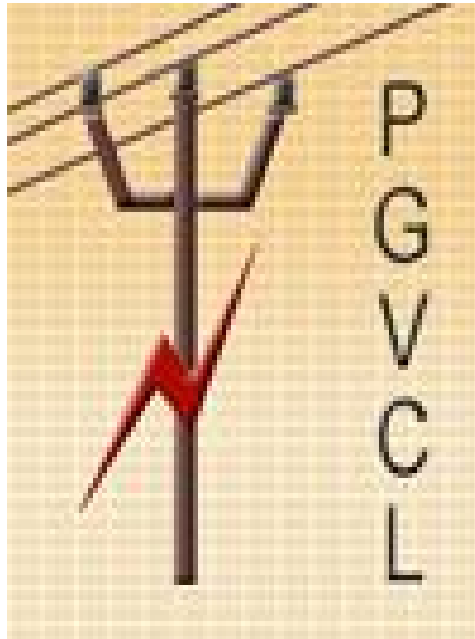


**E-Tender for Providing Manpower (Engineers, Security guards (armed)) & Vehicle with driver on contract basis for activities related to Ag. Load control & Dist. Loss reduction of Ag. Dom category feeders under various Sub-Divisions of PGVCL for the period of Five MONTHS**



**Paschim Gujarat Vij Company Limited**

**Registered & Corporate Office,**

**Laxminagar, Nana Mava Main Road,**

**Rajkot – 360004,**

**Gujarat, India**

**Phone : 0281-2380425, 2380427,**

**Fax:0281-2380428,**

**website: [www.pgvcl.com](http://www.pgvcl.com)**



# PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office,  
"Paschim Gujarat Vij Seva Sadan"  
Off Nana Mava Main Road, Laxmi Nagar, Rajkot-360004.  
Phone No : 0281-2380425, 0281-2380427 Fax : 0281-2380428  
CIN : U40102GJ2003SGC042908

Website : <http://www.pgvcl.com>

e-Mail : [info.pgvcl@gebmail.com](mailto:info.pgvcl@gebmail.com)



## **TENDER NOTICE NO. PGVCL/Tech/Vigilance/Manpower/2017/12**

The Chief Engineer (Tech), PGVCL for and on behalf of Paschim Gujarat Vij Co. Ltd. having its Corporate Office at Laxminagar, Nana Mava Main Road, Rajkot, hereafter called as "PGVCL", intends to invite **E-Tender for Providing Manpower (Engineers, Security guards (armed)) & Vehicle with driver on contract basis for activities related to Ag. Load control & Dist. Loss reduction of Ag. Dom category feeders under various Sub-Divisions of PGVCL for the period of Five MONTHS**, as per the tender specifications.

Bid has to be submitted against Tender ID No. **NO. PGVCL/Tech/Vigilance/Manpower/2017/12**. Refer <https://pgvcl.nprocure.com> (For view, download & online submission) and Tender documents can also be downloaded from website: [www.pgvcl.com](http://www.pgvcl.com). PRICE BID has to be submitted **online only**.

### **Brief details regarding tender are as under:-**

Sr. No.	Description
1	Tender No.: <b><u>NO. PGVCL/Tech/Vigilance/Manpower/2017/12</u></b>
2	Tender Item: Providing Manpower (Engineers, Security guards (armed)) & Vehicle with driver on contract basis for activities related to Ag. Load control & Dist. Loss reduction of Ag. Dom category feeders under various Sub-Divisions of PGVCL for the period of Five MONTHS
3	Tender Fee in Rs. ( non refundable) <b>Rs. 17700</b>
4	Estimated cost in Rs. <b>Rs. 13,55,32,058.39</b>
5	Earnest Money Deposit amount in Rs. <b>1% of estimated cost of this tender Rs. 13,55,320.00</b>
	Period of Contract 5 Months
	Validity of Tender 120 days
6	On line ( e-tendering ) tender / offer submission last date (This is mandatory ) Date:23-08-2017 & Time: 18:00 hrs
7	Relevant documents (By Registered Post A.D. or Speed Post only) physically submission Last date Date:28-08-2017 & Time: 18:00 hrs
8	Date of opening of Tender fee & EMD cover documents physical as well as on – line Date:29-08-2017 & Time: 12:00 hrs
9	Date of opening of Technical Bid physical as well as on – line (If Possible) Date:31-08-2017 & Time: 13:00 hrs
10	Date of On line Opening of Price Bid (Tentative, if possible) Date:08-09-2017 & Time: 12:00 hrs

Tender fee (Non-refundable) will be accepted (at PGVCL, Corporate Office, Rajkot, Cash counter during office hours on working days) in Demand draft drawn on any Scheduled/ Nationalized Bank in favor of Paschim Gujarat Vij Company Ltd. Payable at Rajkot (Cheques are not accepted). Tenders submitted without tender fee will not be considered.

**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 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 shall be liable for rejection at the discretion of PGVCL.

Further 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.

- (3). It is mandatory for all the bidders to submit their tender documents by both forms viz. on – line (e – tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

Note:- Bidders should be in touch with websites <https://pgvcl.nprocure.com> & [www.pgvcl.com](http://www.pgvcl.com) for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Chief Engineer (Tech), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVA MAIN ROAD, RAJKOT-360 004.

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

**Chief Engineer (Tech)  
PGVCL, Rajkot**

## Instructions for e-Tendering (Online Tendering to Bidders):-

<b>1</b>	<b>Downloading of tender Documents</b>
<b>1.1</b>	Bid document will be available on web site up to date shown in the tender document.
<b>1.2</b>	Bidders willing to participate in tender will have to get themselves registered on website <a href="http://www.nprocure.com">www.nprocure.com</a>
<b>2</b>	<b>Digital Signature</b>
<b>2.1</b>	Bidders should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
<b>2.2</b>	For details regarding digital certificate and related training the below mentioned address should be contacted (n) Code Solution A division of GNFC 301, GNFC Info Tower, Bodakdev, Ahmedabad 380054. <b>Tel:</b> +91 26857316/17/18; <b>Fax:</b> +91 79 26857321 E-mail: <a href="mailto:nprocure@gnfc.net">nprocure@gnfc.net</a> Mob.: 9327084190; 9898589652
<b>2.3</b>	Bidders who already possess valid Digital certificate need not procure a new digital certificate.
<b>3</b>	<b>On line Submission of Technical and Price Bid</b>
<b>3.1</b>	Bidders can prepare and edit their offers number of times before tender submission date and time. After tender submission date and time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
<b>3.2</b>	Bidder shall submit their offer, i.e. Technical Bid as well as price bid in Electronic format on above mentioned website and date shown in tender details before digitally signing the same.
<b>3.3</b>	Offers submitted without digitally signed will not be accepted.
<b>3.4</b>	Offers only in physical form will not be accepted in any case.
<b>4</b>	<b>General Instructions</b>
<b>4.1</b>	The Tender fees for on line tender document will not be refunded under any circumstances.
<b>4.2</b>	EMD in the form as specified in tender document will be accepted.
<b>4.3</b>	Tenders without Tender Fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the conditions or submitted incomplete in any respect will be rejected.
<b>4.4</b>	Conditional tender shall not be accepted.
<b>4.5</b>	PGVCL reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reasons thereof.

**(GCC)**  
**GENERAL TERMS AND CONDITION OF CONTRACT**

**1.0 General Particulars:**

The Paschim Gujarat Vij Company Ltd., Rajkot hereinafter called 'PGVCL' / 'OWNER' intends to receive bids for **"E-Tender for Providing Manpower (Engineers, Security guards (armed)) & Vehicle with driver on contract basis for activities related to Ag. Load control & Dist. Loss reduction of Ag. Dom category feeders under various Sub-Divisions of PGVCL for the period of Five MONTHS"** in accordance with Terms and Conditions herein. The bids shall be prepared and furnished, accordingly.

**2.0 (A) Period of Contract:**

The contract will be for **5 Months or as per company's requirement whichever is less.**

**(B) Extension of Contract:**

The contract can be extended as per company's requirement.

**3.0 Scope of the Bid Proposal:**

**3.1** The Scope of the bid proposal shall be on the basis of a single Bidder's responsibility, completely covering "Providing of Manpower (Engineers, Security guards) with vehicle and driver".

Successful Bidder shall have to provide **166 Nos. of Manpower (Engineers) and 795 Nos. of (Security guards (armed)) with 265 Nos. of Vehicle with driver for the period of 5 Months or as per company's requirement whichever is less** from commencement of contract. The manpower (Engineers) should have qualification of B.E. Electrical (**Annexure – A**). Qualification of Engineers other than B.E. Electrical shall not be accepted. **Security guards should have qualification Minimum 8<sup>th</sup> standard passed and should be able to read and write Gujarati language.** However, if the demand of work requires more/less Manpower (Engineers) & Security guards, then contractor has to arrange the same.

