

PART: 1 - TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

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

- a. The contractor shall pay minimum prevailing rates per day or as may be specified here after or rates fixed under the **Minimum Wages Act**, whichever is higher. The wages of every contract labor 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 payment shall be distributed in the presence of management representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the representative of the Company. Any default will result in cancellation of contract forthwith or also the contract shall be paid punishable to the extent of Rs. 100/- fine per each day.
- b. The contractor shall give his telephone number and address to the Company so that in case of labor troubles etc. the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor shall keep himself present throughout the working hours.

02. LABOR LAWS

- a. Person below the age of 18 years shall not be employed for the work.
- b. No female worker shall be employed in the night shift between 7 P.M. to 6 A.M.
- c. Contractor shall maintain a valid Labor license under the contract Labor (Regulation and abolition) Act for employing necessary manpower to be required by him. It is liable to be terminated without assigning any reason.
- d. The contractor shall at his own expenses comply with Labor laws and keep the Company Indemnified in respective thereof. Some of the major liabilities under various Labor and industrial laws which the contractor shall comply with as under.
- e. Payment of contribution by way of employer's contribution towards provident fund. Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charge etc. at the rates made applicable from time to time by Government of Gujarat/Govt. of India or other statutory authority.
- f. Payment of deposit in respect of contract Labor at the rate as per admissible with the office of Commissioner of Labor as per the Contract Labor (Regulation and Abolition Act).
- g. License free as prescribed under the Contract Labor (Registration and abolition Act) and rules framed there under depending upon the number of workmen employed by the contractor.
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Signature of contractor

- i. 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.
- j. Identity Cards prescribed under the Factories Act with Photo affixed thereto the same identification.
- k. Payment of retrenchment compensation notice pay and other liabilities as per industrial deposit act any payment to the contractor's employees arising out of any claim or disputes under the Industrial Disputes Act 1947 or any other labor law.
- l. Payment of compensation in case accidental injury.
- m. Maternity leave as per the provisions of the Maternity Benefit Act. The above are some of the major liabilities of the contractor in addition to other liabilities. Prescribed under the various labor laws in force from time to time from statutory authorities like State Government/Government of India which the contractor shall have to comply with.
- n. Provision of crèche if the female labors employed are more than 30 nos.

03. PROVIDENT FUND & FAMILY PENSION SCHEME

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

04. DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit ½% of the wages in respect of employees who is a member of the Provident Fund as the contribution to the deposit. Linked Insurance Scheme with Regional Provident Fund Commissioner.

05. ADMINISTRATIVE CHARGES

The contract shall deposit administrative charges maintaining provident fund A/c with Regional Provident Fund Commissioner.

06. PAID LEAVE FACILITY

The contract shall provide paid leave facility at the rate of one day for every twenty days worked by the contract labor to his workers. He shall maintain leave reports/leave card for individual laborer which shall be duly verified and approved/certified by the authorized officer of the Company.

07. WORKMEN'S COMPENSATION FUND & EMPLOYERS LIABILITY INSURANCE

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

- 08. The contractor 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.

Signature of contractor

09. CONTRACTOR TO INDEMNIFY THE COMPANY

The contractor 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 inquiry 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.

10. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be effected for all the contractor's employee engaged in the performance of this contract if any of the work is subject the contractor shall require the sub-contractor to provide workmen's compensation and employers liability insurance for the latter's employees unless such employees are covered under the contractor's insurance.

11. The Company reserve the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.

12. The Company will be entitled to deduct directly from the bills to be paid to the contractor any sum or payable by you and which sum/sums the Company is required to pay as principal employer on account of your default in respect of all liabilities referred to in above clauses.

13. Also all contractors should ensure that all Labor Laws and Provisions of E.P.F. and M.P. Act – 1952 should be fulfilled in all respect strictly.

14. The PGVCL shall not be responsible for any accident/loss/damage to PGVCL's property or contractor's labors/ technician arising out of any accident (Electrical or Mechanical) during execution of this job.

15. COMPLETION PERIOD

The erection work must be completed in all respect within 2 years of placing of work order. Any delay in work execution will attract penalty as per terms of order.

16 If any agency is convicted in fraud case or is having civil suit is not eligible to take part in this tender/ limited inquiry.

17 Contractor should do this tender work for any scheme under any sub division of city 1 dn Bhavnagar as per instruction of Ex Eng. city divn 1.

18 Experience certificate of minimum 2 yrs to be attached with specified work order no /dt.

19 The officer , competent to dispose of the tender , shall have right to rejecting all or any of the tenders without assigning any reason thereof.

