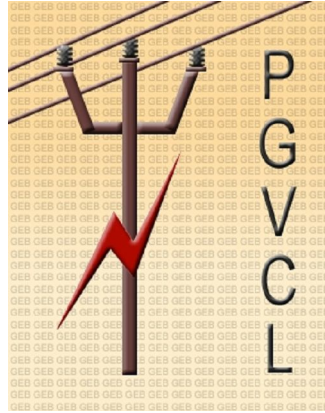


PASCHIM GUJARAT VIJ CO. LTD

REGD CORPORATE OFFICE, NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-360004



VOLUME - I TENDER DOCUMENT

FOR

**HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI
MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG
WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER
VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES
UNDER 10 CIRCLES).**

TENDER DOCUMENT

No.PGVCL/CVO/GR.CELL/VEHICLE/10-PACKAGE/25

Signature of Tenderer

Company's Round Seal

Date

Place



TENDER NO.PGVCL/CVO/GR.CELL/VEHICLE/10-PACKAGE/25

Sub: HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

Chief Engineer (Project) invites "On line Tenders" HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES). Tender Papers & Specifications may be down loaded from Web site <https://pgvcl.nprocure.com> (For view, down load and on line submission) and PGVCL web site www.pgvcl.com (For view & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. All the relevant documents of tenders to be submitted physically will be received only by registered Post A.D. or Speed Post addressed to The Chief Engineer (Project), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, Nana Mava Main Road, Laxminagar, Rajkot – 360004. "NO COURIER SERVICE OR HAND DELIVERY" will be allowed. **Price bids to be submitted ON LINE only.**

Sr. No.	Description	
1	Tender No.:	No.PGVCL/CVO/GR.CELL/VEHICLE/10-PACKAGE/25
2	HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).	
3	Tender Fee in Rs. (non refundable)	Rs. 5000/- for each packages.
4	Estimated cost in Rs. (in lakhs)	As per attached schedule
5	Earnest Money Deposit amount in Rs.	1% of Tender Amount for each Package.
6	On line (e-tendering) tender / offer submission last date up to 18:00 hours only (This is mandatory)	24-01-2012
7	Physical submission of all the relevant Documents, last date up to 18:00 hours. By RPAD or SPEED POST only	24-01-2012
8	Date of opening of Tender fee , EMD cover and technical bid physical as well as on – line opening at 11.00 Hours (if possible)	25-01-2012
9	Date of on – line opening of Price bid, (if possible), at 11.00 Hours	27-01-2012

Signature of Tenderer

Company's Round Seal

Date

Place

IMPORTANT:

(1) All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on or before due date and time. All such documents should be strictly submitted by RPAD/speed post along with e-Tendering only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(2) Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

(3) Any bidder can participate for **minimum one Package** covered under this tender.

(4) The Price Bid is to be submitted ON LINE only where as Technical Bid is to be submitted in both the forms i.e. On Line as well as Physical.

Note:- Bidders are requested to submit price – bid (Schedule – B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the CHIEF ENGINEER (Project), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVA MAIN ROAD, RAJKOT-360004.

PGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

Chief Engineer (Project)

Signature of Tenderer

Company's Round Seal

Date

Place

Schedule of Packages covered under this tender:

Package No.	Name of Circle	Name of Package	Nos of Vehicle to be hired	Estimated Cost Rs. In Lacs.	EMD Amount Rs. In Lacs.
1	Rajkot Rural	RRC	13	82.68	0.83
2	Morbi	MRB	9	57.24	0.58
3	Porbandar	PBR	7	44.52	0.45
4	Junagadh	JND	10	63.60	0.64
5	Jamnagar	JMN	15	95.40	0.96
6	Bhuj	BHJ	12	76.32	0.77
7	Surendranagar	SNR	10	63.60	0.64
8	Bhavnagar	BVN	8	50.88	0.51
9	Botad	BTD	5	31.80	0.32
10	Amreli	AMR	13	82.68	0.83
Total Estimated Cost Rs. In Lacs.			102	648.72	

PGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

Chief Engineer (Project)

Signature of Tenderer

Company's Round Seal

Date

Place

Download Tender Documents in (PDF Format) which consists of:

1. Volume – I: Commercial Terms & Conditions, Scope of work, Vehicle Specifications.

The price bid is to be submitted Online only.

To view the PDF file please use “Acrobat Reader” soft ware which can be downloaded from “Adobe” website

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Signature of Tenderer

Company's Round Seal

Date

Place

TENDER SPECIFICATION NO. : PGVCL/CVO/GR.CELL/VEHICLE/10-PACKAGE/25

SUB: - HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

In connection with the above subject, I / We confirm the following:

- 1 I/We the undersigned have read and examined the Tender Document NO. PGVCL/CVO/GR.CELL/VEHICLE/10-PACKAGE/25 for HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).**
- 2 I/We declare that our offer is strictly in line with Tender Specification and there is no deviation. Further, I/We also agree that additional conditions/deviations, if any, found in bid, the offer shall be out rightly rejected without assigning any reason thereof.**
- 3 I/We hereby submit our bid and undertake to keep our bid valid for a period of 120 days from the date of opening of bid. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/ our bid.**

This undertaking is in consideration of PGVCL agreeing to open my bid and consider and evaluate the same for the purposes of award of work in terms of provisions of clause entitled "Award of Contract" of contract in the bid documents.
Should this bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned bid documents.

Signature along with Seal of Co.

(Duly authorized to sign the Tender
On behalf of the Company)

Name: _____

Designation: _____

Name of Co. _____

(In block letters)

Witness:

Signature _____

Date _____

Name & Address _____

Date & Postal Address

Telegraphic Address:

E Mail Address:

Telephone No. _____

Telex No. _____

Signature of Tenderer

Company's Round Seal

Date

Place

PASCHIM GUJARAT VIJ COMPANY LTD.

SPECIAL INSTRUCTION TO THE BIDDER

- 1 Tender fee is Non refundable.
- 2 The Bidders shall have to submit the Tender duly filled in without any additions / alterations, **by R.P.AD. or Speed Post along with on line submission only.**

The Bidders are forbidden from furnishing their own printed / typed commercial and other terms and conditions.

- 3 The Bidders shall specifically note that the Tenders are invited on ITEM RATE basis only. However tender evaluation will be done on Total Tender Amount.

- 4 The Bidders shall specifically note that the quantities mentioned in the Tender are likely to vary as per the actual requirement / work involved. As such, the successful Bidders shall have to execute the work at the same rates of the order for the changed / increased quantities, if any, without any extra compensation whatsoever.

- 5 The Bidders shall have to submit complete bounded sets of their offer.

- 6 The Bidders will ensure submission of the Tenders duly filled in before the due date and time, by R.P.A.D. or Speed Post along with e-Tender only. Offer by Hand Delivery or By Courier will not be accepted.

<ol style="list-style-type: none">7 IF BIDDER HAVE PAID TENDER FEE BEFORE OPENING OF THE TENDER. THE COPY OF MONEY RECEIPT SHOULD BE ENCLOSED IN THE EMD COVER AS FIRST PAGE AND THEN DOCUMENT FOR EMD TO BE ENCLOSED.

- 8 Bidders are not allowed to transfer their offer to other firm who have not purchased the tender document nor to the firms who have purchased the tender document.

- 9 The materials to be used for the work covered under this tender must be as per the technical specifications given in the attached annexure.

- 10 The bidder can participate for any numbers of Packages of Tenders.