**Functioning of Manpower (Engineers) to be provided is as under:**

- Ag. Load control of highly loaded & high dist. Loss Ag. Dom feeders running during day or night hours by Day or Night patrolling.
- Checking of point of supply of Ag. Connection & Measuring of connected load.
- Necessary entry i.e. Power supply connection room, supply source, Transformer capacity, Pole No., land survey No. & name of connection owner, present occupier, Nos. of Ag. Pump set connected, Ag. Consumers connected load, "Chaturdisha sketch" of Ag. Land, etc. is to be carried out.
- Minimum 1 no of Ag. Feeder is to be patrolled and irregularities if any to be immediately informed to the regular checking squad of PGVCL and assist him for installation checking work. Also, work of verification of Ag/JGY feeder to be performed to prevent any un-authorized power changeover.
- Keep in touch with 66KV sub-station for feeder ampere loading & feeder supply timings.
- Preparing time schedule for Ag. dom feeder patrolling according to the feeder load and dist. Loss and put up to the DE of S/Dn well in advance and as directed by DE of S/Dn, to carry out load control activities.
- All above work should be carried out under supervision and guidance/instruction of Subdivision head or team head while working in mass program.
- For above functioning, specific knowledge workshop will be arranged before job assignment.

- The Manpower provided will carry out the work as per instruction given to contractor by in charge Deputy Engineer and accomplish the work within reasonable time.
- **Outsourced Agency shall ensure that there should be considerable reduction in ampere loading i.e. not less than 12% in the Ag. feeder(s) that are patrolled by team of outsourced agency and also have to report on daily basis to concern Engineer in charge in prescribed format which will be provided by PGVCL.**
- Functioning of manpower describe as above is only indicative, however, the manpower to be provided under the contract shall have to work strictly as per the instruction given to the contractor by the Engineer in charge of sub-division officer or as directed by the authorities of PGVCL time to time as per the timings decided by the PGVCL.

**Functioning of Security Guards to be provided is as under:**

- To provide security to the Manpower (Engineers) during Ag. load control activity.

3.2 No deviation whatsoever to the conditions of the bidding documents is permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a deviation sheet in this regard, as per the format attached, in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.

3.3 Bids not covering the above cited entire scope of works may be treated as incomplete and hence shall be rejected.

3.4 The Bidder shall complete all the schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets and elsewhere specified in the tender. The Qualifying Data should be filled up in the required schedule of Bid Proposal Sheets.

**4.0 Bidding Costs:**

All costs / expenses in the preparation and submission of the Bid (including any post Bid discussions / presentations) shall be fully borne by the Bidder. Owner will not be responsible / liable for these costs irrespective of the course and conclusion of this Bidding.

**5.0 BID DOCUMENTS: Details of Documents**

The Bid documents includes following, apart from Invitation to Bid, the bidding procedures and the terms & conditions of contract:

- a) General Conditions of Contract (GCC)
- b) Special Conditions of Contract (SCC)
- c) Scope of work
- d) Price Bid

**6.0 Knowing the Bid Documents**

Every intending Bidder must examine and understand all instructions, forms, terms, conditions and specifications in the Bid Documents and know himself fully all of the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and /or failure to furnish all information required in the Bid, document may entitle rejection of the Bid at the risk of Bidder's.

**7.0 Clarifications on Bid Documents**

7.1 In case an intending Bidder finds any discrepancy or omission / duplication / controversy in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a Seal & Signature of Bidder

request, in writing to the owner, in triplicate **before five days of due date of tender**. The owner will issue explanations, interpretations and clarifications, as deemed fit, in writing as a response to this request. On receipt of such interpretations / clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation. All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.

7.2 Any verbal / telephonic clarifications and information given by the Owner or his employee (s) or his representative(s) will not in any way be binding on the Owner.

### **8.0 Amendment of bidding document:**

8.1 At any time, prior to the last date of tender for submission of Bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).

8.2 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.

8.3 In order to afford prospective bidders, a reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the last date for the submission of bids.

8.4 Such amendments, clarifications, etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of their Bid. All such amendments will be considered as part of tender.

### **9.0 Language of Bid:**

9.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language as long as accompanied by an English translation of its pertinent passages. Failure to comply with this, the owner may disqualify such Bid. For purposes of interpretation of the bid, the English translation shall be governed.

### **9.2 Bid Format**

Bidders have to make the Bid in the formats furnished with this Document, without adding any printed/type written text of their own.

### **10.0 Local Conditions:**

10.1 It will be imperative on the part of each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

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

### **11.0 Documents comprising the Bid:**

- 11.1 The Bidder shall complete the Bid form inclusive of Price Schedules (**ONLINE**), Technical data requirements, etc. furnished in the Bidding Documents.
- 11.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed in Special Conditions of Contract and GCC.
- 11.3 All Tender documents / formats are to be returned duly completed and filled in all respects and signed by the Company Authorized Signatory with seal of company wherever specified.
- 11.4 The Bid Guarantee shall be furnished in a separate cover in accordance with relevant clause at GCC.

## **12.0 Bid Price:**

- 12.1 The bidder shall have to quote the Price Bid on percentage basis for entire scope of work. Tender evaluation will be done including GST amount on end cost basis.
- 12.2 Bid price (End Cost) shall include all Taxes and duties for Providing Manpower.
- 12.3 Price Bid shall be submitted **ONLINE only** not in physical form.

## **13.0 Bid Security / EMD: (Rs. 13,55,320.00)**

- 13.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent (1%) of estimated cost of offered quantity to be paid as under:

The EMD is payable either in DD or by B.G. in favour of PGVCL payable at Rajkot on any scheduled/Nationalize Bank decided by GoG time to time.

- 13.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere. The bid guarantee shall be made payable to the Owner without any condition, whatsoever.
- 13.3 Any bid not secured in accordance with above, will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
- 13.4 Unsuccessful Bidder's bid security / EMD will be returned / refunded on finalization of tender or three months from the date of submission of tender whichever is later. No interest will be allowed against payment of EMD.
- 13.5 The successful bidders, Bid Security/ EMD will be discharged upon, furnishing the contract Security Deposit as per clause No. 34.0 of GCC.
- 13.6 The bid guarantee may be forfeited,
- a) If a Bidder withdraws his Bid during the period of bid validity specified by the bidder on the Bid form.
  - b) If a Bidder refuses to accept the contract or fails to commence the works within ten days of letter of award of contract.

## **14.0 Format of Bid:**

- 14.1 The Bidder shall prepare single copy of the bid.
- 14.2 The Bid shall be signed by the Bidder or a person or persons duly authorized by the Bidder, to sign the Contract. The letter of authorization, duly notarized, shall be indicated by written power



of-attorney, accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be endorsed with initial by the person or persons signing & stamp the bid.

14.3 The Bidders must submit the “Qualifying data” as required in SCC.

14.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such, corrections shall be initiated by the person or persons signing the bid.

#### **14.5 Bids shall be submitted as under:**

Cover-I: Tender fee & Earnest Money Deposit (Bid-Security), as per relevant clause of SCC duly signed along with Contractor’s covering letter and tender fee details (as per tender notice)

Cover-II: Technical Bid

It must contain Tender Document duly signed & stamped, documents furnished by bidder, schedules, undertaking, qualifying requirements (Clause No.5 of SCC), and Technical Data Requirement Sheets. Shall be collectively called as Technical Bid.

Cover-III: Main Cover – It contains Cover I and Cover II.

#### **Price Bid**

Price Bid shall be submitted **“ONLINE”** only.

#### **15.0 Signature of Bids:**

15.1 The bid must contain the name, residence 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 names of all persons signing should also be typed or printed below the signature.

15.2 Bid by a partnership firm, must be furnished with full names of all partners and it is to be signed with name of the partners followed by designation(s) or the authorized partner(s) or other authorized representative(s). The attested copy of Partnership deed is also to be submitted.

15.3 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. The attested copy of Memorandum & Articles of Association is also to be submitted.

15.4 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.

15.5 If it is found that two or more persons who are connected with one another, either financially or as a principal or agent, if have submitted bid under different names without disclosing their connection, then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

15.6 The Bidder’s name stated on the proposal shall be the exact legal name of the Firm.

15.7 Bids not conforming to the above requirements of signing may be disqualified and EMD shall be forfeited.

#### **16.0 Sealing and Marking of Bids:**

- 16.1 Cover-I
1. Bid No.
  2. Due date for opening
  3. Reference of receipt No. & date of tender fee & Earnest money Deposit (EMD)

Seal & Signature of Bidder

- Cover-II
1. Bid No.
  2. Due date for opening.
  3. Technical Bid.
    - Duly signed Tender Documents with amendments, if any.
    - Attached Annexure duly signed with necessary attachments.  
(Necessary tag should be affixed.)

- Cover-III
1. Bid No.
  2. Due date for opening
  3. Technical bid & reference and required certificates.