20. Video graphy and photo graphs of work carried out to be submit at the time of bill submission.

Signature of contractor

PART: 2 This cover shall be clearly marked qualification documents and contain all qualifications documents as under:

01. Attested copy of Memorandum of Association or partnership deed.
02. Attested copy of power of attorney if any for signing the bid documents.
03. Attested copy of latest solvency certificate (20 % amount of estimated cost) issued by Govt. or scheduled bank.
04. The bidder must possess experience of said work in considerable quantum. The clear certificate issued by Govt./Semi Govt. Organization will be considered for this purpose.
05. This cover shall be clearly marked "Percentage Rate Offer" and shall contain Schedule-B & condition of contract with duly filled in percentage rate offer.
06. The bidder must clearly quote percentage above or below the tender rate in figure as well as in words in **ONLINE PRICE BID**. 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.
07. In case of non SOR rate, Item wise rate should be mentioned and item wise rate will be consider for the lowest party.
08. 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.
09. The bidders are required to quote only firm percentage prices. No variation of price statutory or otherwise on raw materials or finished product on cause will be accepted.
10. The bidders should not that the completion of above mentioned works in all respect in accordance with the time limit given below is very important and should be strictly adhered to "completion in (Insert appropriate time limit) months from the date of issued of letter for commencement of the works by the field office.
11. The bids should be valid for a minimum period of 3 months from the date of opening, during this period no tender shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail for forfeiture of Earnest Money Deposit submitted with the tender.
12. The contractor shall have a separate provident fund code of RPFC and the Contractor who do not possess separate P.F. Code shall not be considered for acceptance of tender. Contractor has to submit such certificate showing separate P.F. Code along with tender.
13. **:: PAYMENT OF SECURITY DEPOSIT ::**
The contractor will have to pay the Security Deposit as 5% of the order value before placing the order. The Security Deposit will be refunded only after completion of guarantee period.
14. **:: SIGNING AGREEMENT ::**
The contractor will have to sign an agreement & indemnity bond as per Company's rules in the

Signature of contractor

- prescribed form of the P.G.V.C.L. The cost Rs.100.00 of the Stamp Paper will have to be borne by the contractor.
15. **Payment of Bills** : On submission of R.A. bill to the Executive Engineer of concern division office payment will be made as per prevailing company's rules. Total 4 bills (including final bill) will be allowed. The final bill to be submitted after completion of entire work in all respect. All the payments will be made by Executive Engineer of concern division office
Guarantee period : The guarantee period for the work shall be 1 year from the completion of the work. Any fault/defect will have to be rectified free of cost by the Agency within 24 Hrs. of intimation to the Contractor.
Service Tax : The rates quoted shall be excluding of Service Tax. However the amount of service tax paid will be reimbursed to the contractor on production of payment receipts.
16. **AVAILABILITY OF MATERIALS AND IDLE LABOR CHARGE** :
Materials are readily available and arrangement made to procure the rest. However, the contractor should be prepared to carry out the work as and when the materials are received. No idle labor charges will be paid by the PGVCL in case such occasion of idle labor arises, due to want of any materials.
17. 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.
18. The contract will be governed by the company as per works terms & conditions of the company.
19. **ACCOUNTING OF PGVCL MATERIALS** :
The contractor will be faulty answerable and responsible for all the material issued to him for the work by the PGVCL, any theft and loss of pilferage shall have to be borne by the contractor.
20. **PROGRESS OF WORK AND PENALTY** :
You will have to submit weekly progress report regularly in duplicate to Engineer In Charge and Executive Engineer of concern 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 shall be strictly observed. If the work is not completed within the scheduled period, penalty at the rate of 0.5% per week or on total contract value subject to the maximum of 10% of the total contract value will be levied. 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
21. Contractor will not be allowed to work after working hours except in special case, if any.
22. The contractor 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 contractor will be solely responsible for labor claims arising out of the labor employed for this job.
23. The tenderer 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.
24. The tenderer will abide by and fulfill at 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

