per PGVCL rules and Tender Condition.
12. Bidder is solely responsible for the material supplied by PGVCL.
13. Coal and Salt are to be brought by Bidder at his own expenses, for earthig work, and work to be done as per PGVCL rules and RE specification for this work.
14. Work is to be carried out in presence of PGVCL authorized representative and to be duly certified also.
15. No idle labour charges will be paid by the PGVCL in case such occasion of idle labour arises, due to want of any materials or any othersituations.
16. PGVCL have full rights to accept or reject the offer received against the Tender.

SECTION IV
TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS:

1. COMPLIANCES WITH LAW:

The Contract shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

2. Wages to be paid at the time of payment etc. by the contractor

- 2.1** The successful bidder shall pay minimum prevailing rates per day, as may be specified here after, or rates fixed under the 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 month irrespective of which the wages are payable i.e. wages of a last month have to be paid by him in the first week of the next month). The contractor shall have to make wages to his workers through bank only. The agency shall have to submit the copy of a letter given to the Bank advising for crediting wages in individual account of the workmen along with photocopy of the cheque showing total payment to be made to all such workmen whose accounts are operated in that branch. (If there is more than one Branch, the agency will have to submit separately for each branch.)
- 2.2** The successful bidder shall give his telephone number and address to the company 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 shall keep himself present through the work hours.
- 3.** Persons below the age of 18 years shall not be deployed for the said work.
- 4.** No female worker shall be employed in the night shift between 07.00 p.m. to 6.00 am.
- 5.** Identity cards as prescribed under the factories Act/Shops and establishment Act (As the case may be applicable) with Photo affixed thereto, for identification.
- 6.** The successful bidder shall maintain a valid Labour license under the contract labour (regulation and abolition) Act for employing necessary manpower required by them. In absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
- 7.** The successful bidder shall at his own expenses comply with all labour laws and keep the PGCIL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with below conditions.
 - 7.1** Payment of contribution by way of employer's contribution towards provident fund, administrative charges etc. at the rates made applicable from time to time by the Government of India / Government of Gujarat or other statutory authority.
 - 7.2** Payment of deposit in respect of each contract labour at the prevailing rate with the office of the commissioner of labour as per the Contract Labour (Regulation and abolition) Act.
 - 7.3** License fee as prescribed under the contract labour (Regulation and abolition) Act rules framed there under depending upon the number of workmen.

- 7.4 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.
- 7.5 Payment of retrenchment compensation, Notice pay and other liabilities as per industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Dispute Act 1947 or any other labour Laws.
- 7.6 Payment of compensation in case of accidental death or injury as per Employee's compensation Act.
- 7.7 Maternity leave as per the provisions of the Maternity Benefit Act.
- 7.8 In case, PGVCL becomes liable to pay any wages or dues to any manpower deployed or any government Contractor under any of the provisions of the Minimum wages act, Payments of wages Act, Employee's compensation Act, Contract Labour regulation abolition Act, Employee provident fund or any other law due to act of omission of the Contractor, the PGVCL may make such payment and shall recover the same from the successful bidder's Bill.
- 7.9 If the PGVCL is caused to pay under any law as a principal employer such amount as may be necessary to cause of observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/Regulations/ including amendments. If any, on the part of the Contractor, the PGVCL shall have the right to deduct any money due to the successful bidder under this contract or any other contract with the PGVCL including his amount of security deposit for adjusting the payment. The PGVCL shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the PGVCL.

8. Employee's compensation fund and employer's liability insurance: -

The successful bidder shall cover all his employees under employee's compensation fund and under the liabilities insurance. The Contractor will arrange insurance policies for arranging payment to his staff injured / met with accident (Fatal / nonfatal) on duty of sufficient amount as per Labour laws. In case of any such happening Contractor will be liable for any other payment to workers / staff engaged as per existing rules. Contractor will not make any such payment to the Contractor's staff or any compensation etc. during the pendency of the contract.

9. Following Salient features of some major laws are applicable to establishments engaged.

- 9.1 Employee PF and Misc. Provision Act 1952
- 9.2 Payment of Gratuity Act 1972
- 9.3 Maternity Benefit Act 1951
- 9.4 Equal Remuneration Act 1979
- 9.5 Payment of Bonus Act 1965
- 9.6 Industrial Dispute Act 1947
- 9.7 Industrial Employment (Standing orders) Act 1946
- 9.8 Trade Union Act 1926
- 9.9 Employees compensation Act 1923
- 9.10 Contract Labour (Regulation and abolition) Act 1970
- 9.11 Child Labour (Prohibition and regulation) Act 1986
- 9.12 Inter-state migrant workmen's (Regulation of Employment and conditions of service) Act 1979
- 9.13 Minimum wages Act 1948
- 9.14 Payment of Wages Act 1936
- 9.15 Factories Act 1948
- 9.16 Shops and Est. Act 1948
- 9.17 The Employees' State Insurance Act and the scheme , 1948

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 GOI-GOG, which the Contractor shall have to comply with.

10. It should be ensured that before commencing the said work, the successful bidder should submit the details of their labourer such as a full name, address and age with proof and subsequently changes of workers details are submitted accordingly.
11. The successful bidder shall employ adequate number of an experienced staff at site for daily supervision and for maintenance of various register and records required under the law and contract. No payment for supervision shall be admissible.
12. PGVCL does not accept any responsibility as Factory Act, Minimum Wages Act, Workmen's Compensation Act, Insurance Rules etc. or any other act, rules or regulations that have to be observed by the contractor for carrying out the work.
13. The contract will be governed by the company as per works terms & conditions of the company.