Cover-I & Cover-II shall be individually sealed and super scribed as indicated above and should be enclosed in Cover-III duly sealed and super scribed as Tender for *“Providing Manpower (Engineers & Security guards(armed)) with Vehicle & driver on contract basis for activities related to Ag. Load control & dist. Loss reduction of Ag. Dom category feeders under Various Sub-Divisions of PGVCL for Five months or as per company’s requirement whichever is less”* against **Bid No. PGVCL/Tech/Vigilance/Manpower/2017/12**

The Bid proposal duly prepared shall be submitted by the Bidder at the date, time and place specified.

The Bid shall be submitted by RPAD or through Speed Post services at the Office of the Chief Engineer (Tech), PGVCL, Registered & Corporate Office, Rajkot. Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of opening are liable to be rejected. Fax / e-mail Bids shall not be considered.

16.2 The Bids shall be sealed in Cover-III.

16.3 a. Bid to be addressed to the Owner at the following address:

**Chief Engineer (Tech),  
Paschim Gujarat Vij Company Ltd.  
Registered & Corporate Office,  
Vij Seva Sadan, Nana Mava Main Road, Laxminagar,  
Rajkot. 360004**

b. It should bear, Tender number, name of the work.

16.4 The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” or “rejected”.

16.5 If the outer envelope is not sealed, the Owner will assume no responsibility for the bid’s misplacement or premature opening.

### **17.0 Last Date for submission of bids:**

17.1 Bids submitted by Fax/E mail will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

17.2 Bids must be received by the Owner at the address specified under Clause No: 16.3, not later than the time & date mentioned in the Invitation to Bid.

17.3 The Owner may, at its discretion, extend this last date for the submission of Bids by amending the Bidding Document, in which case all rights and obligations on the Owner and Bidders previously subject to the last date for submission of tender will thereafter be subjected to the new last date for submission of tender as extended.

## **18.0 Late Bids:**

Any bid received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, will be rejected and not considered for evaluation.

## **19.0 Modification and withdrawal of bids:**

19.1 The Bidder may modify or withdraw its bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the last date for submission of tender prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause No: 16.0. The envelope should indicate clearly for modification in Technical bid. Bid modifications notice by Fax/E mail shall not be entertained by the Owner.

19.3 No bid shall be modified in any manner, whatsoever, subsequent to the last date for submission of bids.

19.4 No bid may be withdrawn in the interval between the last date for submission of bids and the expiration of the period of bid validity.

Withdrawal / modification of a bid during this interval may result in the Bidder's forfeiture of its bid security/EMD.

## **20.0 BID OPENING AND EVALUATION**

20.1 If possible, the Owner will open the Bids in the presence of Bidder's representative(s) who intends to attend on the date and time mentioned for opening of Bids in the Invitation to Bid or in case, any extension has been given thereto, if possible, the extended bid opening date and time shall be notified to all the Bidders who have submitted the bidding document. The Bidder's authorized representative(s) who are present, shall sign a register evidencing their attendance.

20.2 The Bidder's names, Technical modifications, Bid withdrawal, etc shall be announced during the Technical Bid Opening, as the Owner, at his discretion may consider it appropriate.

20.3 If possible, the **ONLINE** Price Bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representative(s) of such bidders who choose to remain present.

20.4 No electronic recording/transmitting devices will be permitted during Technical & Price Bids opening.

20.5 Bidder shall have to mention EMD and Tender fees Receipt No. /DD No. & Amount on the cover, for EMD and Tender fee being paid by the bidder.

20.6 Tender Evaluation will be done including GST amount on end cost basis.

## **21.0 Purpose of evaluation of bids:**

The Bids received / opened will be evaluated by the Owner to ascertain the technical responsiveness of the Bid for the complete scope of the proposal, as covered under these specifications and documents.

All technically responsive Bids shall then be examined to determine the "Lowest Evaluated Commercially and Technically Responsive Bids".

## **22.0 Policy for bids under consideration:**

Bids shall be deemed to be under consideration, immediately after opening of Technical Bid and until such time official intimation of award / rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

### **23.0 Clarification of bids:**

To assist in the examination, evaluation and comparison of Bids, the owner may on his own, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing.

### **24.0 Preliminary Examination:**

- 24.1 The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 24.2 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations. For providing manpower for five months or as per company's requirement whichever is less as per Scope of work, the Owner's determination of a Bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 A bid determined as not substantially responsive, will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
- 24.4 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a major role as deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **25.0 Award Criteria**

The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, including GST, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

### **26.0 Owner's right to accept any bid and to reject any or all bids:**

The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at a time prior to award of contract, any, without thereby incurring any liability/ obligation to the affected Bidder or Bidders.

### **27.0 Notification of award:**

- 27.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or FAX/E mail, that its bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of Security Deposit pursuant to relevant clause No: 34.0, the Owner will notify each unsuccessful Bidder and will discharge its bid security/EMD, pursuant to Clause No: 13.5.

### **28.0 Signing of contract:**

Seal & Signature of Bidder

- 28.1 The Owner will notify the successful Bidder that his bid has been accepted, the Owner will send the Bidder the details / detailed Award, incorporating all agreements between the parties.
- 28.2 Within 7 days of receipt of the detailed Award, the successful bidder shall sign the same with date and return it to the Owner.
- 28.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within 10 days of notification of Award.

## **29.0 DEFINITION OF TERMS**

- 29.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 29.2 'Owner' shall mean the "Paschim Gujarat Vij Company Ltd. Rajkot" (PGVCL) and shall include its legal representatives, successors and assigns.
- 29.3 'Contractor' shall mean the Bidder whose bid is accepted by the Owner for the award of the Contract and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 29.4 'Engineer in charge' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 29.5 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules as may be mutually agreed upon.
- 29.6 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 29.7 'Notice of Award of Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 29.8 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 29.9 'Date of Contract' shall mean the date on which Notice of Award of Contract / Letter of Award has been issued.
- 29.10 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 29.11 A 'Week' shall mean continuous period of seven (7) days.
- 29.12 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 29.13 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner / Engineer.
- 29.14 'Codes' shall mean the following including the latest amendments and/or replacements, if any:

- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
- b) Electricity Act 2003 and Rules & Regulations made there under.
- c) Indian Factory Act, 1948 and Rules and Regulations made there under.

29.15 Words imparting the singular only shall also include the plural and vice –versa where the context so requires.

29.16 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

29.17 Words 'Manpower (Engineers)' means Engineers to be provided under the contract.

29.18 Words 'Security guard' means personnel from the group of Ex-servicemen as specified by DGR.

### **30.0 Price Basis:**

30.1 The Price shall be quoted on percentage basis.

30.2 Bidder has to quote rate in such a way that quality of the staff would not suffer, provided that all the Labour laws including minimum wages act have to be complied by him.

If bidder quotes rates less than minimum wages act, then offer of the bidder will be out rightly rejected without any correspondence.

30.3 The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subjected to variation on any account or for change in quantity.  
A bid submitted with an adjustable price quotation, shall be treated as non-responsive and rejected.

### **31.0 Taxes and Duties:**

31.1 The statutory deduction @ applicable rate shall be deducted from the bills as per Rules.

31.2 As regards the income Tax, surcharge on income tax and any other corporate tax, including GST, if any, the owner shall not bear any tax liability, whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.

31.3 Notwithstanding the tax liabilities as per the above sub-clause , the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract as applicable) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

31.4 Any statutory increase or decrease in the taxes and duties, introduction of new taxes and duties or deletion of existing taxes and duties subsequent to bidders offer if it takes place within the contractual period will be to the PGVCL's account subject to the claim being supported by documentary evidence.

31.5 Before quoting, the bidder may ascertain from the concerned tax authorities, the applicability of Work Contract Tax. GST, etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.

### **32.0 Taxes, Permits & Licenses**

The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition, the Contractor shall

be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

### **33.0 Price Inclusions (including Taxes & Duties):**

#### **33.1 GST:**

If the tax is not eventually payable or there is a difference between the rate mentioned in the bid & GST actually payable, then such amount or difference in payment amount shall be deducted from the actual amount payable towards that item in the price schedule.

#### **33.2 Income Tax**

Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor.

### **34.0 Contract Security Deposit:**

**Security Deposit should be paid within 10 days from the receipt of letter of acceptance sent by PGVCL.**

34.1 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 D.D./Bank Guarantees. Security Deposit either be paid through DD or Bank Guarantees from Nationalized Banks or the banks authorized by Govt. of Gujarat will be acceptable if the amount of security deposit payable exceed Rs. 10,000/-. The Bank Guarantees will be executed on the standard form prescribed by the PGVCL. In case of the Bank Guarantees furnished / submitted, they should have clear one time validity till the completion of the order in all respects. Bank Guarantee for interim period will not be allowed. If by any reasons Contractual period is extended then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PGVCL will be at liberty to encase the same.

34.2 Security Deposit if paid will be returned without any interest on successful completion of the order in all respect.