SIGNATURE AND SEAL OF BIDDER

Signature of Tenderer

Company's Round Seal

Date

Place

DETAILS REQUIRED TO BE FURNISHED BY THE BIDDERS

SR NO	PARTICULAR	Yes/ No
1	Whether the Bidders submitted is on Item Rate basis as called for.	YES / NO
2-a	Whether the tender excluding Price Bid is submitted in both forms i.e. on line and physical form.	YES / NO
2-b	Whether price bid is submitted on line only.	YES / NO
3	Whether all pages of Tender Specifications / offer are sealed and signed by the Bidders.	YES / NO
4-a	Whether Tender fee is paid by DD/Cash	YES / NO
4-b	In case of Yes, please furnish details M.R. No. & Date	YES / NO
4-c	Whether EMD paid	YES / NO
4-d	In case of Yes, please furnish details (D.D./B.G./Cash)	
5.a	Whether bidder is a regular contractor	YES / NO
5.b	Whether experience certificate submitted	YES / NO
5.c	Whether performance certificate submitted	YES / NO
6	Whether following documents of Section – VII part B are submitted	YES / NO
6-a	Human Resources details	YES / NO
6-b	Financial capability	YES / NO
6-c	Last three years audited annual account	YES / NO
6-d	Company's Article Of Association	YES / NO
6-e	Details of Partners / Directors	YES / NO
6-f	B.R. / P.A. Authorizing Person to sign on behalf of firm	YES / NO

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION – I -

1. QUALIFYING REQUIREMENT OF THE BIDDERS:

1.1 This bidding is open to contractor who provides satisfactory evidence that he:

- a. **Must be qualified contractor** who regularly undertakes the projects of this type and has adequate knowledge and practical experience. They must have experience of execution of at least 20% of the total quantities covered in respective package of tender.
- b. Does not anticipate change in the ownership during the proposed period of work. (if such a change is anticipated, the scope and effect thereof shall be defined):
- c. Annual minimum turnover should be 20% of the sum total of amount of packages they are participating. If the bidder is participating in two packages then sum total of amount of two packages to be considered. Turnover of only relevant work will be considered.
- d. Has adequate financial stability and status to meet the financial obligations pursuant to the scope of the works. The bidders should submit at least 3 years of their profit and loss account and balance sheet for the last Three years duly audited.
- e. has adequate capacity to perform the entire works properly and expeditiously within the time period specified. The evident shall consist of written details of capabilities and present commitments (excluding the work under this specification) of the bidder or his principal.

1.2 In addition, the qualifying requirements stated in the accompanying specifications/Brochure for the works shall also apply.

1.3 The above stated requirements are a minimum and the PGVCL reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of the PGVCL, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.

1.4 The bidder should have valid PAN No, EPF Registration, ESI registration, Service Tax Registration, Tax registration, sale tax registration and workman compensation in addition to other statutory compliances. Copy of registration to be submitted. In case bidder is not having these details, bidder to give the undertaking that it will be obtained by them before the start of works at site or suitable sub- contractor with approval of PGVCL having the suitable statutory compliances and documents shall be engaged for execution of these works where copy of valid details shall be submitted to PGVCL before start of works.

1.5 The bidder must apprise himself of the laws of the land & other local bodies, all other statutory requirements and abide by such laws/rules/ regulations concerning his works. Bidder will have to furnish the undertaking for the same. Any lapse on this account shall give the PGVCL right to penalize

Signature of Tenderer

Company's Round Seal

Date

Place

the successful bidder on its sole discretion and prosecution for which bidder shall be solely responsible.

- 1.6 SOLVENCY: Bidder will have to submit latest solvency certificate equivalent to 25% of sum total of amount of packages they are participating from scheduled Bank as per prevailing Govt. Gujarat Norms. If the bidder is participating in two packages then sum total of amount of two packages to be considered
- 1.7 Any kind of Joint Venture, tie-up, affiliation, association or collaboration among more than one entity will not be entertained. The bidder should be capable to stand alone for execution this project.
- 1.8 The vehicle to be provided by contractor shall be registered with the RTO as a Taxi and shall not be a private car. Passenger permit of vehicle shall not be less than 4+1 as per norms of RTO.
- 1.9 The year of manufacture & registration of the vehicle to be provided by contractor shall not be older than two year from the date of tender opening. If a bidder does not possess a vehicle fulfilling the above criterion, at the time of making his bid, he can mention this fact in his bid. However, he shall be required to purchase the car meeting the specifications as desired in this tender document within 30 days from the date of award of the contract & provide all the necessary information/documents as a proof.

For all the above, attested documentary evidence should be furnished.

2. EVALUATION AND COMPARISION OF TENDERS

- 2.1 Generally the bids received and accepted 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.
- 2.2 Bid price shall mean the bid price quoted by each bidder in his bid for the complete scope of works. i.e. sum total of amount quoted for all the items will be considered for comparison of price bids.
- 2.3 Bids will be opened as per the details prescribed in the event calendar.
- 2.4 Bids without EMD (Earnest Money Deposit) of required amount in prescribed form, will not be proceeded with further.
- 2.5 The salient particulars of the techno commercial bid will be read out at the sole discretion of PGVCL.

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION – II - SPECIAL CONDITION OF CONTRACTS

1. Unlawful Activities

The contractor shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the Scope of the present General condition of the contract or Not) subversive of the PGVCL's interest falling which appropriate action(legal or otherwise) may be taken against the contractor by the PGVCL, in accordance with the terms of the present general condition of the contract

2. Deployment of Work Force

Contractor shall deploy drivers, as considered necessary by PGVCL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to PGVCL. Female employees shall not be deployed beyond normal working hours/ days and no child labour shall ever be deployed. Contractor shall depute full time qualified and experienced drivers. Contractor's employees deployed for the works under this contract will not be considered in Company's employment at any time. Contractor shall continue to be responsible for all such employees, their safety, all type of statutory compliances related thereto and in any other manner whatsoever. The PGVCL will stands indemnified by the Contractor in respect of all the above. At the same time PGVCL upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risk and cost of the Contractor.

Contractor shall submit duly signed undertaking regarding engagement of drivers to Engineer-in-charge in the Format attached as Annexure.

3. Replacement

PGVCL has right to instruct the Contractor to change drivers for the vehicles which are provided under this contract.

4. Assignment or Subcontracting

Contractor shall not assign in part or otherwise any portion of this contract. No work shall be subcontracted. The contractor should also ensure that sub contractor or any of the personnel deployed is not an employee of PGVCL. Also if any Ex-Employee of PGVCL is deployed, specific written permission of PGVCL shall be obtained by the Contractor.

5. Suspension of Works

In the event of any reason, if work under this contract is suspended on the instructions of the company, extension of the time may be considered by the PGVCL on merit and on the written

Signature of Tenderer

Company's Round Seal

Date

Place

request of the Contractor and entirely at the company's sole discretion only. No claim for any compensation on this account will ever be entertained.

6. Cancellation

Company reserves the right to cancel, at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance, without assigning any reasons and without any compensation to the Contractors.

7. Unsatisfactory Performance/ Termination

In the event of Contractor not being in a position to execute the contract or any part thereof, to the company's satisfaction, or any other similar reason, the company will be entitled to make alternative arrangements to complete the work at Contractor's costs, risks and responsibility and/or terminate the contract at its sole discretion, and claim damages as deemed fit by the PGVCL.

8. Damages to Properties etc.

PGVCL is neither responsible nor liable to pay any compensation for injury/death caused to contractor's operating staff in the event of any accident while on PGVCL duty. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.

In case of injury or loss of life to our staff while traveling in Contractor's vehicle, contractor shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their legal heirs depending upon the merits of each individual case. Insurance claim & settlement shall be time bound and the sole responsibility of the contractor. In case of any third party claim against PGVCL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify PGVCL to the extent of all claims and expenses. Besides normal insurance for the staff/passenger, the contractor shall arrange additional insurance, open coverage policy for the entire period of agreement. In case of any loss or damage to luggage of staff traveling in Vehicle, staff must be suitably compensated.

9. Permissions etc.

The contractor will work as per the instruction of the Engineer-in-Charge. The Contractor shall ensure all necessary compliances/ precautions before commencing the work. The Contractor shall responsible to fully meet requirements of any/all civil/ Govt. agencies to the extent applicable or required, during the course of execution of contract. In the event of any penalty/levy etc. if imposed upon the company, by such agencies, for the reasons attributable to the Contractor, same shall be chargeable back to the Contractor by the Company. Contractor shall fully indemnify the Company in this regard.