14. EMPLOYMENT OF LABOUR:

14.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

14.2 Contractor shall maintain a valid labour license under the Contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.

14.3 In case PGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, PGVCL may make such payment and shall recover the same from the Contractor's bills.

15. PROVIDENT FUND AND FAMILY PENSION SCHEME

The Contractor shall submit along with his bills (month wise) a Statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. The contractor's contribution and the workers' contribution towards Provident Fund and Family Pension Scheme shall be done at the rate made applicable by the Government from time to time and deposited by the contractor with Regional Provident Fund Commissioner, Rajkot.

16. DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit 1.2% of the wages in respect of employees who are members of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner, Rajkot.

17. ADMINISTRATIVE CHARGES

Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Rajkot at the rates applicable.

18. PAID LEAVE FACILITY

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour shall be provided by the Contractor to his, workers. He

shall maintain Leave Records, Leave Cards for individual labourer which shall be duly verified, approved and certified by the Authorized Officer of PGVCL. Remuneration for such leave period shall be fully borne by the Contractor.

19. Workmen's Compensation and Employer's Liability Insurance

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract.

20. Wages to be Paid & Time of Payment etc. by the Contractor

- 20.1 The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the Minimum Wages Act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day from 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).
- 20.2 Any default will result in cancellation of contract forthwith or else the Contractor shall be punishable to the extent of Rs. 100/- for each day of default.
- 20.3 The Contractor shall give his Addresses, Telephone Number and etc. to PGVCL, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office within working area and the contractor keep himself present throughout the working hours.
- 20.4 The separate P.F. code issued from RPFC is required to be taken by the contractor and if it is not taken, offer of the firm will not be considered. The attested documentary evidence to be submitted along with the offer.
- 20.5 The contractors who are having separate P.F. Code No. from RPFC, it should be ensured that all the contract labourers are covered under the provident fund scheme and employees' pension scheme and their contributions are remitted regularly to the concerned RPFC. The photo copies of the Chelan in this regard should be collected from the concerned contractor and kept in the file of the concern contractor.

21. CONTRACTOR TO INDEMNIFY THE COMPANY

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

22. INSURANCE:

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the PGVCL against all perils detailed herein. The form and the limit of such insurance as defined herein together with

the under-writer in each case shall be acceptable to the PGVCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

23. Any loss or damage to the equipment during handling, transportation, storage, erection, putting in to satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the PGVCL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the PGVCL immediately after such insurance coverage. The Contractor shall also inform the PGVCL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
24. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
25. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the PGVCL may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.
26. The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.
27. The successful bidder will not be allowed to work after working hours except in special case, if any.
28. The successful bidder has to engage required strength of skilled persons for execution of work and proper supervisor to avoid complication and unnecessary delay to complete work timely. The successful bidder will be

solely responsible for labour claims arising out of the labour employed for this job.

29. The successful bidder should furnish details of past experience of such job of similar nature completed by him satisfactorily within the time limit in PGVCL will be preferable.
30. The successful bidder will be abide by and fulfil all the terms and provisions of the “Tender and contract” for works as applicable and in case of any default there to the PGVCL Company shall forfeit the S.D. or any other action as may be decided by Executive Engineer, PGVCL, ____ Division Office.
31. The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable. Copy of challans of PF related to be submitted along with bill.
32. The successful bidder will governed by the PGVCL general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the successful bidder will be bound to the terms & conditions of the booklet. All the usual terms and conditions of the Company though the same might have not been mentioned in this specification or contractor booklet will applicable to this contract, and the decision of the Executive Engineer, PGVCL, _____ Division Office shall be binding on the Contractor.

SECTION V
TAXES and Duties: GST

1. The prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws.
2. 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).
3. Contractor shall have to submit a C.A Certificate & duly authorized Signatory, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.
4. The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
5. If the Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
6. Contractor should charge GST in Invoice at the rate as agreed to/mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the contractor.
7. Further, the Company has a right to recover the amount of GST along with penal interest at the applicable rate per annum if GST charged is not paid/short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit. In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

8. INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time. PGVCL's GST Registration No.is **24AADCP1453C1ZZ**

9. TAXES, PERMITS & LICENCES:

The Contractor shall be liable and pay all foreign taxes, duties, levies lawfully assessed against the PGVCL or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

10. Income Tax -TDS

"Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor, however added as contractor has to submit separate invoice for supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value."

11. Applicable welfare cess will be deducted from contractors each bill by PGVCL to pay the same to the respective Govt. Department. Tax will be deducted as per applicable statutory rules.

12. Statutory Deduction

Statutory deduction will be made as per applicable rules & rates for TDS, GST TDS, welfare cess or any other taxes applicable time to time etc. All other statutory liabilities towards this contract will be on your part.

13. STATUTORY VARIATION

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to PGVCL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to passed on the to PGVCL. Statutory variation clause will not be applicable in case of supplier/contractor has opted for composition scheme under GST.

14. The Contractor shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

15. The Contractor shall comply with the relevant laws of India.

16. ACCIDENTS:

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed of the Contractor or his subcontractors for the purposes of the Works.