34.3 If the full security deposit amount is not paid within 10 days from the receipt of the letter of acceptance, then PGVCL will reserves the right to reject the bid at the risk of the cost of Bidder (at the discretion of PGVCL) and without entering into any correspondence(s) and this will be binding on the bidder.

34.4 The termination of contract under this clause shall neither entitle the contractor to reduce the value of the contract Security Deposit nor the time thereof.

34.5 The Contractor shall give guarantee that the whole contract, in accordance with the Contract documents for a period of Six (6) calendar months commencing immediately upon the handing over the contract in written.

### **35.0 Guarantees & Liabilities**

35.1 In the event of any emergency wherein the judgment of the Engineers or security guard of the contractor, delay causing serious loss or damages, repairs or adjustment made by the Junior Engineer or security guard of the contractor or a third party chosen by the Engineer or security guard of the contractor, the cost of such works shall be payable by the Contractor, without advance notice to the Contractor. In the event of such action taken by the Engineer or security guard of the contractor, the Contractor will be notified promptly by the owner. The Engineer of the contractor shall be assisted wherever possible in making necessary corrections/rectifications, the

charges for which shall be payable by the contractor. However this shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract. For the serious loss, damages, repair or adjustment made by the contractual Engineer or security guard, recovery can be made from the SD amount lying with us.

- 35.2 The supplier/contractor/party (i.e. tenderee) has to give Bank Guarantee with validity period of additional 01(one) month i.e. more than actual Guarantee / Warranty period of 6 /12 /18 / 24 /36 / 48 / 60 months (depending upon product) to safeguard Company's interest in case of any eventuality happening on the last day of the Guarantee / Warranty period after office hours of the Bank of Bank holidays.

### **36.0 PENALTY:**

- 36.1 If the contractor fails to provide the Manpower (Engineers & Security guards (armed)) with vehicle and driver within 10 days from the date of issuance of Letter of award, the Owner may penalize the contractor by way of forfeiting the Security Deposit, paid by the contractor.

- 36.2 Any leave except weekly off shall be considered as absent and the contractor shall not be paid for such absent.

- 36.3 Contractor shall have to provide minimum Manpower (Engineers & Security guards (armed)) with vehicle and driver in form of complete team during each calendar month for each Circle as mentioned in Annexure – B.

If the Contractor fails to provide complete team as per Annexure – B, the owner will recover Rs. 200/- for team A and Rs.150/- for Team B per day till contractor provides complete team.

- 36.4 In case reductions in ampere loading found less than 12% in the daily patrolled Ag. feeder by team A (Engineer and Security guard(armed)) only, penalty will be imposed as follows:

- For reduction less than 12% but up to 11%, 5% of total payable amount per team per day i.e Rs174/-.
- For reduction less than 11%, 10% of total payable amount per team per day i.e. Rs.348/-

Penalty as per above rate and applicable GST will be deducted from the bills.

### **37.0 Submission of Bills**

- 37.1 The Monthly bills in respect of manpower shall be submitted in duplicate by Contractor to the Superintending Engineer of respective Circle with all necessary documents as indicated in various terms and conditions of the specifications.

### **38.0 Terms of Payment**

- 38.1 The contractor shall be permitted to raise one bill in duplicate (Two copies) in each Calendar month. The contractor shall submit his bill complete in all respect every month.

- 38.2 The payment shall be made within 30 days of clearance by Engineer In charge, after deducting the Statutory Taxes & Duties and other deductions, if any.

- 38.3 The contractor has to furnish proof of submission of Provident Fund in respect of the staff employed by him with the monthly bill including certificate of payment made to all their employees engaged for the works for the period of bill. The bill shall also be supported by documentary evidence of deduction of P.F. contribution from the salaries of the personnel employed and deposition of the same in the office of the P.F. Commissioner or equivalent.



- 38.4 The contractor shall submit copy of Attendance Register duly certified by Deputy Engineer – Sub Division for the particular month.
- 38.5 No interest will be paid if there is delay in release of payment.
- 38.6 Part payment for work shall not be permitted.
- 38.7 Contractor has to perform his duties, pay to its employee's legitimate dues timely without waiting for payment to be received from PGVCL for its bills.
- 38.8 100 % payment against the Running Account Bill shall be paid to the Contractor.
- 38.9 The GST amount will be paid on submission of Tax invoice with GSTN No.
- 38.10 Currency of Payment: All payments under the Contract shall be made in Indian Rupees only.
- 38.11 The payment shall be made on monthly basis as per attendance of the manpower as approved by Owner on the daily attendance basis by respective circle offices and all decision of circle heads will be final and binding to the contractors.
- 38.12 If any Manpower (Engineers & Security guards (armed)) with vehicle and driver as per annexure B for complete team provided under the contract does not remains present during their working days at working place, payment shall be deducted for per day per team payable amount from the bill for that particular month.
- 39.0** All payments under the Contract shall be made as stipulated in the Contract after signing the Contract Agreement.

#### **40.0: Contract Quality assurances**

- 40.1 The Bidder shall have to submit along with his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works.
- 40.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed Programme shall form a part of the Contract.

#### **41.0 Contract Documents**

- 41.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:
- a) Application: These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
  - b) Invitation to Bid: It includes letter forwarding the Bidding Documents, General Terms and Conditions of Contract and all other documents included under GCC and the Special Conditions of Contract (SCC).
  - c) Contractor's Bid Proposal and the documents: It includes the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
  - d) All the materials, literature, data and information of any sort, given by the Contractor along with his bid, subject to the approval of the Owner.
  - e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

41.2 In the event of any conflict between the above mentioned documents the matter shall be referred to the **Chief Engineer (Tech), PGVCL, Regd. & Corporate Office, Rajkot** whose decision shall be considered as final and binding to the bidders.

#### **42.0 Use of Contract Documents and Information**

42.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

42.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

42.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

42.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

#### **43.0 Jurisdiction of Contract**

The laws applicable to the Contract shall be the laws in force in India. The Courts of Rajkot shall have exclusive jurisdiction in all matters arising under this Contract.

#### **44.0 Execution of Contract:**

44.1 The Owner, 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.

44.2 The Agreement, unless otherwise agreed to, shall be signed within 10 days of the receipt of Letter of Award, at the office of the Owner at Rajkot on a date and time to be mutually agreed. The Contractor shall provide appropriate power of attorney and other requisite materials for signing of the Contract.

44.3 The Agreement will be signed in three copies in original and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.

44.4 The Contractor shall provide free of cost all the Bio data of personnel engaged, submitted with the bid including soft copy to the Owner, to form a part of the Contract immediately after issue of Letter of Award.

44.5 Subsequent to signing of the Contract, the Contractor shall provide the Owner with two copies of agreement at his own cost within fifteen (15) days after the signing of the Contractor.

#### **45.0 Enforcement of Terms**

The failure of 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 any way 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.

#### **46.0 Completion of Contract**

- 46.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided under the clause no 34.5 entitled 'Guarantee'.
- 46.2 If the contract is extended by PGVCL then all terms and condition shall remains unchanged and payment shall be made at the rate accepted by the PGVCL in award.

#### **47.0 Defense of Suits**

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, 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 in connection with any claim based on lawful demands of workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Manpower (Engineers & Security guards (armed)) and / or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

#### **48.0 Limitation of Liabilities**

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments. The aggregate liabilities are limited up to the total contract value.

#### **49.0 Engineer's Decision**

- 49.1 In respect of all matters which are left to the decision of the Engineer in charge including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 49.2 If, in the opinion of the Contractor, a decision made by the Engineer in charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer in charge, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer in charge's decision and the decision shall become final and binding.
- 49.3 The Engineer in charge's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer in charge as rendered shall be promptly observed.

#### **50.0 Power to vary or omit work**

- 50.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer in charge, but the Engineer in charge shall have full powers subject to the provisions hereinafter contained, from time to time

during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract.

The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

50.2 In the event of Engineer in charge requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly.

50.3 If any variation results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

50.4 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer I/C shall prevail.

#### **51.0 Cooperation with other Contractors and Consulting Engineers:**

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as required.

#### **52.0 No waiver of rights**

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

#### **53.0 Certificate not to affect right of owner and liability of the contractor.**

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done / maintained and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

#### **54.0 Liability for accidents and damages**

Under the Contract, the Contractor shall be fully responsible for the manpower deployed (electrical or mechanical; fatal or non-fatal accident) under the contract until the successful completion of period of contract as defined elsewhere in the Bid document.

All other expenses incurred due to mal-operation of equipments, not performing due to reasons of not proper operation, maintenance of equipments shall be to the account of the Contractor.

## **55.0 Force majeure**

55.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

55.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and / or defined above

## **56.0 Termination of Contract:**

56.1 PGVCL reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. PGVCL shall in such an event give thirty (30) days notice in writing to the Contractor of his decision to do so.