Signature of Tenderer

Company's Round Seal

Date

Place

10. **Company's Right to use Works**

If taking work is delayed for any reason, for which PGVCL's decision shall be final and binding upon the Contractor, the PGVCL shall be entitled to use the works or portion thereof without affecting Contractor's responsibility and liability to complete the balance works as per Company's directives from time to time, though Contractor shall be afforded reasonable opportunity by the PGVCL to enable Contractor to complete all balance works required for issuance of Taking Over Certificate by the Company.

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION – III - TENDER DETAILS:

1. DEFINITION:

- The "PGVCL" shall mean the 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.
- 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.
- 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.
- The "Specification" shall mean the tender forming a part of the contract along with proforma, schedules and drawings.
- The "Order" shall mean the official letter issued by the PGVCL, informing the bidder that his tender has been accepted.
- 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.
- The "EMD" shall mean Earnest Money Deposit.
- 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.
- The "Guarantee Period" shall mean the period during which the Contractor shall remain liable for replacement / repair and maintenance of any defective parts / work – performed by the Contractor under the contract.
- The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.
- The "Work" shall mean activities to carry out work under this contract at site.
- "Notice of Award of Contract/Letter of Award" shall mean the official notice issued by the PGVCL notifying the contractor that his bid has been accepted.
- "Date of Contract" Shall mean the date on which notice of award of contract /Letter of award has been issued.
- "Month" shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- "A Week" shall men the continuous period of seven days.

Signature of Tenderer

Company's Round Seal

Date

Place

2. INVITATION OF TENDER:

The CHIEF ENGINEER (Project), PGVCL for and on behalf of "PASCHIM GUJARAT VIJ COMPANY LTD.", having its Corporate Office at, Nanamava Main Road, Laxminagar Rajkot – 360 004, hereafter called the "PGVCL" intends to INVITE Tender for HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

2.1 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected.

2.2 The works referred herein shall cover the entire scope of the Tender which include HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

2.3 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.

2.4 Documents towards payment of tender fee and earnest money deposit (EMD) should be kept in the EMD cover only. First the EMD cover will be opened in the presence of the authorized representative of bidder and if the documents towards payment of tender fee and EMD are found in order then only cover containing technical bid will be opened first. All those who are found technically competent to carry out the job will be considered as qualified bidders and only their financial bid will be opened.

3. TENDER INFORMATION:

The tender incorporate the HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

4. SCOPE OF THE TENDER:

4.1 The scope of the tender for HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES) as per Section-VII of Tender document.

4.2 Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected. PGVCL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

Signature of Tenderer

Company's Round Seal

Date

Place

4.3 List of FAULT CENTER /MINI MAINTENANCE Gang's Head quarters covered under this tender is listed in separate Annexure. PGVCL has right to change hired vehicles Head quarter depending of exigency of work.

Interested bidders may obtain further information, if needed, from the office of the CHIEF ENGINEER (Project), PGVCL, Corporate Office, Rajkot.

5. Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive.
- a) Bid Guarantee.
 - b) Price basis and payment.
 - c) Security Deposit.
 - d) Penalty for delay in completion.
 - e) Payment.

6. BID PRICE

The bidder shall quote in the appropriate schedule of bid form on Item Rate for entire scope of the works. However, the tender evaluation will be done on Total tender amount quoted for relevant package.

7. AMENDMENT of TENDER

- 7.1 At any time prior to the deadline for submission of bids, 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.
- 7.2 The amendment will be notified on Website. PGVCL will bear no responsibility or liability arising out of non compliance of the same in time or otherwise.
- 7.3 In order to afford prospective bidder's reasonable time in which to take the amendment into account in preparing their bids.
- 7.4 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.

8. SUBMISSION OF TENDERS.

- 8.1 The Bidders must ensure that all the schedules 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 competent authority 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.

Signature of Tenderer

Company's Round Seal

Date

Place

- 8.2 The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition the left hand corner of the envelope or container should indicate the specification Number and the bid opening date and time.
- 8.3 The bids will be opened at the time and date set for opening of bids, if possible. Bidder's authorized representatives (up to two persons) may attend the bid opening.
- 8.4 The Bidder has to send the offer by RPAD or speed post only, so as to reach by the date and time indicated. Bids submitted through Courier and hand delivery will not be accepted.
- 8.5 Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.
- 8.6 The PGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.
- 8.7 Cover of the Bid must indicate the Name and Number of the Package mentioned in schedule of Packages for which bidder is participating.
- 8.8 Bidder can participate for minimum one Package covered under this tender.

The Price Bid is to be submitted ON LINE only separately for each package for which bidder is participating where as Technical Bid is to be submitted in both the forms i.e. On Line as well as Physical. If bidder is participating in two packages, even then they have to submit only one hard copy of technical bid.

Note:- Bidders are requested to submit price – bid (Schedule – B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.

9. REJECTION OF TENDER:

- 9.1 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. 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.
- 9.2 The offer is liable to be out rightly rejected in case the bidding schedules are not filled and if the prices and particulars are not given in format prescribed in the tender documents.
- 9.3 Further the offer is liable summarily rejected if it contains.
 - a) Different rates for the same items i.e. Rates should be quoted in the single slab only.
 - b) Deviation/Addition/Alternations/Omissions in bidding schedules.
 - c) Deviation and contradictions to the terms and conditions specified in this tender.
 - d) Offer with any change suggested in price pattern will be out rightly rejected.
 - e) Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

Signature of Tenderer

Company's Round Seal

Date

Place

10. 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.

11. SIGNATURE OF BIDDER

- 11.1 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.
- 11.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative(s).
- 11.3 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.
- 11.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.
- 11.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 11.6 The Bidder's name stated on the tender shall be exact legal name of the firm.
- 11.7 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.
- 11.8 Bids not conforming to the above requirements of signing shall be disqualified.

12. DOCUMENTS COMPRISING THE TENDER

- 12.1 The bidder should submit the required information asked in prescribed Performa containing in Tender documents.
- 12.2 Oral statements made by the bidders at any time regarding quality, quantity or arrangement of the materials or any other matter will not be considered.
- 12.3 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder
- 12.4 The bidders shall complete the tender inclusive of price bid, Technical data requirement as given below:
- a) Instruction to bidders
 - b) General Terms & condition & Vehicle Specifications

Signature of Tenderer

Company's Round Seal

Date

Place

12.5 The bidder shall also submit documentary evidence to establish that the bidder meets the qualification requirement

13. POLICY FOR BIDS UNDER CONSIDERATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the PGVCL to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the PGVCL and/ or his employees/ representatives on matters related to the bids under consideration. The PGVCL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

14. EFFECT AND VALIDITY OF TENDER

14.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim, against PGVCL for rejection of his bid. The PGVCL shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the PGVCL.

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

14.3 PGVCL may ask for extension in validity period. The bidder will be at liberty to accept it or not.

15. CHECK LIST

The bidders are requested to duly fill in the check list enclosed as a details required to be furnished by the Bidders in tender documents. This check list gives only certain important items, to facilities the bidder to make sure that the necessary data/information is provided by him in his tender. This however, does not relieve the bidder of his responsibility to make sure that his tender is otherwise complete in all respects.

16. SCHEDULE PRICE BID:

16.1 BIDDER is requested to offer the work for complete work. No part work to be offered and if offered same will not be considered. Prices on ITEM RATE basis to be quoted for work offered in SCHEDULE – PRICE BID.

16.2 The prices quoted shall be inclusive of Excise Duty, VAT, Octroi, freight, insurance, works contract tax, service tax etc and net after considering Modvat.

16.3 No price variation shall be allowed.

16.4 No statutory upward variation levied in Excise Duty, Sales-tax, Octroi, etc., shall be payable.

16.5 The rate quoted shall be inclusive of freight, transportation, loading, unloading, transportation to the site, insurance covering loss / damage due to theft, accidents, etc.