SECTION VI:
TERMS AND CONDITIONS for successful bidders

1 GENERAL

- 1.1** The successful bidder shall be deemed to have carefully examined all the papers, drawings, etc. attached & if has any doubt as to the meaning of any portion of any condition / specification, etc. he shall before signing the contract submit the particulars thereof to PGVCL in order that such doubts are removed.
- 1.2** The successful bidder shall not, without the consent in writing of PGVCL, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.
- 1.3** The execution of work should be commenced as per the instruction of the Engineer In Charge as per actual requirement and should be completed within the time limit thereafter.
- 1.4** PGVCL may at any time by notice in writing to the successful bidder either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the Bidder shall only be paid for work done. If the work is cut down the Bidder shall not be paid for the work as so cut down, but in neither case shall be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.
- 1.5** Notices, Statements and other communications sent by PGVCL through registered post or telegram or telex or any other way of communication to the successful bidder at his specified address shall be deemed to have been delivered to the successful Bidder. The work shall be carried out by the successful bidder with prior approval of PGVCL. Work carried out without PGVCL's approval shall not be accepted and the PGVCL shall have right to reject it and to recover the cost from the successful bidder. He will be liable against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the successful bidder or his subcontractors for the purposes of the Works.
- 1.6** The successful bidder shall be responsible for any damage to the equipment during transit due to improper or inadequate packing, handling, loading and unloading. The cases containing easily damageable material shall be very carefully handled. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary. The successful bidder without any extra cost shall supply any material found short inside intact store area.
- 1.7** If the successful bidder neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders within two days' notice given in writing to the successful bidder and if he fails to comply with the notice, then in such a case PGVCL shall be at liberty to get the work or any part of it, executed through any other agency/Bidder in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Bidder, and the Bidder fails to make good the deficiency, PGVCL may recover it from the Bidder in any lawful manner.

- 1.8 PGVCL shall have at all reasonable time access to the works being carried out by the Bidder under this contract and **stores where material issued by PGVCL is stored**. All the works shall be carried out by the Bidder to the satisfaction of PGVCL.
- 1.9 The quantities mentioned in the accompanying schedule B are only approximate same may decrease or increase. The PGVCL reserves the right for revising or omitting any of the quantities. The actual work executed by the successful bidder will be calculated at the rate given in the contract schedule of the rates binding to the successful bidder.
- 1.10 No higher rate or revised rate will be application for the work, if work is held-up/closed due to whatever so reasons.
- 1.11 Price shall not be changed subject to any upward/downward revision on any account whatsoever through the period of contract.
- 1.12 All other general terms and conditions as prevailing in the PGVCL shall be applicable to this work contract.
- 1.13 The successful bidder has to co-ordinate and co-operate fully with Engineer In Charge and for execution of the works.
- 1.14 Either successful bidder or successful bidder's authorized person should contact our Engineer In Charge as well as Division Office, RCD-2 daily for the availability of materials required for this work, failing to which this work order shall be terminated without giving any notice.
- 1.15 The successful bidder has to maintain site register covering all aspects of material received/utilized/dismantled for day to day work and has to obtain signature of Engineer In Charge.
- 1.16 In case of any dispute doubt, the decision of Executive Engineer, PGVCL, _____Division Office shall be unchallengeable and final, which will be binding to the contractor.
- 1.17 **Security Deposit (without any Interest) will be refunded after completion of guaranteed period if any.**
- 1.18 All legal complication of disputes is subject to Rajkot jurisdiction only.
- 1.19 A fresh and valid solvency certificate to the extent of 20% of the ordered value will have to be produced by the contractor and party has to submit attested copy of solvency certificate to the company before commencing of work.
- 1.20 The successful bidder will be solely responsible for any accident/damage either to equipment or any human being during the time of execution of work.
- 1.21 Prior institution in writing for starting the job will be given by PGVCL for the work.
- 1.22 The successful bidder will have to make his own arrangement for required all kinds of tools, tackles, required for the execution of work.
- 1.23 The cost of damages, if any will be recovered from the successful bidder's bill. The assessment of which will be done by Engineer In Charge in consultation with division office, and his sole discretion and his decision shall be binding to the successful bidder and shall be considered as final and unchallengeable.
- 1.24 The successful bidder will have to give **indemnity bond** to PGVCL against any possible claim of compensation for damage to Contractor's equipment or staff or any of third parties during the execution of work as per attached format.

- 1.25** The successful bidder will have to complete entire work, as mentioned in Schedule-B of contract awarded to him, as per directive and instruction of Engineer In Charge. If he fails to do so entire work will be carried out at the risk and cost of Contractor.
- 1.26** The contractor must engage sufficient knowledgeable person round the clock, exclusively for execution of work.
- 1.27** Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
- 1.28** The PGVCL shall deduct the Income-Tax and other taxes as per prevailing rules of all relevant Govt. Authorities from the bill.
- 1.29** If the work is required to be carried out during fix outage then the successful bidder has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which Company shall be at liable to deduct the amount of revenue loss due to prolong outage.
- 1.30** The tender include all minor accessories and items of work which may not have been specifically mentioned in the specification / Schedule etc. but are essential for completion of work. The contractor will **not be eligible for any extra payment** in respect of such minor accessories and item of work.
- 1.31** The successful bidder shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer In Charge.
- 1.32** For shortage of any materials issued by the PGVCL for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges.
- 1.33** The successful bidder has to carry out all the works in accordance with revised and latest provision under I.E. Rule Act made there under and as per instruction of Engineer In Charge.
- 1.34** All the materials issued by PGVCL shall be transported to the work site on same day and to be preserved in safe custody failing to which PGVCL shall initiate Police action. Similarly as per instruction of Engineer In Charge, you have to credit the material at PGVCL store without any loss of time failing to which PGVCL shall initiate Police action.
- 1.35** Any delay causing extension of outages shall be successful bidder's responsibility and appropriate amount (in term of Rupees) as decided by Executive Engineer, PGVCL, Division Office_____ shall be recovered from successful bidder's bill as a penalty plus applicable taxes (if any)
- 1.36** No tools, tackles, manpower, crane facilities etc. will be provided by the PGVCL.
- 1.37** The contractor has to follow all labour laws, safety rules and regulations. The PGVCL does not take any responsibility in case of accident or injury to the workers. The safety, security of men, materials and equipment shall be sole responsibility of the contractor.
- 1.38** The compliances of all Central / State Govt. Rules, safety and insurance rules etc. and that of local body is a must condition for the successful bidder.
- 1.39** The successful bidder shall specifically note that PGVCL will not pay any extra amount towards any type of claim except for the description indicated in Schedule -A. The party has to carry out all other additional required activities / work as directed by Engineer In