56.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts for cancellation of Contract to the extent they are related to the work terminated and terms satisfactory to PGVCL, stop all further activity related to the work terminated, and assist PGVCL in maintenance, protection, and disposition of the works acquired under the Contract by PGVCL. In the event of such a termination, the Contractor shall be paid compensation equal to the amount of work done up to the date of termination.

## **57.0 Contractor's Default**

57.1 If the Contractor shall neglect to perform the contract with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons. Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the contract. If the cost of completing the works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess.

57.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages during contract period.

## **58.0 Termination of contract on owner's initiative**

- 58.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give thirty (30) days notice in writing to the Contractor of his decision to do so.
- 58.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further activity related to the work terminated.
- 58.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.
- 58.4 No assignment, no contracting shall be allowed. No sublet contract is allowed.  
However payroll outsourcing is allowed provided –
1. Contractor shall have to submit agreement between contractor and service provider under pay roll out sourcing.
  2. Contractor cannot change pay roll agency without permission of competent authority of PGVCL.
  3. Contractor shall be held responsible for non compliance of labour laws & will be dealt accordingly.
  4. Contractor/Pay Roll Agency have got labour license under contract labour act before initializing the work.
  5. Contractor/Pay Roll Agency shall maintain attendance register for the persons deployed by them.
  6. Contractor/Pay Roll Agency shall maintain wage register, Pay slips for the persons deployed by them.
  7. Contractor/Pay Roll Agency shall issue Identity Card to the deployed persons.
  8. Contractor and Pay Roll Agency shall have valid work compensation policy to cover the deployed persons.
  9. Contractor/Pay roll agency shall have to submit above mentioned documents to EIC along with monthly bill.
  10. The payment may be made only after due compliance of Labour laws & Rules and EPF Scheme by Pay Roll Agency.

11. Contractor shall keep close vigil on his Pay Roll Agency for strict compliance of provisions of contract labour Act & Rules, EPF Scheme and other labour laws applicable to agency.
12. Contractor & Pay Roll agency shall be responsible for all the liability what so ever under the labour laws or any other laws emerging employment of the deployed / deputed employer by service provider.
13. Contractor shall provide training to the deployed staff.
14. Contractor & Pay Roll Agency shall be responsible and accountable for any accident occurred to their deployed staff for what so ever reason and shall be liable to pay adequate compensation for loss of life, disability or injury.
15. Contractor & Pay Roll Agency have legal authorization for carrying out contract as per I.E Rule.

## **59.0 Prevention of Contract**

- 59.1 In the event of prevention of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 61.3 below.
- 59.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and / or Contractor then the works under the Contract shall be suspended.  
  
Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as prevention of the Contract.
- 59.3 In the event referred to in sub-clauses 61.1 & 61.2, the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on merit basis and shall be determined by mutual agreement between the parties.

## **60.0 Grafts and Commissions etc.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) 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 Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

## **61.0 Settlement of disputes**

- 61.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 61.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the execution of the Works Contract or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer for Manpower (Engineers) & Security guards (armed), who, within a period of thirty (30)

days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

- 61.3 As hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 61.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 61.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

## **62.0 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 Managing Director 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.

## **63.0 Reconciliation of Accounts**

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the Owner before the award of Contract.

## **64.0 Labour laws**

- 64.1 Persons below the age of 18 years shall not be employed for the work.
- 64.2 Contractor shall maintain a valid Labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
- 64.3 The Contractor shall at his own expenses comply with all Labour laws and keep the PGVCL indemnified in respect thereof. Some of the major liabilities under various Labour and industrial laws which the Contractor shall comply with are as under:
- i) Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates



made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.

- ii) Payment of deposit in respect of each contract Labour at the rate of Rs.30 or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
- iii) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
- iv) Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
- v) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
- vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
- vii) Payment of compensation in case of accidental injury.
- viii) Maternity Leave as per the provisions of the Maternity Benefit Act.
- ix) In case, PGVCL becomes liable to pay any wages or dues to any manpower deployed 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.
- x) 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.
- xi) If the PGVCL is caused to pay under any law as principal employer such amount as may be necessary to cause of observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the contractor, the PGVCL shall have the right to deduct any money due to the contractor under this contract or any other contract with the PGVCL including his amount of Security Deposit 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.
- xii) Salient features of some major laws applicable to establishments engaged.
  - Employees compensation Act'1923.
  - Payment of Gratuity Act'1972.
  - Employee P.F. and Miscellaneous Provision Act'1952.
  - Maternity Benefit Act'1951.
  - Contract Labour (Regulation & Abolition) Act'1970.
  - Minimum Wages Act'1948.
  - Payment of Wages Act'1936.
  - Equal Remuneration Act'1979.
  - Payment of Bonus Act'1965.
  - Industrial Dispute Act'1947.
  - Industrial Employment (Standing Orders) Act'1946.
  - Trade Unions Act'1926.
  - Child Labour (Prohibition & Regulation) Act'1986.
  - Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) act'1979.

- Factories Act'1948.

The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various Labour laws, in force from time to time, from Statutory Authorities like State Government / Government of India, which the Contractor shall have to comply with.

#### **64.4 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. Provident Fund and Family pension Scheme at the rate made applicable by the Government from time to time of the wages.

The Contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with respective Regional Provident Fund Commissioner.

#### **64.5 Deposit Linked Insurance Scheme**

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

#### **64.6 Administrative Charges:**

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

#### **64.7 Paid Leave Facility:**

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour, shall be provided by the Contractor to his workers. He shall maintain Leave Records, Leave Cards, for individual laborer which shall be duly verified, approved and certified by the authorized Officer of the PGVCL. However, the salary / rewards paid for such leave (s) / holiday (s) shall be borne by the contractor and PGVCL is not at all responsible for the same and such issues.

#### **64.8 Employee's Compensation Fund and Employer's Liability Insurance:**

The contractor shall cover all his employees under employee's compensation fund and under the liability insurance. The contractor will arrange insurance policies for arranging payment to his staff injured / met with accident (Fatal / Non-Fatal) on duty of sufficient amount as per Labour laws jointly in favour of Engineer In Charge. In case of any such happening contractor will be liable for any other payment to workers / staff engaged as per existing Rules. Owner will not make any such payment to the contractor's staff or any compensation etc. during the pendency of the contract.

#### **64.9 Contractor to Indemnify the PGVCL:**

The Contractor shall Indemnify the PGVCL and every member officer and employees of the PGVCL also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above 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 his obligation under the contract documents. The PGVCL shall not be liable for intervention of authority Government for or in respect of performance of his 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 and the contractor shall indemnify PGVCL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **64.10 Wages to be paid & time of payment etc. by the contractor**

- a) The wages of every staff employed by contractor under this contract shall be paid by him before the expiry of 7th day of the last day of the month in respect of 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 per each day or as per the prevailing rules of Labour laws.
- b) The Contractor shall give his Telephone (Office, Residence and Mobile Number) and Address to the PGVCL, so that, in case of Labour trouble etc. the Contractor can be contacted.

#### **64.11 Registration with Provident Fund Office**

- I. The separate P.F. code issued from P.F. commissioner is required to be taken by contractor.
- II. If the contractor does not possess separate P.F. code number of RPF, his tender will not be considered for acceptance.
- III. The contractor should mention separate P.F. code number allotted by RPF, along with the tender.
- IV. It should be ensured that all the manpower deployed are covered under the provident fund scheme and employees' pension scheme and their contributions are remitted regularly to the concerned RPF. The photo copies of the chalan in this regard should be submitted timely.

#### **65.0 Behavior and attitude:**

The behavior and attitude of the personnel employed by the contractor towards members of public, PGVCL staff, and Political individuals shall be very polite. In case of any abuse/attack by the individual person or by a mob or section of residents, the Contractor or his personnel shall not take Law in their hand, but, take appropriate legal steps and inform the Engineer-in-charge immediately, who will make his best efforts to bring Law & Order and resolve the issue.

#### **66.0 Uniform and required kits for Security guards:**

The contractor shall have to provide security uniform, badges, clubs (Lathi), torches, shoes and required kits etc. to security guards in consultation with the authorized officer of the company for proper identification. The contractor must distribute 02 (two) pairs of uniform and other articles e.g. Raincoat, shoes in presence of MD or Senior officials.

#### **67.0 Identity Card:**

Necessary Identity Card shall be provided by the Contractor as prescribed by PGVCL to them, which shall be invariably put on by them while on duty in such a way that it should be easily visible.

#### **68.0 Marking of attendance:**

The presence of Manpower (Engineers & Security guard (armed)) and vehicle with driver shall be meticulously recorded.

The hours of duties of Manpower (Engineers & Security guard (armed)) and the other staff shall be fixed by the in charge Engineer. The total staff set-up approved shall be available all the time as per the duty schedule.

However, in case of extreme emergency, the personnel employed by the Contractor shall work till the emergency is over.