Signature of Tenderer

Company's Round Seal

Date

Place

16.6 The prices accepted by the PGVCL shall remain valid till completion of the contract for the main order and additional order, if any.

17. **INSURANCE**

The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect his interest and interests of PGVCL. 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 office contractual responsibilities and obligations.

Any loss or damage to the equipment during handling, transportation and all activities to be performed till the successful completion of contract 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 Employer 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.

In case of injury or loss of life to our staff while traveling in Contractor's vehicle, contractor shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their legal heirs depending upon the merits of each individual case. Insurance claim & settlement shall be time bound and the sole responsibility of the contractor. In case of any third party claim against PGVCL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify PGVCL to the extent of all claims and expenses. Besides normal insurance for the staff/passenger, the contractor shall arrange additional insurance, open coverage policy for the entire period of agreement. In case of any loss or damage to luggage of staff traveling in Vehicle, staff must be suitably compensated.

All cost on account of insurance liability covered under contract will be on contractor's account.

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION - IV - GENERAL TERMS AND CONDITION:

1. PGVCL'S RIGHT

- 1.1 The PGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
- 1.2 The PGVCL will be entitled to deduct directly, from the bills to be paid to the contractor, any sum or sums payable by him and which sum / sums the PGVCL is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to.
- 1.3 The Bidders shall specifically note that any overwriting 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
- 1.4 PGVCL reserves the right to split the contract into two or more bidders. In such cases, the term for completion period will be negotiated and reduced proportionate to the order quantity / value.
- 1.5 In case of any doubt or interpretation of the terms and condition, the decision of the CHIEF ENGINEER (Project), PASCHIM GUJARAT VIJ COMPANY LTD. Rajkot will be final and binding upon the Bidders and no dispute in this regard will be entertained.
- 1.6 PGVCL reserves the right to accept any bid or reject any or all Tenders or cancel /withdraw INVITATION to bid without assigning any reason. Such decision of the PGVCL shall not be subject to question by any Bidders and the PGVCL shall bear no liability whatsoever for such decision.

2. UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS.

- 2.1 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 for an interpretation/clarification by the PGVCL in triplicate. The PGVCL, then, 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 INVITATION to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- 2.2 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.

Signature of Tenderer

Company's Round Seal

Date

Place

3. 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 and the amount of bid guarantee forfeited.

4. AWARD OF CONTRACT

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

4.2 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.

4.3 The PGVCL shall have right to obtain the agreement, order and other conditions entered into by the contractor with any of the sub-contractor/s. The technical particulars of the work to be executed by sub-contractor shall be subject to approval of the PGVCL.

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

5. SIGNING OF CONTRACT

5.1 At the same time as PGVCL notifies the successful bidder that its bid has been accepted, PGVCL will send the detailed letter of award to bidder, incorporating all agreements between the parties.

5.2 Within 15days of receipt of the detailed letter of award, the successful bidder shall sign and date the same and return it to PGVCL.

5.3 The bidder will prepare the contract agreement as per the proforma enclosed at Annexure to this Tender document and the same will be signed within 30days of notification of award.

Signature of Tenderer

Company's Round Seal

Date

Place

6. MANNER OF EXECUTION OF CONTRACT

- 6.1 PGVCL after the issue of the letter of award to the contractor will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 6.2 The agreement unless otherwise agreed to shall be signed within 15 days of the acceptance of the letter of award, at the office of the CHIEF ENGINEER (Project), PGVCL, Rajkot on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in six copies, appropriate power of attorney and other requisite materials. In case the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 6.3 Agreement will be signed in two originals and the contractor shall be provided with one signed original and the rest will be retained by the PGVCL.

7. CONTRACT PERIOD:

- 7.1 The Bidders shall confirm that on placement of order, the work will be commence, executed and completed as per schedule only.
- 7.2 Time limit of order shall be considered for 24 month from the issue of order or completion of order value, whichever is early.

8. TIME SCHEDULE

The time schedule for the project is as under from the date of contract awarded:

Providing of vehicle to respective head quarter of PGVCL with relevant document : within 1 Month

During the performance of the contract, if in the opinion of the engineer, proper progress is not maintained suitable changes shall be made in the contractor's operations to ensure proper progress without any cost implication to the PGVCL. The interface facilities to be provided by the PGVCL in accordance with the agreed network shall also be reviewed while reviewing the progress of the contractor.

9. DOCUMENTS FOR APPROVAL

The contractor shall submit the following documents for approval to PGVCL.

- (1) RTO registration book.
- (2) Full Insurance policy.
- (3) Document of Taxi passing.
- (4) Pollution Under Control certificate.
- (5) PAN No.
- (6) P.F. Registration No.
- (7) Service Tax Registration No.
- (8) Valid base for taxi driver License.

Signature of Tenderer

Company's Round Seal

Date

Place

10. THE ESSENCE OF CONTRACT

The satisfactory performance of contract as per instruction of officer in charge as stipulated in the letter of Intent / Order shall be deemed to be the essence of the Contract. The period contract shall be reckoned from the date of issue of the LOI to the Contractor.

11. DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses with the PGVCL may have paid for which under the Contract the Contractor is liable, will be recovered by the PGVCL. The PGVCL may deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or any other contract between the PGVCL and Contractor or may be recovered by the actions of law or otherwise.

Contract Price & Price adjustment on Account of Escalation, Bidder shall quote FIRM prices, wherever applicable as defined in ITB in Indian Rupees & Such prices shall remain FIRM till the actual completion of contract. These prices shall not be subjected to any price variable clause & no components of price will be entitled to price variation whatsoever.

12. Demurrage, Wharfage, Etc.

All demurrage, Wharfage and other expenses incurred due to delayed or any other reason shall be to the account of the Contractor.

13. Liability for Accidents and Damages

PGVCL is neither responsible nor liable to pay any compensation for injury/death caused to contractor's operating staff in the event of any accident while on PGVCL duty. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.

In case of injury or loss of life to our staff while traveling in Contractor's vehicle, contractor shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their legal heirs depending upon the merits of each individual case. Insurance claim & settlement shall be time bound and the sole responsibility of the contractor. In case of any third party claim against PGVCL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify PGVCL to the extent of all claims and expenses. Besides normal insurance for the staff/passenger, the contractor shall arrange additional insurance, open coverage policy for the entire period of agreement. In case of any loss or damage to luggage of staff traveling in Vehicle, staff must be suitably compensated.

14. Payment if Contract Terminated:

If the contract shall be terminated as aforesaid , the Contractor shall be paid by the PGVCL (Insofar as such amounts shall not have already been covered by payments on account made to the Contractor) for all work executed and accepted by the PGVCL prior to the date of termination at the rates and prices provided in the Contract.

Signature of Tenderer

Company's Round Seal

Date

Place

15. Termination of Contract by the PGVCL

The PGVCL may terminate the Contract after giving seven (7) days notice if any of the following occurs:

- a) If the Contractor commits any "Acts of Insolvency" or shall be adjudged an insolvent, or shall make an assignment or composition for the greater part in number of amounts of his creditors, or shall enter into a deed of Assignment with his creditors, or being an Incorporated Company shall have an order made against him or pass an effective Resolution for winding up either compulsory or subject to the supervision of the Court or Voluntary, or if the Official Assignee of the Contractor shall repudiate the Contract, or if the Official Assigner or the Liquidator in any such winding up shall be unable, within the seven days after notice to him requiring him to do so, to show, to the reasonable satisfaction of the PGVCL that he is able to carry out and fulfill the contract and if required by the PGVCL to give security thereof if the Contractor (whether Individual firm or Incorporated Company) shall suffer any payment under the contract to be attached to by or on behalf of any of creditors of the Contractor or if the Contractor shall assign or sublet the contract without obtaining the consent in writing of the PGVCL or if Contractor shall charge or encumber this contract for any payment due or which may become due to the contractor there under.
- b) Has abandoned the contract or
- c) Has failed to commence the work or has without any lawful excuse under these conditions, suspended works for seven (7) days after receiving from the PGVCL / Engineer written notice to proceed, or
- d) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractor for seven (7) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- e) On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interest of the PGVCL with respect to the Completion, safeguarding or storing of equipment produced for the performance of the Contract and the salvage and resale thereof or any other lawful reason which deems fit to the PGVCL.