Charge which is not mentioned in Schedule but required to be completed as per the site condition and for this work no extra payment shall be made by PGVCL.

- 1.40** The contractor should employ as a Supervisor with sufficient qualification and experience who could supervise the execution of work throughout. He should always be present on the site.
- 1.41** The contractor shall be responsible for breakages, losses and a theft of material during transit or erection after the materials issued from the stores till the completion of work and is taken over by the PGVCL.
- 1.42** As regard damages to the materials, equipment, successful bidder himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" Compensation Act or any other statutory provisions, the same will be paid by contractor directly. If he thinks fit, he may take necessary insurance covering at his cost.
- 1.43** The successful bidder shall co-operate with the PGVCL for taking measurement etc. as early as possible and he shall fulfil the entire requirement which is necessary to finalize the accounts.
- 1.44** The competent authority can delete any item in schedule of the tender if he feels that the rate quoted by the contractor for the item is abnormally high when compared to the estimated rates.
- 1.45** The successful bidder shall not refuse to execute this work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer In Charge.
- 1.46** The erection work should be carried out according to the specification as per instructions and programmed laid out by the Engineer in charge. Contractor has to ensure safe shifting and erection of all accessories / equipment as per standard norms.
- 1.47** The Bidder shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of PGVCL.
- 1.48** The inspection as mentioned in above clause No. 6 of this section by PGVCL's representative shall not relieve the successful bidder from full responsibility of completing the work confirming to the requirement of this contract.
- 1.49** Under the Contract, the Contractor shall be responsible for loss or damage to the line and Electrical Equipment until the successful completion as defined elsewhere in the Bid document.
- 1.50** All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.
- 1.51** The law applicable to the contract shall be the laws in force in India. The courts of Rajkot shall have exclusive jurisdiction in all matters arising under the contract.
- 1.52** Applicable taxes (if any) rate will be applied on all kind of penalties recovered under this contract.

2. PRICE EVALUATION:

No price preference shall be given on any account. All tenders must be submitted firm price basis (exclusive of all Taxes) and lowest evaluated bid in the interest of the PGVCL, for the complete works covered under these specifications and documents.

If more than one party is to be considered for placement of order, they will have to match their end cost with end cost of L-1 technically acceptable bidder. PGVCL (tender Inviting Authority) may go to the L-2, L-3 and so on

depending upon the requirement. If PGVCL (tender Inviting Authority) feels that there is lack of serious competition or any other reasons, PGVCL (tender Inviting Authority) may negotiate with the L-1 party. PGVCL's (tender Inviting Authority) decision shall be final and binding on all the parties.

3. QUANTITY DISTRIBUTION

3.1 For 11KV XLPE Cable fault detection and rectification work.

The Contractors whether non-experienced / New or experienced / Regular who have confirmed /fulfilled pre eligibility criteria , as mentioned in Section 1 sr No 2 , will only be considered for price evaluation. PGVCL will not consider the, price bid of any contractor who does not confirm / fulfil the eligibility criteria as mentioned in Section 1 sr No 2.

3.2

3.2.1 While placing the order, the quantity distribution to each new contractors / new firms , Section 1 sr No 2, shall be restricted up to 10 % of the tender amount/Qty. for all such new bidders provided the price of New contractor is lower than the regular/experienced contractor. New contractor / new firm will be considered as a regular contractor only after full filing experience criteria as mentioned in Bidders qualifying criteria as per point no. 2 in Section I.

3.2.2 The new contractor will be asked to match the L-1 prices of the new contractor only and the Regular contractor has to match the L-1 price of the Regular/experienced contractor only.

But if there are no Regular contractor OR if the rate of Regular contractor is very high, the above condition no. 2.21 shall be suitably relaxed by PGVCL. L-1 regular contractor however will get heavy weight age in order placement. The Contractors who have confirmed /fulfilled pre eligibility criteria will only be considered for price evaluation. PGVCL will not consider the price bid of any contractor who does not confirm / fulfil the eligibility criteria. L-1 regular contractor however will get heavy weight age in order placement.

4. IDENTIFICATION OF SITE:

Details of each location shall be made available through Executive Engineer of each concerned Divisions under above locations. The planning for each location has to be prepared in consultation of the Deputy Engineer of the concerned Sub Division under whose control the work is allocated. The work must be carried out under Supervision of concerned S/dn Head or Authorized Staff appointed by SDO.