## **69.0 Manpower Deployment**

a) Contractor shall have to deployed efficient Manpower (Engineers & Security guard (armed)) with vehicle & driver as required by PGVCL; and change in deployed manpower during contract, if required, shall be done after due approval of concerned authority of PGVCL.

b) The manpower deployed has medically fit and supporting documents are needed.

c) In case the person is not found up to the mark during the execution of the contract, it shall be responsibility of the contractor to replace the same within three days.

Replacement of such person will be allowed if such person possesses same qualification. Acceptance of such person will be approved by competent authority of PGVCL. It is the right of owner for deciding substitute.

d) The upper age limit for the Manpower (Engineers) deployed should be 35 years.

e) The Contractor has to engage security personnel from the group of ex-servicemen as specified by DGR, New Delhi, retired personnel from Indian Army, Indian Air Force & Indian Navy including BSF, CRPF, CISF and Assam Rifles only. Agency is expected to provide minimum 20% Ex-army personnel.

f) Contractor shall have to make his own arrangement for residential accommodation, conveyance etc., for his Manpower (Engineers & Security guards (armed)). The company will not make any payment for such arrangements during the stay at headquarter.

## **70.0 Physical Fitness, Eligibility & Age criteria for Security guards**

For Ex-service men as specified by DGR (New Delhi)

Age Limit	: Minimum 20 Years, Maximum 60 Years.
Height	: Minimum 5'- 6"
Weight	: Not Less than 50 Kg.
Chest	: Minimum 32"
Education	: Minimum 8th Std. Pass and should be able to read & write Gujarati Language
Eligibility	: Ex-servicemen as specified by DGR. NEW DELHI should be retired personnel from Indian Army, Indian Air Force & Indian Navy including BSF,CRPF,CISF, Assam Rifles only.
BMI	: i.e. Body Mass Index – Maximum 26.

They should be physically fit and mentally alert and should be able to run a kilometer in three minutes.

Contractor should submit character certificate of all personnel at the time of engaging and police verification for each personnel within one month.

In case of non availability of armed guards, Un-armed security guards may be preferred and payment will be made accordingly.

## **71.0 Relieving of Manpower:**

Contractor cannot relieve their manpower supplied under the contract without concurrence with Superintending Engineer of concerned Circle offices.

## 72.0 Condition for Providing Vehicle:

- The vehicle to be offered for hiring shall be in up-to- date condition.
- The vehicle to be offered must have taxi passing registration and comprehensive insurance covering passengers according to the sitting capacity throughout of contract period.
- Vehicle should be available for 12hrs. on daily basis.
- Contractor shall have to submit the certified copy of the documents for the offered vehicle.
- The vehicle to be offered shall not be older than 2 (two) years as on date of tender opening.
- The contractors shall immunize company's personnel against any claim arising out of accidents or misbehaviour of driver. The vehicle shall be kept properly insured all the time to cover the 3<sup>rd</sup> party risk and simultaneously immunized company on account of claims from public, police department etc.
- Driver shall preferably be below the age of 40 years and never above 55 years. The lodging and boarding of the driver shall be borne by the Contractor.
- Driver should possess valid driving license throughout of contract period.
- Driver should be provided with mobile phone and should be available with him for 24 hrs., cost of which should be borne by the contractor.
- Expense for repairing, maintenance, petrol/diesel etc. of vehicle as well as payment to the driver should be borne by the contractor. No price variation will be payable on petrol/diesel.
- Allotment of vehicle to the outsourced teams and co-ordination for the same with driver shall be the responsibility of contractor.
- In case of non-availability of regular vehicle, alternate arrangement of vehicle with driver should be made by contractor at their own cost.
- Daily route of vehicle shall be managed by concerned team leader and shall be submitted along with monthly bill in PGVCL's prescribed format.
- Vehicle charge is fixed irrespective of the Kms. vehicle run.
- All roads tolls/bridges tolls shall be reimbursed on production of proof of payment along with bills
- TDS at applicable rate will be deducted from monthly bill.
- In case of any injury to outsourced staff or damage to vehicle due to assault, Financial and legal responsibility will be of contractor and for which contractor shall have to take necessary insurance.

**(SCC)**  
**SPECIAL CONDITIONS OF CONTRACT**

**1.0 General Particulars:**

This part of the Bid Document relates to certain specific/special terms and conditions particular to the Contract. The provisions herein are to be read and understood in conjunction with the relevant provisions elsewhere in the General Conditions of Contract (GCC) The intent of provisions herein are specific to this contract and are, in general, supplementary to related provisions under GCC. However, in certain provisions which are contrary to those in GCC, the provisions in these Special Conditions of Contract will prevail.

**2.0 Tender Fee:**

The tender fee specified in notice inviting tender is payable by Cash (for amount up to Rs. 10,000 only)/Demand Draft (DD) at Rajkot drawn on any Scheduled Bank/ Nationalized Bank in favour of Paschim Gujarat Vij Company Ltd. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).

**2.1 Minimum tendering Quantity:**

**Bidder shall have to quotes for full quantity as per Annexure A.**

**3.0 Earnest Money Deposit (EMD):**

3.1 As the estimated cost for this Tender is **Rs. 13,55,32,058.39** the EMD shall be 1% value of offered quantity.

**4.0 Declaration by Bidder:** The Bidder shall sign the Declaration enclosed to this SCC and not furnishing the same will make the Bid invalid.

**5.0 Qualifying Requirement:**

To be qualified for award, the bidder shall provide following satisfactory documentary evidence to PGVCL towards Bidder's capability and adequacy of resources:

- a) Contractor should have **experience of minimum two years** in the field of "Manpower supply". Bidder shall have to submit the proof for the same in the form of Contract awarded by other Company/ organization.
- b) Bidder should have an experience for supply of minimum 50 Manpower to a single agency under single contract.
- c) The completion / Performance certificate from the clients for contract executed and job in hand together with their addresses and value of the work order during **last two years** to be submitted.
- d) Contractor must have a GST Registration no. and have to provide certificate/Provisional certificate.
- e) Bidder should have adequate financial capability and stability to meet the financial obligations arising out of scope of work (The bidder shall submit last two years of their profit and loss account audited by C.A.). Financial turnover of bidder shall not be less than Rs. 1.0 Crores, during any or more of the preceding 2 financial years for the scope of the work certified by C.A.. Bidder shall

have to produce the solvency of Rs. **50.00 Lacs** of Nationalize/ Scheduled Bank decided by Govt. of Gujarat.

- f) Bidder should have minimum database of 75% of total required Manpower (Engineers) having qualification of B.E. Electrical.
- g) The organization may be a company under company act.
- h) The Bidder shall furnish bidding schedule F1 to F11 for list of personnel, establishment, plant Equipment / experience to handle same type of works etc in the past 2 years.
- i) The Owner reserves the right to request for any additional information, if in the opinion of the Owner, the bid is in-complete and also reserves the right to reject the Bid proposal of any Bidder, if in PGVCL's opinion the Qualification data is incomplete and Bidder is not qualified to perform the Contract satisfactorily. **The decision of the PGVCL in all respect shall be final and binding on all the bidders**
- j) The bidder shall have registered under GST, Income tax Act, and should have CPF Registration Certificate.
- k) The bidder shall have to produce certified copy of License Number under Private Security Agencies Regulation Act-2005 (PSARA 2005).

## **6.0 Additional Documents:**

Apart From various documents to be furnished along with the Bid as required in the GCC, the following documents/details are to be furnished by the bidder:

1. Income tax PAN No./ GST Registration No. date/ issuing Authority.
2. Regn. No. under Shops & Estt. Act/ issuing authority
3. Details of the Company.
4. Copy of partnership Deed or Memorandum of article of Association
5. Experience Record and details of orders pending / executed for various utilities
6. Last two years Audited Accounts/Annual report
7. Solvency certificate from Bank as mentioned in 'b)' of clause No. 5 of SCC.
8. Copy of PF code Number allotted by PF authority.
9. ESI Number

## **7.0 Instructions before submitting your bid:**

1. Bidders are permitted to quote the rates on percentage (**Zero or Negative percentage not allowed**) basis (firm price only).
2. The Bid evaluation of Tender shall be carried out on the basis of percentage quoted by the bidders including GST.
3. The bidder must ensure that all the Schedules are completely filled up in their tenders and that complete information called for is given. Failure to furnish full and complete details or furnishing vague information would make the tender liable for rejection.
4. Please note that the evaluation will be carried out on the strength of content of bid only. No further correspondence will be made.

## **8.0 Minimum wages payable to Manpower:**

- 8.1 Bidder shall have to pay to outsourced Manpower (Engineers) in such a way that quality of the staff would not suffer, provided that all the Labour laws including minimum wages act have to be complied by him.

8.2 For outsourced Manpower (Security guards- Ex-Servicemen(armed)), Bidder shall have to pay 60% higher wages than the Minimum Wages declared by the Labour and Employment Department, GOG applicable for Civilian Guard.

If any variation in minimum wages declared by the competent authority from time to time under minimum wages Act 1948 will be reimbursed to contractor on submission of documentary evidence for payment thereof.