16. Graft & Commissions, etc.

Any graft, commission, gift or advantage given, provided or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the PGVCL, shall, in addition to any criminal liability which may incur, subject to contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the PGVCL resulting from any cancellation. The PGVCL shall then be entitled to deduct the amounts so payable from any money otherwise due to the Contractor under the Contract or any other Contract

Signature of Tenderer

Company's Round Seal

Date

Place

17. Release of Information

The Contractor shall not communicate or use in advertising, publicity, sales, releases or in any other medium, photographs under this contract or description of the site, unless prior written permission has been obtained from the PGVCL.

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION - V - COMMERCIAL TERMS AND CONDITION:

1. FINANCIAL CAPABILITY:

- a) Annual minimum turnover should be 20% of the sum total of amount of packages they are participating. If the bidder is participating in two packages then sum total of amount of two packages to be considered. Turnover of only relevant work will be considered.
- b) Has adequate financial stability and status to meet the financial obligations pursuant to the scope of the works. The bidders should submit at least 3 years of their profit and loss account and balance sheet for the last Three years duly audited.

2. **SOLVENCY:** Bidder will have to submit latest solvency certificate equivalent to 25% of sum total of amount of packages they are participating from scheduled Bank as per prevailing Govt. Gujarat Norms. If the bidder is participating in two packages then sum total of amount of two packages to be considered

3. PRICE BASIS CURRENCY AND PAYMENTS.

Bidder shall indicate bid prices in Indian Rupees only.

4. BID GUARANTEE (Earnest Money Deposit)

4.1 Bid Guarantee of 1% of Tender value is required to be deposited along with the offer of the value of Bid – Guarantee shall be by Cash/ Demand Draft in favor of PGVCL.

Total Bid guarantee of Rs..... (Rupees

.....only (In words), shall accompany each bid in original and four (4) copies of the original in separate sealed envelope, super scribed on the top as under:

"Original Bid Guarantee" for..... (Name of package)

XXXXX specification No.due on.....

(Date of Bid opening) from (Name of the bidder)

The bid guarantee offered shall be by Cash/ Demand Draft in favor of PGVCL. A crossed bank draft in favour of PGVCL payable at Rajkot from any nationalized or scheduled bank will be allowed.

4.2 The bid guarantee shall be made payable without any condition to PGVCL 'On demand'. The bid guarantee shall be valid for a period of 120 days from the date set for opening of the bids i.e. if the bid is due for opening on 1st January, the bid guarantee shall be valid up to and inclusive of the following 30th April.

Signature of Tenderer

Company's Round Seal

Date

Place

4.3 In consideration of the PGVCL opening and considering the bid for purpose of award, the bidder shall keep his bid valid for a period of 120days from the date of opening of the bid, during which period the bidder agrees not to vary, alter or revoke his bid as a whole or in part. If the bidder, however, fails to keep his bid valid for 120days or varies it during the period then PGVCL shall be entitled to forfeit the bid guarantee amount without any notice or proof of damages etc.

The bidder shall submit his bid as required in the contract documents along with letter of undertaking in the proforma enclosed in the bid documents.

4.4 The bid guarantee of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the Security Deposit and signs the contract agreement.

4.5 If the successful bidder fails to submit a Security Deposit within 15 days after the date of Notice of award of the contract or fails to sign the contract agreement then the bid guarantee amount will be forfeited by PGVCL without any notice or proof of damages etc.

4.6 The bid guarantee of all unsuccessful bidders except that of the successful bidder will be returned after the award of the contract.

4.7 Any bid not accompanied by a bid guarantee along with letter of undertaking in accordance with above said provisions shall be rejected by the PGVCL as non-responsive.

4.8 No interest will be payable by the PGVCL on the above bid guarantee.

5 . SECURITY DEPOSIT :

SECURITY DEPOSIT SHOULD BE PAID WITHIN 15 (FIFTEEN) DAYS AFTER RECEIPT OF ORDER

5.1 The successful Bidders will be required to pay an amount equivalent to **5%** of the value of the order as SECURITY DEPOSIT for satisfactory execution of the contract. Such SECURITY DEPOSIT will be payable either in **Cash/D.D. only.**

5.2 Security Deposit if paid will be returned on successful completion of the order and only after the performance Guarantee Condition is fulfilled.

5.3 If the full security deposit amount is not paid within 15 days after the receipt of the order, then the order will be out rightly cancelled at the risk & cost of the Bidders (at the discretion of the PGVCL) and without entering into any correspondences and this will be binding on the Bidders.

6. TERMS OF PAYMENT :

- The contractor has to submit the bill every month in three copies with advance receipt to officer in charge of sub-division for respective vehicle.
- The bills for traveling of the vehicle shall be paid on monthly basis.
- Payment will be made by account payee cheque at division office on production of advance receipt with the bill, under the monitoring of respective circle.

Signature of Tenderer

Company's Round Seal

Date

Place

7. VAT, LEVIES AND DUTIES :

7.1 In accordance with the scope of the work, rate shall be inclusive of all taxes, duties, etc.

7.2 **No extra duties, levies, service tax etc. is payable during the execution of work even as a statutory change. Amount due to statutory change shall be born by the contractor, and TDS Certificate shall be issued to that effect.**

7.3 For the contract, tax shall be deducted at source as per Gujarat Valuated Tax Act 2003 if applicable.

8 . INCOME-TAX AND OTHER TAXES (STATUTORY REQUIREMENT):

Income-tax, WCT, VAT, etc. at source at the prevailing rate will be deducted from your bill in accordance with the provision of Income-Tax Laws and other applicable acts, laws and to that effect a certificate will be issued to the contractor.

9 . PENALTY:

The contractor will evolve his own system of ensuring daily and timely availability of driver and vehicle. In case the driver or the vehicle is not available for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. In case it is not done by Contractor then PGVCL shall be free to make its own arrangement at the sole risk & cost of the Contractor. Any expenses thus incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any penalty that may be imposed.

1 0 . SCHEDULE PRICE BID:

10.1 BIDDER is requested to offer the work for complete work. No part work to be offered and if offered same will not be considered. Prices on ITEM RATE basis to be quoted for work offered in SCHEDULE – PRICE BID.

10.2 The prices quoted shall be inclusive of Excise Duty, VAT, Octroi, freight, insurance, works contract tax, service tax etc and net after considering Modvat.

10.3 No price variation shall be allowed.

10.4 No statutory upward variation levied in Excise Duty, Sales-tax, Octroi, etc., shall be payable.

10.5 The rate quoted shall be inclusive of freight, transportation, loading, unloading, transportation to the site, insurance covering loss / damage due to theft, accidents, etc.

10.6 The prices accepted by the PGVCL shall remain valid till completion of the contract for the main order and additional order, if any.

11. Formula for considering price variation – No price variation will be payable on cost of Oil/ tyres, Tubes etc. Only charges in price of Diesel will be adjustable. You must quote prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer.

12. Average of the vehicles for the purpose of rate for usage of extra kms. will be considered as under: For closed body jeep & equivalent vehicle: 15

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION - VI - LEGAL TERMS AND CONDITION:

1. JURISDICTION OF CONTRACT

The laws applicable to the contract shall be the laws in force in India. The courts of respective District headquarter shall have exclusive jurisdiction in all matters arising under this contract.

2. ENFORCEMENT OF TERMS:

The failure of the either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in anyway to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

3. COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed.

4. FORCE MAJUERE

"D.G.S. & D. FORCE MAJUERE CLAUSE"

"If, at any time during the continuance of this contract, the performance in whole or any part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics. Quarantine restrictions, strikes, lock-outs or acts of god (hereinafter referred to as event)" then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall be reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased of exist, and the decision of the Secretary as to whether the deliveries have been so resumed or not shall be final and conclusive.