5. Contractor will be issued only 3 (Three) Sub work orders at a time. He will be issued Fourth Sub Work Order only after the submission of Inventory sheet with sketch and material account statement for any of the three previously issued Sub Work Orders.

6.Account of material issued

6.1The successful bidder shall have to maintain accurate day to day item wise account of use of issued materials which shall be got checked from time to time by the Engineer In Charge of the Company. The contractor

will be responsible for custody and preserving the issued materials till the work is hand over by the contractor after completion.

6.2 The successful bidder has to maintain site register, covering all the daily details of material receipt and utilization, progress of work etc. This register shall be checked and signed by Engineer In Charge/Deputy /Executive Engineer, Sdn/Division during the site visit as per requirement and exigency of work if deem fit.

6.3 After completion of the work against each Sub Work Order, all the surplus materials issued by the PGVCL shall be returned by you to the respective divisional /Regional stores only at contractor's cost. Do not credit this material in S/Dn store.

7. Work Completion Period:

7.1 In the event of placement of order, successful bidder shall have to complete the ordered work within 365 Days from the Date of issue of Work Order.

7.2 Time limit of Each sub work order should not be maximum up to 60 Days. You shall have to complete the work as per the given time limit in sub order and if any work order/sub work order is delayed beyond 120 days from the eligible time limit mentioned and If you are failed to compete the work in this time period then you/firm is not eligible for further orders till all allotted works are finalized.

The time will be extended as per provision laid down in Delegation of Powers (Committee level) Clause no 5.0 Power relating to Contractors and sub clause no 5.5 B as “Extension of time limit for works contract if applied before or after the expiry of contract period with penalty plus applicable taxes (if any)”

7.3 WORKING DAYS: -

In case, it is not possible for the successful bidder to continue the work either due to heavy rains or other reasonable causes, such facts should be immediately brought to notice of the Engineer In Charge. If the reasons for stopping the work are genuine the Engineer In Charge may ask the successful bidder to start the work again as per condition. The period of such stoppage will not be considered as a part of working days moreover the successful bidder cannot claim compensation for such stoppage.

7.4 PROGRESS OF WORK

You will have to submit fortnightly progress report regularly in duplicate to Engineer In Charge and Executive Engineer PGVCL, Division Office _____. If found that the work is unsatisfactory or not progressing as per schedule then any action would be taken by the PGVCL as may deemed fit to see that work is completed at the risk and cost of contractor. The completion time allowed for each Sub work Order shall be strictly observed.

8. Time limit extension will be given, as per **Clause No. 10 of this section**, if material is not supplied in time and in any case of objection not cleared in time. But if materials given in time and there is no any objection, then no time limit extension will be granted and penalty plus applicable taxes (if any) will be imposed as per rules.

9. CHANGE OF QUANTITY

9.1 During the execution of the Contract, the PGVCL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such

variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 30% (Thirty Percept) of the contract price by way of suitable amendment to the contract.

9.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

9.3 As this is an EPC contract, engineering work will be done by the Contractor. Responsibility of material will be that of the contractor.

10. Penalty with GST:

10.1 Penalty plus applicable taxes (if any) is levied on the time limit of Sub Work Orders. If the work is not completed within the scheduled period as prescribed in Sub Work Order, penalty plus applicable taxes (if any) at the rate of 0.5 % per week or part thereof on delayed portion subject to maximum up to 10 % of the sub work order Value plus applicable taxes (if any). This will be deducted from the bills payable either against this contract or any bank guarantee or any other amount payable under any other contract with the PGVCL. For Penalty calculations or Time limit Extension, following points are to be observed.

10.2 Start Date of Sub Work Order for Penalty Calculation will be the Day/Date on which the first material is issued against the Sub Work Order.

10.3 If material is not available in respective stores then “NO STOCK” stamping by Store In-charge/Store Keeper must be taken against the particular item by the contractor.

10.4 In Case of non-availability of Material, contractor must visit the respective store every fortnight and no stock material details are to be submitted to respective Executive Engineer and concerned SDO.

10.5 TLE of Sub work order can be granted on the basis of above such documents produced by Contractor.

10.6 Time limit Extension must be given as per F & A Letter No. PGVCL/F&A/5083/14-06-2017 and PGVCL/F&A/745/11-06-2018.

10.7 At the time of submission of Bill against SWO, all such Documents are to be submitted by contractor for waiver of Penalty if applicable.

10.8 Time limit of Annual Work Order should be maximum up to 365 Days.

10.9 During the execution of Work, if Contractor/Labour are found violating OR Braking the Safety rules and Regulations, then Engineer-in-Charge will serve the **warning Notice** on **first Instance**. On **second Instance** the amount of Fine will be **Rs. 500.00 or 0.1 %** of amount of SWO (Whichever is high) plus applicable taxes (if any). Even If after above two instances, still Contractor found breaking of Safety Rules and Regulations then Procedures for Stop dealing must be initiated against him as per rules and regulations.