To ensure the same, Contractor shall have to submit the proof of payment made to the Manpower (Engineers & Security guards (armed)) engaged under the contract every month. Contractor shall have to make payment to outsourced engineers & Security guards (armed) through Cheque only. Contractor shall have to submit the manpower's Bank A/c No., Cheque No. & date along with the proof for amount paid to manpower.

#### **9.0 Tentative Sub-division wise list of Manpower to be provided:**

**Manpower to be provided as per attached List (Annexure – B) of the Sub-division, however, it is only indicative. PGVCL reserves the right to change/ shift in the place of Manpower.**

#### **10.0 Providing of Manpower under the Contract:**

Successful Bidder shall have to provide 166 nos. of Manpower (Engineers) & 795 nos. of Security guards (armed) with 265 nos. of vehicle with driver as an outsourced manpower within 10 days from the date of award of contract.

**Contractor shall have to deployed complete A and B type teams. (i.e. One Engineer, Three Security guards (Armed) with vehicle and driver for Team A and Three Security guards (armed) with vehicle and driver for Team B). Incomplete team shall be considered as absent team.**

**In case non-deployment of complete team including vehicle and driver, per day per team payable amount will not be paid, as well as it will attract penalty as per Penalty clause no. 36 of the tender.**

**PGVCL reserves the right to discontinue the services of Manpower (Engineer & Security guards (armed)) with vehicle and driver provided by contractor, if ampere load reduction is found less than 9% in the Ag. feeder that is patrolled by them for any ten (10) days in a month without any intimation.**



**Tender No: PGVCL/Tech/Vigilance/ Manpower/2017/12**

**Declaration**

**“E-Tender for Providing Manpower (Engineers, Security guards (armed)) & Vehicle with driver on contract basis for activities related to Ag. Load control and dist. Loss reduction of Ag. Dom category feeders under various Sub-divisions of PGVCL for the period of five months or as per company’s requirement whichever is less” as per tender specifications complete along with all the tender Terms and Conditions.**

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

- A. I/ We, the undersigned, have read and understand the Tender Specification NO. **PGVCL/Tech/Vigilance/Manpower/2017/12**
- B. The price components in the bid are firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- C. I / We declare that our bid is strictly in line with Tender Specifications 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.
- D. 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 the Bid. I/ We hereby further undertake that during the said period I/ We shall not vary/ alter or revoke my/ our Bid.

Signature of Authorized representative  
of Company / Agency

NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_

Name of BIDDER

## Annexure - A

### Profile of minimum required Manpower & Vehicle (As per Clause 3.1 of GCC)

Sr. No	Designation	Nos. of Manpower	Minimum Qualification
1	Manpower (Engineers)	<b>166</b>	B.E. Electrical
2	Security guards (Armed)	<b>795</b>	8 <sup>th</sup> standard passed and should able to read & write gujarati language
3	Vehicle with Driver(Closed body jeep)	<b>265</b>	

**Note:** If the demand of work requires more/ less manpower, then contractor has to arrange the same.

## Annexure-B

### Nos. of Manpower (Engineers) & Security guards with Vehicle and driver required for Ag. load control activity

CIRCLE	DIVISION	SUB DIVISION	Nos. of Team	Nos. of Manpower (Engineers) Required	Minimum Man Days to be provided by contractor in Each Month 26(Days) X Nos. Of Manpower (Engineers) Provided	Nos. of Manpower (Armed Security guards) Required	Minimum Man Days to be provided by contractor in Each Month 26(Days) X Nos. Of Manpower (Security guards) Provided	Nos. of Vehicle (Closed body jeep) Required
Rajkot Rural	GONDAL	Gondal R-1	2	1	546	6	2964	2
		Gondal-R-2	2	1		6		2
		Vasavad	2	1		6		2
		Kotda	2	1		6		2
	DHORAJI	Dhoraji Rural	2	1		6		2
		Upleta Rural	2	1		6		2
		Bhayavadar	2	1		6		2
	RAJKOT RURAL	Paddhari	2	1		6		2
		Lodhika	2	1		6		2
		metoda	1	1		3		1
		Kuvadva	1	1		3		1
		Ronki	2	1		6		2
	JASDAN	Vichhhiya	2	1		6		2
		Jasdan	1	1		3		1
		Sardhar	2	1		6		2
		atkot	2	1		6		2
		Tramba	2	1		6		2
		Jamkandorna	2	1		6		2
		Jetpur Rural	2	1		6		2
		Navagadh	1	1		3		1
Jamkandorna 2	2	1	6	2				
<b>RAJKOT RURAL CIRCLE</b>			<b>38</b>	<b>21</b>		<b>114</b>		<b>38</b>
Morbi	MORBI	Morbi Rural	2	1	286	6	1482	2
		Lalpar	1	1		3		1
		Tankara	2	1		6		2
		Shanala	1	1		3		1
	HALVAD	Sara	2	1		6		2
		Halwad T	2	1		6		2
		Halwad R	2	1		6		2
		Charadwa	2	1		6		2
	WANKANER	Wakaner City	1	1		3		1
		WakanerRural-1	2	1		6		2
WakanerRural-2		2	1	6	2			
<b>MORBI CIRCLE</b>			<b>19</b>	<b>11</b>		<b>57</b>		<b>19</b>
Porbandar	PBR CITY	Coastal	1	1	338	3	1482	1
	RURAL	Kutiyaana	1	1		3		1

		Batawa	1	1		3		1
		Bagvadar	2	1		6		2
		Ranavav	1	1		3		1
		Rana-Kandorna	1	1		3		1
	<b>KESHOD</b>	Keshod - T	1	1		3		1
		Keshod R-1	2	1		6		2
		Keshod-R-2	2	1		6		2
		Malia	2	1		6		2
	<b>MANGROL</b>	Chorwad	2	1		6		2
		Mangrol-R	2	1		6		2
		Madhavpur	1	1		3		1
<b>PORBANDAR CIRCLE</b>			<b>19</b>	<b>13</b>		<b>57</b>		<b>19</b>
<b>Jamnagar</b>	<b>CITY-1</b>	Hapa	2	1	598	6	2730	2
		Rural	2	1		6		2
	<b>CITY-2</b>	Sikka	1	1		3		1
		Shapar	1	1		3		1
		Jodiya	1	1		3		1
	<b>RURAL</b>	Dhrol - Rural	2	1		6		2
		Kalawad (W)	2	1		6		2
		Kalawad (E)	2	1		6		2
		Dhrol - Town	1	1		3		1
		Nikawa	2	1		6		2
		Amran	1	1		3		1
		<b>KHAMBHALIYA</b>	Khambhaliya Rural	1		1		3
	Khambhaliya Town		1	1		3		1
	Vadatra		2	1		6		2
	Bhanvad		1	1		3		1
	<b>JAMJODHPUR</b>	J.J(E)	2	1		6		2
		J.J(W)	2	1		6		2
		Lalpur	2	1		6		2
		Verad	2	1		6		2
		Samana	1	1		3		1
<b>DWARKA</b>	Bhatiya	1	1	3	1			
	Dwarka	1	1	3	1			
	Kalyanpur	2	1	6	2			
<b>JAMNAGAR CIRCLE</b>			<b>35</b>	<b>23</b>		<b>105</b>		<b>35</b>
<b>Junagadh</b>	<b>RURAL-1</b>	Visavadar - I	2	1	390	6	1872	2
		Visavadar - li	2	1		6		2
		Bhesan	2	1		6		2
		Bilkha	2	1		6		2
		Junagadh - R	2	1		6		2
	<b>RURAL-2</b>	Shapur	1	1		3		1
		Manavadar - 1	1	1		3		1
		Manavadar - 2	2	1		6		2
		Mendarda	2	1		6		2
		Vanthli	1	1		3		1
	<b>VERAVAL</b>	Prabhas Patan	2	1		6		2
		Talala	1	1		3		1
		Pranchi	2	1		6		2
		Ankolwadi	1	1		3		1
		Sutrapada	1	1	3	1		
<b>JUNAGADH CIRCLE</b>			<b>24</b>	<b>15</b>		<b>72</b>		<b>24</b>
<b>Bhuj</b>	<b>BHUJ</b>	Bhuj Rural	2	1	390	6	2028	2
		Madhapar	2	1		6		2