Provide further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Principal agency shall be at liberty to take over from the Contractor at a price to be fixed by the

Signature of Tenderer

Company's Round Seal

Date

Place

Secretary, which shall be final, all used undamaged and acceptable materials brought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, brought out components and stores as the contractor may with concurrence of the Purchaser elect to retain."

4.1 Notwithstanding any provision mentioned above, the PGVCL shall not be in any way be liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortages, combination of labour or workman or lockout, breakdown or Accident to machinery or accidents of whatever nature.

4.2 The Contractor or the PGVCL shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by the competent authorities of the PGVCL, by mutual agreement.

4.3 In case of damage or destruction of any property or equipments belonging to the Contractor due to force majeure causes, the PGVCL shall not be liable for the same.

5. **ARBITRATION**

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. the PGVCL and the contractor upon or in relation to or in connection with the Contract shall be referred to sole Arbitrator appointed by the Chairman PGVCL for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties.

Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Rajkot, Corporate Office of PGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties.

Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by the PGVCL shall be withheld unless they are the subject matter of the Arbitration proceeding.

6. **EMPLOYMENT OF LABOUR**

6.1 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.

6.2 Contractor shall maintain a valid labour license under the Contract Labour (Regulation and

Signature of Tenderer

Company's Round Seal

Date

Place

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 work under this contract.

6.3 In case the 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, the PGVCL may make such payment and shall recover the same from the Contractor's bills.

7. **Compliance with Labour Regulation:**

7.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations, notifications and bye laws of the state or central government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the central government or the local authority. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the PGVCL at any point of time.

7.2 The contractor shall keep the principal employer i.e. PGVCL indemnified in case any action is taken against the PGVCL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments.

7.3 If the PGVCL is caused to pay under any law as Principal employer such amount as may be necessary to cause or 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 contractor under this contract or any other contract with the PGVCL including his amount of performance security for adjusting the aforesaid 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.

7.4 Salient features of some major laws applicable to establishments engaged.

- a) Workmen compensation Act'1923.
- b) Payment of Gratuity Act'1972.
- c) Employee P.F. and Miscellaneous Provision Act'1952.

Signature of Tenderer

Company's Round Seal

Date

Place

- d) Maternity Benefit Act'1951.
- e) Contract Labour (Regulation & Abolition) Act'1970.
- f) Minimum Wages Act'1948.
- g) Payment of Wages Act'1936.
- h) Equal Remuneration Act'1979.
- i) Payment of Bonds Act'1965.
- j) Industrial Dispute Act'1947.
- k) Industrial Employment (Standing Orders) Act'1946.
- l) Trade Unions Act'1926.
- m) Child Labour (Prohibition & Regulation) Act'1986.
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) act'1979.
- o) The Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act'1996 and the Cess Act of 1996.
- p) Factories Act'1948.
- q) Motor Vehicle Act – 1988.

A. 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, Ahmedabad.

B. 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, Ahmedabad.

C. ADMINISTRATIVE CHARGES

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

D. PAID LEAVE FACILITY

Signature of Tenderer

Company's Round Seal

Date

Place

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 the PGVCL.

E. EMPLOYEE'S COMPENSATION ACT AND EMPLOYER'S LIABILITY INSURANCE

E.1 The Contractor shall cover all his employees under workmen's compensation act and under its liability insurance. The PGVCL shall not be responsible for any payments of compensation to the workers / supervisor of the contractor for fatal or non-fatal accidents during the tendency of the contract.

E.2 It will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.

E.3 The contractor shall employ adequate number of qualified and experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible. The list of names of such persons with their qualification and experience should be furnished with the tender.

8. CONTRACTOR TO INDEMNIFY THE PGVCL

The Contractor shall indemnify the PGVCL and every officer and employees of the PGVCL including, Engineer-in-charge and his staff against all actions, proceedings, claims, demands, cost and expenses whatever, arising out of or in connection with the matters referred herein above and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the PGVCL or Government for or in respect of performance of its obligation under the contract documents. The PGVCL 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 PGVCL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

9. WORKSMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workmen's employer's liability insurance for the latter's employees and ensure that such employees are covered under the Contractor's Insurance.

10. WAGES TO BE PAID & TIME OF PAYMENT ETC. BY THE CONTRACTOR

The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under

Signature of Tenderer

Company's Round Seal

Date

Place

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).

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.

The Contractor shall give his Addresses, Telephone Number and etc. to the 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.

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

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 zerox copies of the chalan in this regard should be collected from the concerned contractor and kept in the file of the concern contractor.

11. WORK & SAFETY REGULATIONS:

- 11.1 The contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the PGVCL or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the engineer, as he may deem necessary.
- 11.2 All equipment used in under this contract by contractor shall meet Indian/International standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/rules of the PGVCL in this regard.
- 11.3 The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 11.4 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the PGVCL or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the PGVCL to handle such fuses, wiring or electrical equipment.

Signature of Tenderer

Company's Round Seal

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Place

- 11.5 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the engineer and a permit to work shall be issued by the engineer before any repair work is carried out by the contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians/workmen/officers.
- 11.6 In case any accident occurs during the any associated activities undertaken by the contractor under this contract; thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 11.7 It is mandatory for the contractor to observe during the execution of the works, requirements of safety rules.
- 11.8 The contractor shall follow and comply with the employer's safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and employer's safety rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.
- 11.9 If the contractor fails in providing safe working environment as per employer's safety rules or continues the work even after being instructed to stop work by the engineer as provided in clause 31.18 above, the contractor shall promptly pay to the PGVCL, on demand by the employer, compensation at the rate of Rs.5000/- per day of part thereof till the instructions are complied with and so certified by the engineer. However, in case of accident taking place, causing injury to any individual, the provisions contained in clause 31.23 shall also apply in addition to compensation mentioned in this clause.
- 11.10 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the PGVCL or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or PGVCL's employees of any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation to the PGVCL as per the following schedule.

12. Defense of Suits

If any action in court is brought against the PGVCL or the Engineer or an officer or agent of the PGVCL for the failure, omission or neglect on the part of the contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his SUB VENDOR/ SUB CONTRACTOR: or in connection with any claim based on lawful demands of SUB VENDOR/ SUB CONTRACTOR, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the PGVCL or the Engineer and/or his representatives harmless from all losses, damages, expenses or decrees arising out of such action.

The PGVCL shall have full power and right at his discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal cost, charges and expenses in connection with any

Signature of Tenderer

Company's Round Seal

Date

Place

compromise or awards which shall not be called into question by the Contractor and shall be final and binding upon him.

13. **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 the PGVCL in writing. In the event of the breach of this provision, PGVCL can claim the damages caused by such events.