11. Payment terms shall be as follows:

- 11.1 Payment will be made against Invoice value and shall be paid against actual execution. The bills should be submitted in Duplicate to respective Superintending/Executive Engineer, Circle/Division Office along with following documents:
- Measurement Report of each site by PGVCL authorized inspection Officer (not below the rank of Deputy Engineer)
 - Material Accounting for work duly certified by Engineer-in-charge
 - Work Completion Certificate duly signed by Contractor for which the Bill is submitted.
 - Copy of Insurance Policy against the Material equivalent to the Order Value as per Tender Condition No. No.7 under this Section.
 - Contractor must submit the above documents within Fifteen (15) Days from the actual date of completion of work to respective S/dn Office.
 - DOP is to be followed for Payments against the Work Orders.
- 11.2 R.A. Bill shall be paid by the PGVCL, if it satisfy with the output of works otherwise only final bill shall be paid.
- 11.3 The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer In Charge depending upon emergency of work.

12. FORCE MAJEURE:

Force Majeure means any circumstances beyond the control of the parties including:

- 12.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 12.2 Rebellion, revolution, insurrection, military or usurped power and civil war;
- 12.3 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- 12.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- 12.5 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
- 12.6 If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- 12.7 Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.
- 12.8 If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of

the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

13 TESTING & COMMISSIONING:

The successful bidder will ensure that completion of execution of work i.e. all works connected with line having been completed correctly as per Indian Electricity Rules & procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out subsequently shall be set right with and by you at your own cost.

14 HANDING OVER OF ASSET

14.1 After successful completion of the lines and Transformers or any other electrical equipment the entire newly created network is to be handed over to the concern Deputy Engineer of PGVCL. The handing over note covering the details of all the materials used and total work executed must be signed jointly by the bidder and PGVCL Engineer. Copy of handing over note must be attached along with bill.

14.2 The contractor shall arrange to hand over the complete work immediately on completion of entire work.

15 Recovery

If some material/Item is not installed/fixed for allotted work and as per SOR by contractor due to non-availability of particular item/material for long period of time and TLE cannot be approved for that work beyond certain time limit Or such item if not required to be installed at particular location, then Recovery is to be made as mentioned below for not carrying out that work from SWO issued for that work.

➤ Empty Wooden Drum (Assorted Sizes) : Rs. 325.00 per Drum

All work other than above must be completed by contractor and No any other Recovery should be made other than above Work.

16. CONTRACT QUALITY ASSURANCE:

16.1 The Bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

16.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract. PGVCL reserve the right to inspect the work at any stage of contract i.e. during the execution and after the execution of work.

16.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items (if any) are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the PGVCL for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

17. TERMINATION OF CONTRACT ON PGVCL'S INITIATIVE

17.1 In case of any type of misappropriations, cheating or intention of cheating, frauds, irregularities, malpractice, etc. the Managing Director PGVCL reserves the right to cancel the order without giving reasons thereof and forfeit the security deposit.

- 17.2 The PGVCL reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The PGVCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 17.3 The Contractor upon receipt of such notice, as per point no.19.2 above, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the PGVCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist PGVCL in maintenance, protection, and disposition of the works acquired under the Contract by the PGVCL. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 17.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the PGVCL is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the PGVCL shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the PGVCL that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the PGVCL shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.
- 18. ARBITRATION:**
Any question, dispute or difference whatsoever arises between PGVCL and Bidder, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same shall be referred to the sole arbitration of a person nominated by Managing Director, PGVCL. This reference shall be governed by Indian Arbitration Act prevailing at the time of dispute and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the PGVCL or the Arbitrator directs otherwise.
- 19. SECRECY:**
The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of PGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by PGVCL only and no part or partial should be reproduced, copied or alter without prior permission to PGVCL in writing. In the event of the breach of this provision, PGVCL can claim the damages caused by such events.

20. Stop Dealing:

Bidder/Contractor shall be put under Stop Deal due to following reasons.

- 20.1 Has submitted fake, false or forged documents/certificates.
- 20.2 Has revised/withdrawn price bid after opening of Techno: commercial bid, until and unless it is sought for
- 20.3 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
- 20.4 Has committed breach of contract or has failed to perform a contract or has abandoned the contract
- 20.5 Has failed to provide suitable expertise for the work as per prescheduled program
- 20.6 Has failed to submit all the necessary Test reports/documents within time schedule / 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.
- 20.7 Has indulged in construction and erection of defective works.
- 20.8 Has substituted materials In lieu of materials supplied by the Company or has not returned or has short returned or has unauthorized disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by the Company.
- 20.9 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage
- 20.10 Has unauthorized obtained official company information or copies of documents, in relation to the Tender/Contract
- 20.11 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- 20.12 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
- 20.13 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting
- 20.14 *The firm, stop deal and/or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.*

21. Effect of putting a proprietor/firm for Stop dealing/Banned for business dealing are as below:

- 21.1 The proprietor/all the partners/directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing.
- 21.2 Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing in any Company of GUVNL and its Subsidiary Companies,
 - (i) No enquiry shall be issued to a firm.
 - (ii) No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- 21.3 Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing by GUVNL or any of its subsidiary Companies, during tender process: -
 - (i) Before opening Technical bids, the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.
 - (ii) After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Technical Bid.
 - (iii) After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue

of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.

- (iv) The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.

21.4 If a Firm is put on Stop dealing / Banned for business dealing in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.

21.5 The amount of EMD/SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.

21.6 The Stop dealing/ Banned for business dealing shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing for GUVNL and its Subsidiary Companies & for all Services of the Firm.

21.7 If the Firm placed on Stop Dealing/ Banned for business dealing is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing.

21.8 The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service from any Contractor for that Company only.

22. Every bidder should, at the time of submission of bid, give a declaration as per Annexure VI attached with this Tender, that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and its any Subsidiary Companies.