Signature of contractor

- S.D. or any other action as may be decided by Executive Engineer Bhavnagar City 1 Divn,
25. The contractor has to co-ordinate and co-operate fully with Engineer In Charge and for execution of the works.
 26. In case of any dispute doubt, the decision of Executive Engineer, PGVCL, City 1 Divn Office, Bhavnagar shall be unchallengeable and final , which will be binding to the contractor.
 27. The quantum of work as mentioned in Estimate Schedule-“B” is tentative and it can differ as per site condition. The payment shall be made only on actual work executed.
 28. Security Deposit will be refunded after completion of guaranteed period.
 29. 10% retention money will be deducted from each R.A. Bills and each R.A. Bill may be recorded for more than amount of 35% of order value.
 30. All legal complication of disputes are subject to **Bhavnagar** jurisdiction only.
 31. No higher rate or revised rate will be application for the work, if work is held-up/ closed due to whatever so reasons.
 32. R.A. Bill shall be paid by the PGVCL, if it satisfy with the output of works otherwise only final bill shall be paid.
 33. 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.
 34. The contractor has to remain in closed contact with Engineer In Charge of work who in turn shall issue detailed instruction for the commencement of the work.
 35. The contractor has to maintain site register covering all aspects of material received/utilized for day to day work and has to obtain signature of Engineer In Charge.
 36. 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.
 37. Contractor will abide by and fulfill all the terms and conditions and general terms and condition of the contract for works as per company's rules.
 38. The contractor will be solely responsible for any accident/damage either to equipments or any human being during the time of execution of work.
 39. All other general terms and conditions as prevailing in the PGVCL shall be applicable to this work contract.
 40. Either you or your authorized person should contact our Engineer In Charge as well as Executive Engineer of concern division office daily for this work, failing to which this work order shall be terminated without giving any notice.
 41. Prior institution in writing for starting the job will be given by PGVCL for the work.
 42. Contractor will have to make his own arrangement for required all kinds of tools, tackles, required for the execution of work.
 43. The cost of damages, if any will be recovered from the Contractor'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 contractor and shall be considered as final and

Signature of contractor

- unchallengeable.
44. The contractor will have to give indemnity bond to PGVCL against any possible claim of compensation for damage to Contractor's equipments or staff or any of third parties during the execution of work.
 45. The Contractor will have to complete entire job as per directive and instruction of Engineer In Charge. If he fails to do so entire work will be carried out at the risk and cost of Contractor.
 46. The contractor must engage sufficient knowledgeable person round the clock, exclusively for execution of work.
 47. The tender shall be issued to only experienced contractor who has complied such job of similar nature and magnitude satisfactorily in time. However, issuance of blank tender, will does not qualifies the renderer to offer the bid.
 48. The Contractor 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 Contractor 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 Superintending Engineer, Bhavnagar Circle Bhavnagar shall be binding on the Contractor.
 49. After completion of the work, all the surplus materials issued by the PGVCL shall be returned by you to the respective Sdn. of the PGVCL as per instruction of Engineer In Charge at your cost.
 50. Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
 51. The PGVCL shall deduct the Income-Tax and other taxes as per prevailing rules of all relevant Govt. Authorities from the bill.
 52. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which Company shall be at liable to deduct the amount of revenue loss due to prolong outage.
 53. 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.
 54. The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer In Charge.
 55. 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.
 56. The contractor has to carry out all the works in accordance with revised and latest provision under I.T. Rule Act made there under and as per instruction of Engineer In Charge.
 57. The S.S.I. industries will be exempted from the payment of Earnest Money Deposit provided a competency certificate is issued by the Regional Division Officer of the National Small Scale

Signature of contractor

- Industries Corporation to the effect that the firm is capable of executing the order.
58. All the materials issued by PGVCL shall be transported to the work site in 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.
59. Any delay causing extension of outages shall be contractor's responsibility and appropriate amount (in term of Indian Rupees) as decided by Executive Engineer of concern division office shall be recovered from contractor's bill as a penalty.
60. The Superintending Engineer, Circle Office, Bhavnagar, reserve rights to reject any or all the tenders without assigning any reasons thereof. Issuance of blank tender does not automatically qualifies the tenderers for award.
61. No tools, tackles, manpower, crane facilities etc. will be provided by the PGVCL.
62. The contractor has to follow all labor 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's shall be sole responsibility of the contractor.
63. The compliances of all Central / State Govt. Rules, safety and insurance rules etc. and that of local body is a must condition for the agency.
64. The bidder shall specifically note that PGVCL will not pay any extra amount towards any type of claim except for the description indicated in Schedule –B. The party has to carry out all other additional required activities / 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.
65. **:: GENERAL ::**
- (a) Electricity Rules:-** All the works shall be carried out in accordance with latest rules under Electricity Act.- 2003
- (b) Testing:-** After completion of work execution required Tests are to be taken in presence of Engineer In Charge.
- (c) The interpretation of specifications doubts etc.:-** In case of any doubts about what is mentioned in specification or schedule of elsewhere, the tenderer should get all doubts cleared from the Department in writing and in advance before filling in the tender. In case of difference of opinion about interpretation of specification etc. the decision of Executive Engineer Bhavnagar City 1 Divn Bhavnagar will be final and shall be binding to the contractor.
66. **(d) Account of material issued :-** The contractor 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.
- (e)** The contractor 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 and Executive Engineer Bhavnagar City 1 Divn during the site visit as per requirement and exigency of work if deem fit. The erection work should be carried out according to the