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION - VII – HIRING OF VEHICLE: GENERAL TERMS & CONDITION:

HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

1. The vehicle to be provided by contractor shall be registered with the RTO as a Taxi and shall not be a private car. Passenger permit of vehicle shall not be less than 4+1 as per norms of RTO.
2. **Bidder shall have to furnish the details of vehicle to be provided regarding manufacturer and model of vehicle with Brochure.**
3. The year of manufacture & registration of the vehicle to be provided by contractor shall not be older than two year from the date of tender opening. If a bidder does not possess a vehicle fulfilling the above criterion, at the time of making his bid, he can mention this fact in his bid. However, he shall be required to purchase the car meeting the specifications as desired in this tender document within 30 days from the date of award of the contract & provide all the necessary information/documents as a proof.
4. Certificate and proof pertaining to the vehicle to be provided as described in the tender. After award of contract to successful bidder, they have to provide the vehicle for which proof is submitted with the tender.
5. Contractor shall be liable for payment of full insurance, Pollution Under control, RTO and etc. for vehicle to be provided.
6. The persons/ employees who will travel in vehicle shall be full insured by contractor.
7. At any given time, the Vehicle should be kept neat and clean, both inside and outside in serviceable and presentable condition. Cleanliness/preventability of Vehicle must be properly maintained. In no case, the driver should be allowed to smoke/eats/drinks while driving the Vehicle or to bring blankets/shawls etc., which may create bad environment inside the Vehicle. All essential gadgets such as Speedometer etc. will have to be maintained in excellent condition for the day to day running of the Vehicles. No other person shall be permitted to accompany the Vehicle.
8. While Excess KM traveled by hiring vehicle beyond 3000 Kms, per kilometer rate will be as per rate quoted in Price Bid.
9. All roads tolls/bridges tolls shall be reimbursed on production of proof of payment along with monthly RA bills.
10. The vehicle to be offers for hiring shall be in up-to-date condition including its tubes, tyres, engine as well as conditions of its outside body.
11. The period of contract shall be for two years. The year of manufacture & registration of the vehicle to be provided by contractor shall not be older than two year from the date of tender opening. The

Signature of Tenderer

Company's Round Seal

Date

Place

period further can be extended on mutual agreed terms as per same rates, terms and condition for one year. However in case of poor services provided by the contractor, competent authority shall be empowered to terminate the contract at any time.

12. The contractors shall immunize company's personnel against any claim arising out of accidents or misbehavior of driver. The vehicle shall be kept properly full insured all the time to cover the 3rd party risk and simultaneously immunized company on account of claims from public, police department etc.
13. The contractor has to submit the bill every month in three copies with advance receipt to officer in charge of sub-division for respective vehicle.
14. The bills for traveling of the vehicle shall be paid on monthly basis.
15. Payment will be made by account payee cheque at division office on production of advance receipt with the bill, under the monitoring of respective circle.
16. Driver shall preferably be below the age of 40 years and never above 55 year. The lodging and boarding of the driver shall be born by the owner.
17. If the contractor fails to provide a vehicle; the deduction from his R.A. bill should be made on prorated.
18. If the agency fails to execute the order successfully, the same should be completed through other agency at the risk & cost of the original contractor.
19. Formula for considering price variation – No price variation will be payable on cost of Oil/ tyres, Tubes etc. Only charges in price of Diesel will be adjustable. You must quote prices on the basis of prevailing 15 days before the due date of tender. This basic rate shall be indicated in the offer.
20. Average of the vehicles for the purpose of rate for usage of extra kms. will be considered as under:
For closed body jeep & equivalent vehicle: 15
21. **SECURITY** : The contractor shall have total responsibility for their vehicle and driver who are appointed by contractor. The contractor shall make suitable security arrangements of their vehicle.
22. **PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY** : The contractor shall be responsible for any damage resulting from his duty. He shall also be responsible for protection of all persons including members of public and employees of the PGVCL and the employees of other contractors and sub-contractors and all public and private property including structures, building, other plants and equipment and utility either above or below the ground. If in any company, the interest of any employee of the PGVCL. Or his relative as defined in Section VI of the Company's Act. 1956, is 10% or more, PGVCL will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the Tenderer for further dealing with PGVCL. Before execution of work, the contractor has to produce indemnity bond regarding own responsibility for compensation for any damages to any property or any kind of accident which may occur during work execution to any employee/ labourer or any out side agency.
23. **LOG BOOK RECORDS** : The contractor shall maintain log book everyday for each vehicle separately and has to take signature of the employee who travels in vehicle.
24. **LOCAL CONDITIONS** : It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The PGVCL shall not entertain any request for clarifications from the

Signature of Tenderer

Company's Round Seal

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Place

bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the PGVCL. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the PGVCL, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

25. The vehicle shall be in the name of the person or the entity bidding for this contract & the bidder shall submit proof for the same. In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the Contractor shall be liable to be forfeited.
26. The vehicle shall remain in sound running condition, be dust proof, be provided with music system, air freshener & sun-films permitted under law during the entire contract period. Its emissions shall comply with pollution control norms. PGVCL reserves the right to decide upon the sound running condition of the vehicle. The interiors of the vehicle shall remain clean & shall be maintained at an ambient temperature. All the expenses incurred in the maintenance of the vehicle or otherwise shall be borne solely by the Contractor.
27. The driver & the vehicle to be provided for the purpose of this contract shall be provided on a dedicated basis & shall not be changed every now & then. However, the contractor should make necessary alternative arrangements to provide periodical rest / leave to the driver.
28. The vehicle & the driver shall report in time at the designated place & at the designated time on a regular basis duly fueled and in sound running condition. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of fine.
29. The vehicle & the driver shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance.
30. Contractor will comply with the extant rules of PF Act and ESIC Act of Government of India and State Govt. All the responsibility in the compliance of these rules/acts will lie with the contractor and PGVCL will not be responsible in any manner.
31. PGVCL reserves the right to re-tender or modify the Terms & Conditions of the tender.
32. The driver shall possess a valid driving License, should be well behaved and punctual. The Contractor shall be required to change/replace the driver/s in case not found suitable. The driver should extend all normal courtesy such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance.
33. In case of misconduct by driver/s or for any other reason, PGVCL may require change of driver/s which will be communicated in writing. In such case, the agency shall replace the driver/s within 48 hrs, failing which PGVCL will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.

Signature of Tenderer

Company's Round Seal

Date

Place

34. The driver should have a cell phone to communicate on duty.
35. The Contractor shall insure the vehicle at his own cost. He shall indemnify PGVCL against any loss or claims which could come to PGVCL in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver/s of the vehicle also insured.
36. The Contractor shall be required to comply with rules and regulations and laws etc., of the Central Govt., State Govt., Local Govt. or of any competent authority, applicable to the vehicle or the driver employed for the above work.
37. The Contractor shall fully indemnify PGVCL against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.
38. Work of jurisdiction shall be entire Gujarat state.
39. Any expense towards salary to driver, maintenance of vehicle, fuel, lubricants, etc shall be bared by contractor.
40. During journey, if vehicle got out of use due to any fault, contractor shall provide alternative arrangement at that place at his risk and cost. Alternative vehicle should full-fill the all the requirement of tender conditions.
41. PGVCL is neither responsible nor liable to pay any compensation for injury/death caused to contractor's operating staff in the event of any accident while on PGVCL duty. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.
42. In case of injury or loss of life to our staff while traveling in Contractor's vehicle, contractor shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their legal heirs depending upon the merits of each individual case. Insurance claim & settlement shall be time bound and the sole responsibility of the contractor. In case of any third party claim against PGVCL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify PGVCL to the extent of all claims and expenses. Besides normal insurance for the staff/passenger, the contractor shall arrange additional insurance, open coverage policy for the entire period of agreement. In case of any loss or damage to luggage of staff traveling in Vehicle, staff must be suitably compensated.
43. All essential gadgets such as Speedometer etc will have to be maintained in excellent condition for the day to day running of the Vehicles. If speedometer does not work properly, it should be got repaired immediately otherwise kilometer travelled will be recorded as per instruction of employee who is travelling.
44. All the relevant documents of vehicle like RTO book, insurance policy, taxi passing, PUC certificate, PF certificate, service tax registration, driver's license, etc. shall be keep ready in file with vehicle.

Signature of Tenderer

Company's Round Seal

Date

Place

45. Kilometer travelled during the day should be submitted to the officer in charge every day.
46. Starting and ending of the journey will be considered from head quarter.
47. Any Bidder who is blacklisted/ stop dealing by GUVNL or any of its subsidiary companies will not be allowed for this project.