23. JURISDICTION:

All question, disputes, or differences arising under out of or in connection with Tender/Contract if concluded shall subject to the exclusive jurisdiction of the Court under whose Jurisdiction the place from which Tender/Acceptance if Tender is issued, is situated i.e. respective location's Court.

SCHEDULE - "C"

TERMS & CONDITIONS

1. Scope of Work:

- You have to attend breakdown calls whenever reported and rectification of fault, without any delay of receipt of information over telephone.
- Work of Fault detection & rectification of 11kv XLPE 185mm²/240mm² underground cable with the help of cable detection van as per instruction of engineer in charge Also Testing and Maggering of 11 KV Under Ground Cable
- The PGVCL reserved the right to terminate the contract if your service is found unsatisfactory and in that event, the amount paid as Security Deposit shall be forfeited and damage occurred on account of your fault shall also be recovered from you.
- In the event of any dispute regarding any clause of this contract the decision of the undersigned shall be final and binding on you.
- You have to work as per the instruction of In Charge Engineer. In addition, any dispute regarding time limit of detection and service, decision of undersigned will be final.
- The general terms & conditions of work contract prescribed by PGVCL shall be applicable in this case order is issued subject to the same.
- At the time of submission of bill, the copy of the fault card along with summary is to be submitted for which the fault is attended.
- Work carried out under the supervision of Engineer In Charge.
- If you fail to Attempt the Call within the time limit, and work carried out by other party after prescribe time limit then cost of this expense will be recover from your Bills.
- You have to follow the General Work policy implemented by GUVNL, in addition any amendment in General Work policy that may be done by GUVNL will also be binding to you.
- During the contract period, if any harm/damage occurs to any person/property due to the work, the contractor shall be responsible for the compensation for the said harm/damage to the concerned person/property.
- It includes attending unscheduled fault which may be registered on telephone (the Person must be available on phone on 24 X 7 basis & any change in contact details should be communicated to users immediately)

2. **Service Level:**

- Service level agreement (SLA)

To be attended	Call Type
24 Hrs	For service calls with Detection, Testing, Maggering And fault rectification

3. **Agreement Period:**

The tenderer shall undertake the Annual Work Contract for the period of 12 months (one year) commencing from date of agreement.

4. **Payment Terms:**

Payment will be made on receipt of Advance stamp receipt from you.

5. **Penalty:**

Failing of “Service Level Agreement (SLA)” will attract penalty as follow:

Call Type	Penalty per day (INR)
For service calls with Detection, Testing, Maggering And fault rectification	500/- plus applicable taxes (if any)

Annexure - I
Details of work experience in last three years
(To be completely filled by the Bidder)

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & date of the order	Work Order Value	Details of order

- Copies of MAJOR Work orders along with Work completion certificates should be attached with this information.
- If necessary, separate sheet may be used to submit the information

Tender for -----

Vendor registration No: - _____

Tender No: PGVCL/-----

Due On:-

Annexure - II

Details of Pending Orders as on Bidding Date
(To be completely filled by the Bidder)

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & date of the order	Work Order Value	Reason for non- completion with Certification of Order issuing Authority

- Copies of Resumes and appropriate certifications should be attached with this information.
- If necessary, separate sheet may be used to submit the information.

Tender for -----

Tender No: PGVCL/-----

Due On:-

ANNEXURE - III

DECLARATION

(Strike off whichever is not applicable)

This is to declare that Mr. /Ms. _____, employee of
PGVCL at _____ (place), is related to our
_____ (designation & name).

OR

This is to declare that none of the Proprietors/ Partners/ Directors are having any
relatives employed or working with Paschim Gujarat VijCo.Ltd.at any of its offices or its
parent Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat.

Date:

Sign. & Stamp of the Bidder

Annexure - IV

DEVIATION SHEET

Any deviations offered from the terms and conditions of the Offer should be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this page.

Deviation offered to Chapter No, Clause No. of the tender document	Deviation offered

Tender for -----

Tender No: PGVCL/-----

Due On:-

Annexure - V
List of Onsite Testing Facility (For the work of Laying of HT/LT Underground Cable)
(To be completely filled by the Bidder)

Sr. No.	Name of equipment	Date of purchase	Date of calibration	Utility

Tender for -----

Tender No: PGVCL/-----

Due On:-

Annexure-VI

Sub: -UNDERTAKING IN REGARD TO STOP DEAL/BLACK LIST THEREOF

Ref: - Tender No: PGVCL/ _____

All bidders will have to furnish the following undertaking duly filled in signed and stamped for each quoted item of the tender along with the Technical Bid.

I/We _____ authorized
signatory of M/s _____ hereby
certify that M/s _____ is not
stop deal/black listed by GUVNL and or any subsidiary companies viz.
PGVCL/UGVCL/DGVCL/PGVCL/GSECL/GETCO for the tendered item.