Signature of contractor

- specification and as per instruction and program laid out by the Engineer In Charge of the work.
67. The quantities mentioned in the accompanying schedule are only approximate. Actual quantities will be decided after detailed survey and the same may decrease or increase according to the site conditions, the department reserves the right for revising or omitting any of the quantities. The quantities actually executed by the contractor will be calculated at the rate given in the contract schedule of the rates binding to the contractor.
68. The tenders shall remain open for acceptance at least for a period of 90 days from the date of opening of tenders for processing the work order. PGVCL does not bind itself to accept the lower or any tender. The Executive Engineer Bhavnagar City 1 Divn reserves the right to reject any or all tender without assigning any reasons whatsoever.
- 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. 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. 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.
69. **WORKING DAYS:** - In case, it is not possible for the contractor 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 contractor 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 contractor can not claim compensation for such stoppage. As regard damages to the materials, equipments, contractor 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.
70. The Contractor shall co-operate with the PGVCL for taking measurement etc. as early as possible and he shall fulfill the entire requirement which is necessary to finalize the accounts.
71. 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.
72. Time limit extension will be given if in any case of objection not cleared in time but without any genuine reason, no time limit extension will be granted and penalty will be imposed as per rules.
73. The contractor 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.
74. **TESTING & COMMISSIONING:** - You 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.
75. 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's as per standard norms

Signature of contractor

PART : 3 TENDER SPECIFICATIONS

The technical scrutiny committee of PGVCL shall evaluate the techno-commercial view of the tender. PGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their service.

Incomplete bids, amendments and additions to bids after opening of the bids will be ignored out rightly

01. E.M.D. :

- a. **The estimated cost of tender items is notified in the tender notice. Tenderer has to pay EMD @1% of the cost of all their quoted Items.**
- b. Small Scale Industries will, however, be considered for exemption from payment of EMD subject to furnishing of the authenticated **notary certified copy** of the certificate of Registration with Small Scale Industries.
- c. **The SSI / NSIC certificate should indicate the manufacture of items offered under this tender. Provisional SSI Registration Certificates are NOT allowed.**
- d. Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D.No Interest will be allowed against payment of E.M.D.

02. TENDER FEES :

- a. Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft/Cash; otherwise offer will be ignored out rightly. **Indian Postal Orders (IPO's) & Cheques are not acceptable.** Demand Draft should be in the name of the **"Paschim Gujarat Vij Co. Ltd."**, Payable at Bhavnagar. The envelope shall be addressed to the Executive Engineer, City 1 Divn Office, Bhavnagar and PGVCL will not be responsible for the transit loss or misplacement. Alternatively, the tenderers can pay the tender fee in CASH, PGVCL, City 1 Divn Office Bhavnagar – Cash counter and enclosed the original Money receipt in the EMD Cover.
- b. **Tender fee Demand Draft / Original Money fee receipt must be kept in the cover of EMD; otherwise supplier's offer is liable to be rejected.**

03. IMPORTANT:-

- a. Both the bids technical and price bid should be submitted simultaneously along with separate EMD cover in the respective envelopes and super scribed accordingly (duly sealed), **So as to reach this office not later than on due Date and Time as specified in the tender notice through RPAD / Speed post only.**
- b. Please note, that any bid, technical or price bid and Telegraphic or short offers / bids received after the due date and time will not be accepted and the offer will be ignored out rightly. **NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED.**

04. POST TENDER CORRESPONDENCE / ENQUIRIES:-

After opening of Technical Bid, if required further correspondence can be done with bidders for more carity and better competition.

05. JURIDICTION :

Signature of contractor with stamp affixed

Executive Engineer (O&M)
PGVCL, City 1 Divn Office, Bhavnagar

All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Bhavnagar

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

Signature of contractor with stamp affixed

Executive Engineer (O&M)
PGVCL, Office, Bhavnagar

Signature of contractor