**SIGNATURE AND
SEAL OF BIDDER**

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION - VIII – VEHICLE SPECIFICATION :

1. The vehicle should be closed body type having seating capacity of one plus four i.e. driver + PGVCL four staff members should be accommodated in the driver cabin.
2. The vehicle should be four wheeler with a travel speed of 60 to 80 km maximum per hour with engine output in the range of 50 to 70 KW will be required. Preferably, Mahindra – Genio (DC-DX) or equivalent type of vehicle is suggested.
3. The vehicle must have a facility of a cargo box of minimum size of 1.4 mtr x 1.4 mtr x 0.5 mtr for required tools, tackles & material.
4. It must be capable of fixing the tower ladder.
5. The tower ladder will be of mechanical type with precise locking arrangement. It should provide maximum working height of approximately 10.5 to 11 meters when in full open condition & it should be 4 meter in folded (closed) condition.
6. Design & manufacturing of the tower ladder should be of high quality & safety standards.
7. All 102 vehicles should be unique specification & unique design only. The color should white.

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION – VII.a

SCHEDULE - I

CONTRACT PERIOD

Name of work : HIRING OF 97 NOS. OF VEHICLE FOR FAULT CENTER /MINI MAINTENANCE GANG AND 5 NOS. OF VEHICLE FOR JGY GANG WITH TOWER LADDER/ WITHOUT TOWER LADDER UNDER VARIOUS SUB-DIVISIONS OF PGVCL (WITH 10 PACKAGES UNDER 10 CIRCLES).

The Bidders shall confirm that on placement of order, the work will be commence, executed and completed as per schedule only.

Time limit of order shall be considered for 24 month from the issue of order or completion of order value, whichever is early.

Signature of Authorized
Representative Company/Agency

NAME : _____

STATUS: _____

Name of tendering Company : _____

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION- VII.b

PART - A: DETAILS TO BE SUBMITTED WITH OFFER WITH DOCUMENTARY EVIDANCE :

- 1) Details of orders executed
OF LAST THREE YEAR WITH WORK INVOLVED, ORDER AMOUNT, AND ALSO DETAILS
LIKE ORDER EXECUTED, NOT EXECUTED AND THE REASON FOR THE SAME.
- 2) Financial capacity
- 3) Latest three years audited annual account
- 4) Name & Detail addressed of office, residence of Partners & Directors / Representatives.
- 5) Constitution of Firm
- 6) Resolution authorizing person to sign.
- 7) Details of any action against firm by Government or any other firm for non execution of
order or for any other reasons.
- 8) Details of skilled, experience man power with their name, qualification, experience for
similar type of work.

For all the above attested legible documentary evidence to be submitted.

PART - B:

DETAILS TO BE FURNISHED IN FOLLOWING PROFORMA DURING EXECUTION OF CONTRACT:

- 1) Acknowledgement for acceptance of order.
- 2) Contract Agreement
- 3) Security Deposit

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c

PART-A

SCHEDULE - 1

FINANCIAL CAPABILITY

Sr. No.	Details	Amount Rs. in lacs	Remarks
1	2	3	4
1.	Solvency		A scheduled Banker's Certificate of present solvency be attached. NOTE : Solvency amount should be 25% of sum total for the amount of packages for which bidders are participating.
2.	Annual turnover for last Three years.		
3.	Price of the biggest job carried out with detail.		

Signature of
Authorised Representative
Company/Agency

NAME : _____

STATUS: _____

Name of tendering
Company

SEAL/ STAMP

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c

PART-A

SCHEDULE - 2

**LATEST THREE YEARS AUDITED ANNUAL
ACCOUNT**

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c

PART-A

SCHEDULE - 3

DETAILS OF PARTNERS / DIRECTORS WITH THEIR ADDRESS

Name of bidder: _____

Sr. No.	Name	Designation	Office address / phone nos.	Residence address / phone nos.	Working Place
1	2	3	4	5	6
1)					
2)					
3)					

Signature of Authorized Representative
Company/Agency

NAME : _____

STATUS: _____

Name of tendering
Company "

SEAL / STAMP

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c
PART-A
SCHEDULE -4

DETAILS OF HUMAN RESOURCES

Details of Human Resources available with the bidder for the successful performance of contract.

Name of the Bidder : _____

Sr.No.	Description	Name	Qualification	Professional experience & details of work carried out	Remarks
1	2	3	4	5	6
1)	Name & Designation of Person who will monitor entire contract.				

Signature of Authorized Representative
Company/Agency

NAME : _____

STATUS: _____

Name of tendering
Company

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c

PART-A

SCHEDULE - 5

**MEMORANDUM /ARTICLE
OF ASSOCIATION
OR CONSTITUTION OF FIRM
WITH THE NAMES OF
PARTNERS / DIRECTORS.**

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED)

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c

PART-A

SCHEDULE -6

ATTESTED COPY OF RESOLUTION OF THE
PARTNERS / PGVCL / AUTHORITY
ACCEPTABLE BY LAW OF THE FIRM
AUTHORISING A PARTICULAR PERSON
TO SIGN TENDER AND RELATED
DOCUMENTS ON BEHALF OF THE
COMPANY

(TO BE SUBMITTED SEPARATELY WITH THE OFFER DULY SEALED AND SIGNED)

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c
PART-B
SCHEDULE -1

(On Stamp Paper of Rs.50/-)

CONTRACT AGREEMENT

This agreement is made at RAJKOT. the -----day of -----in the Christian year Two thousand three between ----- (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the PASCHIM GUJARAT VIJ COMPANY LTD. having their Corporate Office at, RAJKOT. Pin Code No.360 004 (hereinafter called "The PGVCL" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid PGVCL has accepted the tender of the aforesaid contractors for ----- as per PGVCL's Order No.-----hereinafter called "the Works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri ----- on behalf of the Contractors and by -----on behalf of the PGVCL a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression " the Works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE PGVCL has accepted the tender of the contractors for the construction of the said works for the sum of Rs.----- (Rupees:-----) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works as per latest REC standards/ guidelines agreed to by the contractors as aforesaid, the PGVCL both hereby covenant with

the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.

2. The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the PGVCL to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc., attached with PGVCL's Order No.-----
-----The contract value, extent of supply delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

- 1.
- 2.
- 3
- 4.
- 5.
- 6
- 7.
- 8.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & official seal)

for and on behalf of M/s. _____

In the presence of name, Full Address & Signatures. :

Signature of Tenderer

Company's Round Seal

Date

Place

i). -----

ii). -----

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal)

For and on behalf of PASCHIM GUJARAT VIJ COMPANY LTD. Nanamava Main Road,
Laxminagar, RAJKOT. – 360 004.

In the presence of Name, Full Address & Signature:

i) :-----

ii) -----

Signature of Tenderer

Company's Round Seal

Date

Place

SECTION-VII.c
PART-B
SCHEDULE -3

(TO BE SUBMITTED ON THE LETTER HEAD OF THE FIRM)

Reference No.

Date

To
The Chief Engineer (Project),
PASCHIM GUJARAT VIJ COMPANY LTD.
Corporate Office,
Nanamava Main Road, Laxminagar
RAJKOT - 360 004.

Sub : _____

Ref : A/T No. _____

We hereby acknowledge, agree and accept your A/T under reference above with the terms and conditions mentioned therein.

(Signature of Authorized Representative
Company/Agency)

NAME : _____

DESIGNATION : _____

Note : To be signed by authorized person on behalf of the Firm.

(To be executed on Judicial Stamp Paper of Rs.50/-)

Signature of Tenderer

Company's Round Seal

Date

Place

ANNEXURE-

PROFORMA OF APPLICATION FOR PAYMENT

Project :

Date :

Contract Value : Application Sr. No. :

Name of Contractor :

To,

Dear Sir,

APPLICATION FOR PAYMENT

Pursuant to the above referred contract Dtd. _____ the undersigned hereby applies for payment of the sum of Rs. _____

The above Amount is on account of : [TICK whichever is applicable]

Initial advance

Progressive payment

Final payment

As detailed in the attached schedules which form an integral part of this application.

The application consists of this page, summary of claim statement and the following signed schedule

1 _____

2 _____

3 _____

The following documents are also enclosed

1 _____

2 _____

3 _____

Authorized signatory /
Signature of contractor

Signature of Tenderer

Company's Round Seal

Date

Place