Annexure-VIII

List of Performance Certificate:

Sr. No.	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items
1	2	3	4

Tender for -----

Tender No: PGVCL/-----

Due On:-

Annexure-IX

**Details of Fatal/Non-Fatal Accidents Occurred To the Contractor Labours
during Last Five Years**

Sr. No.	Type Of Accident (Electrical/Mechanical)	Fatal/Nonfatal	Nos. of Affected Labour/s	Brief Reason for the Accident

Tender for Supply of-----

Tender No: PGVCL/-----

Due On:-

Date:
Sign & Stamp of the Bidder

On Firm's Letter Head

CERTIFICATE - "A"

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

- Seal of the Firm
- Place:
- Date:

Signature of the Tenderer
With Designation

E.M.D. BANK GUARANTEE FORMAT
FOR TENDER NO.:

APPENDIX - I

(Bank Guarantee on Non-Judicial Stamp Paper of Rs.300/-)

WHEREAS M/s. _____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (hereinafter called the 'Tenderer') wish to participate in the tender No. _____ for _____ of (Supply/ Erection/Supply & Erection Work) (Name of the material/equipment/Work) for _____ Paschim Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD) valid till _____ (Mention here date of validity of this Guarantee which will be **5 (FIVE)** months beyond initial validity of Tender's offer) which is required to be submitted by the tenderer along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and Unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd. or any officer authorized by it in this behalf any amount not exceeding Rs. _____ (Amount of E.M.D.), (Rupees _____) (In words) to the said Paschim Gujarat Vij Company Ltd. on behalf of the Tenderer.

We _____ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Paschim Gujarat Vij Company Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Mention here the date of validity of Bank) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the PGVCL.

"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. GUVNL or Subsidiaries). 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 hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (In words). Our Guarantee shall remain in force till _____ (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 the Bank's Authorized Signatory with Official Round Seal.
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NAME OF DESIGNATED BANKS:

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
- Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
- Co-operative Banks and Commercial Banks and recognized/notified by Government of Gujarat (GoG)

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

FORM OF BANKER'S UNDERTAKING (For SD)

(Bank Guarantee on Non-Judicial Stamp Paper of .100/-)

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding _____ (in words) Rupees _____ to the said Paschim Gujarat Vij Company Ltd. on behalf of M/s. _____ who have entered into a contract for the supply/works specified below

L.O.A. No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to 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 reasons whatsoever and our liability hereunder 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. GUVNL or Subsidiaries). 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 the Bank's Authorized Signatory with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
- Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
- Co-operative Banks and Commercial Banks and recognized/notified by Government of Gujarat (GoG)

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

AGREEMENT:

This agreement is made at _____ the ____ day of _____ month _____ Year between the **Paschim Gujarat Vij Company Ltd. & _____** (hereinafter referred to as “the Contractor “which expression shall unless excluded by or repugnant to the context included its successors or permit assigns) of the one part and the Paschim Gujarat Vij Company Ltd. Having its Regd. and Corporate Office at Laxminagar, Off Nanamava Road, Rajkot, 360004 (hereinafter called “The Company” which expression shall unless excluded by or repugnant of the context include its successors of assigns) of the other part.

Whereas the aforesaid Company has accepted the tender of the aforesaid contractor _____ for _____ the _____ work _____ of _____ as per

Company’s LOA No. _____, Dated _____, hereinafter called “The works and more particularly desorbed enumerated or referred to in the specifications, terms and

other letters and schedule of price which for the purpose of identification have been signed by The Superintending Engineer/Executive Engineer,, Circle/Division, PGVCL on behalf of the Company, a list where of is made out in the schedule here under written and all of which said documents are deemed to form part of this contract and include in the expression “The works “wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

And whereas the Company has accepted the tender of the contractors for the **Maintenance & Erection of HT / LT Line & T/C and Underground cable** up on the terms and subject to the conditions herein mentioned.

- 1.) The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein of therefore respectively or are reasonable necessary for the completion of the works as mentioned and at the time in the manner and subject to the terms conditions and stipulation contained in this contract and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid the company both hereby covenant with the contractor to pay all the claims of money as and when they become due and payable to the contractor under the provisions of the contract such payment to be made at such times in such manner as is provided by the contract.
- 2.) The conditions and covenant stipulation here in before in this contract are subject to and without prejudice to the right of the company to enforce for delay and or any other rights whatever including the right to reject and cancel on default or breach by the contract of the conditions and the covenant as stipulated in the general conditions specifications form Or tender schedule drawing etc. attached with the Company LOA No. _____, Dated _____.
- 3.) The Contractor will strictly follow the safety Rules and Regulations during the execution of aforesaid work. The Contractor will also provide all required Safety Gadgets to his Supervisors and labours to execute the work mentioned in Tender. On violating or breaking the Safety Rules and Regulations, and if Supervisors/Labours are found without Safety Gadgets, “The Company” reserves the right to take actions as per the terms and conditions mentioned in Tender without any prejudice.
- 4.) The Company reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled

‘Contractor’s Default’. The PGVCL shall in such an event give fifteen (15) days’ notice in writing to the Contractor of his decision to do so.

- 5.) The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Company, stop all further sub-contracting or purchasing activity related to the work terminated, and assist “The Company” in maintenance, protection, and disposition of the works acquired under the Contract by the Company. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 6.) If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless “the Company” is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract “the Company” shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor’s firm on account of the cancellation of the Contract. The decision of the Company that the legal representatives of the deceased Contractor or surviving partners of the Contractor’s firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor’s firm liable to damages for not completing the Contract.

The contract value extent of supply delivery dates, specifications as other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or constructed to mean and to effect or alter other terms and conditions of the contract and the contract so altered or revised shall be and shall always be deemed to have been subject without prejudice to and stipulation.

SCHEDULE

- 1.
- 2.
- 3.

In witness where of the parties here to have set their hands and seal this day and month year first above written.

1. Signed sealed and delivered by for and on

Behalf of the presence of name and address.

2. Signed sealed and delivered by for and on behalf

Of The Paschim Gujarat Vij Company Ltd