	MANDVI	Deshalpar	2	1	78	78	2			
		Kukma	2	1			6	2		
		Mandvi - T	1	1			3	1		
		Mandvi - R	2	1			6	2		
		Dahinsara	2	1			6	2		
		Mundra	1	1			3	1		
		Mundra-2	2	1			6	2		
		Gadhsisa	2	1			6	2		
	NAKHATRANA	Nakhtrana	2	1			6	2		
		Ravapar	2	1			6	2		
		Dayapar	1	1			3	1		
		Kothara	2	1			6	2		
		Naliya	1	1			3	1		
	<b>BHUJ CIRCLE</b>			<b>26</b>			<b>15</b>		<b>78</b>	<b>26</b>
	Anjar	ANJAR	Anjar Rural	2			1	156	780	2
Anjar Rural-2			2	1	6	2				
BHACHAU		Bhachau	2	1	6	2				
		Rahpar	2	1	6	2				
		Bhimasar	1	1	3	1				
		Samkhiyali	1	1	3	1				
<b>ANJAR CIRCLE</b>			<b>10</b>	<b>6</b>		<b>30</b>	<b>10</b>			
Bhavnagar	RURAL	Vartej	1	1	442	1716	1			
		Vallabhipur	1	1			3	1		
		Shihor R	2	1			6	2		
		Sanosara	1	1			3	1		
	MAHUVA	Mahuva R-1	2	1			6	2		
		Mahuva R-2	2	1			6	2		
		Jesar	1	1			3	1		
		Bagdana	2	1			6	2		
	PALITANA	Talaja 1	2	1			6	2		
		Gariyadhar	1	1			3	1		
		Palitana R	1	1			3	1		
		Trapaj	1	1			3	1		
		Ghodidhal	1	1			3	1		
		Gariadhar2	1	1			3	1		
		Talaja 2	1	1			3	1		
	CITY-2	Mamsa	1	1			3	1		
		Ghogha	1	1			3	1		
	<b>BHAVNAGAR CIRCLE</b>			<b>22</b>			<b>17</b>		<b>66</b>	<b>22</b>
Botad	BOTAD	Botad T-2	1	1	208	1014	1			
		Botad Rural	2	1			6	2		
		Barwala	2	1			6	2		
		Paliyad	2	1			6	2		
	GADHADA	Gadhada	2	1			6	2		
		Gadhada R2	1	1			3	1		
		Dhasa	2	1			6	2		
		Dhola	1	1			3	1		
<b>BOTAD CIRCLE</b>			<b>13</b>	<b>8</b>		<b>39</b>	<b>13</b>			
Amreli	AMRELI-1	Amreli Rural	2	1	624	2808	2			
		Lathi	2	1			6	2		
		Chital	1	1			3	1		
		Liliya	1	1			3	1		
		Babara (T)	1	1			3	1		

		Damnagar	1	1		3		1
		Babara (R)	1	1		3		1
	AMRELI-2	Dhari1	1	1		3		1
		Bagasara	2	1		6		2
		Kukavav	2	1		6		2
		Vadia	2	1		6		2
		Chalala	2	1		6		2
		Dhari 2	2	1		6		2
		SKD Rural	2	1		6		2
	S'KUNDALA	Jafarabad	1	1		3		1
		Khambha	2	1		6		2
		Vijapadi	2	1		6		2
		Rajula Rural	2	1		6		2
		Una 1	1	1		3		1
	UNA	Una 2	1	1		3		1
		Kodinar 1	1	1		3		1
		Kodinar 2	2	1		6		2
		Dhokadva	1	1		3		1
		Girgadhada	1	1		3		1
		<b>AMRELI CIRCLE</b>				<b>36</b>		<b>24</b>
Surendranagar	SURENDRANAGAR	Wadhwan	1	1	338	3	1794	1
		Muli	2	1		6		2
		Chotila	2	1		6		2
		Than	2	1		6		2
		Surendranagar - R	2	1		6		2
	LIMBDI	Limbdī - R	1	1		3		1
		Chuda	2	1		6		2
		Sayla	2	1		6		2
	DHRANGADHRA	Dharangadhra R	2	1		6		2
		Rajsitapur	2	1		6		2
		Patadi	1	1		3		1
		Dasada	2	1		6		2
		Bavli	2	1		6		2
	<b>SURENDRANAGAR CIRCLE</b>			<b>23</b>		<b>13</b>		
<b>PGVCL TOTAL</b>			<b>265</b>	<b>166</b>	<b>4316</b>	<b>795</b>	<b>20670</b>	<b>265</b>

## BIDDING SCHEDULE – F1

### Details of Human Resources

Details of the human resources available with the bidder for the successful performance of the contract.

Name of Bidder:

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Sr. No	Designation	Name	Qualification	Professional experience & details of works carried out.	Remarks

Signature of Authorized representative Of  
Company / Agency

NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_

Name of tendering Company

## BIDDING SCHEDULE – F2

Details of Manpower Supplied by the bidders to various establishment

Period: LAST TWO YEARS

Name of Bidder:

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Sr. No.	Order No. / Date	Description of Work	Nos. of Manpower supplied	Period	Order Amount in Rs.	Name of Order Placing Authority
1	2	3	4	5	6	7

**Note:** Certificate for satisfactory work completion from order placing authority such as Board/ Organization should be invariably attached with this schedule.

Signature of Authorized representative Of  
Company / Agency

NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_

Name of tendering Company



## BIDDING SCHEDULE – F3

### FINANCIAL CAPABILITY

Name of Bidder: \_\_\_\_\_

<b>Sr. No.</b>	<b>Details</b>	<b>Amount Rs. In lacs</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	Solvency		A Scheduled Banker's Certificate of present Solvency be attached
2	Annual turnover for last two years, for the scope of work		
3	Price of the biggest job carried out, for the scope of work.		

Signature of Authorized representative Of  
Company / Agency

NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_

Name of tendering Company

## BIDDING SCHEDULE – F4

### DETAILS OF PARTNERS / DIRECTORS WITH THEIR ADDRESS

Name of Bidder:

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Sr. No	Designation	Name (address)	Office address with Phone Numbers	Residence	Working Place
1	2	3	4	5	6

Signature of Authorized representative Of  
Company / Agency

NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_

Name of tendering Company

## **BIDDING SCHEDULE – F5**

Memorandum / Articles of associations or constitution of firm with the names of partners / directors. (To be submitted separately with the offer duly sealed and signed.)

## **BIDDING SCHEDULE – F6**

Attested copy of Resolution of partners / Board / Authority acceptable by law of the firm authorizing 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.)

## BIDDING SCHEDULE –F7

### DETAILS OF THE FIRM

#### NAME OF THE FIRM:

1	Address of Registered Office	
2	Contact Personal	
3	Designation	
4	Residential Address	
5	Phone Nos. (Office and Residential) and Mobile Numbers.	
6	Fax No.	
7	E mail address	

**Signature of Authorized representative Of  
Company / Agency**

**NAME:** \_\_\_\_\_  
**DESIGNATION:** \_\_\_\_\_

**Name of tendering Company**

## BIDDING SCHEDULE – F8

### LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

Sr. No	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items/Description of work

**Signature of Authorized representative Of  
Company / Agency**

NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_

Name of tendering Company

**Schedule – F9**

**DEVIATION SHEET**

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

<b>Deviation offered to Chapter No, Clause No. of the tender document</b>	<b>Deviation offered</b>

**Signature of Authorized representative Of  
Company / Agency**  
**NAME:** \_\_\_\_\_  
**DESIGNATION:** \_\_\_\_\_

**Name of tendering Company**

**Schedule F – 10**

**Duly Notarised**

(On Stamp Paper of Rs.100/-)

<b>CONTRACT AGREEMENT</b>
---------------------------

This agreement is made at RAJKOT on the -----day of -----in the Christian year Two thousand \_\_\_\_\_ 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 **Tender for Providing Manpower (Engineers), Security guards (armed) & Vehicle with driver on contract basis for activities related to Ag. Load control & Dist. Loss reduction of Ag. Dom category feeders under various Sub-Divisions of PGVCL for the period of Five MONTHS or as per company’s requirement whichever is less”** 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:

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 PGVCL 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 payments to be made at such times and in such manner as are provided by the contract.

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.

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. :

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) :-----  
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ii) -----  
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**Schedule F-11 – [A]**

**E. M. D. BANK GUARANTEE FORMAT**

**FOR TENDER NO.: PGVCL/Tech/Vigilance/Manpower/2017/12**

**APPENDIX – I**

***(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)***

Messer's WHEREAS \_\_\_\_\_ (Name & Address of the Firm) having their registered office at \_\_\_\_\_ (Address of the firms Registered office) (Hereinafter called the 'Tenderer') wish to participate in the tender No. \_\_\_\_\_ for \_\_\_\_\_ of (Supply/ Erection/Supply & Erection Work) (Name of the material/ equipment / Work) for \_\_\_\_\_ Paschim Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this Guarantee which will be **6 (SIX)** months (from the date of submission) which is required to **be submitted by the tenderer along with the tender.**

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

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

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

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

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of E.M.D.) (Rupees \_\_\_\_\_) (In words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date of Validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of the Bank's Authorised Signatory with Official Round Seal.

---

NAME OF DESIGNATED BANKS:

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

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

**Schedule F-11 – [B]**

**ON STAMP PAPER OF RS.100/-**

**FORM OF BANKER'S UNDERTAKING**

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

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

L.O.A. No. \_\_\_\_\_ dated \_\_\_\_\_.

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

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

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

Place:

Date:

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

NAME OF DESIGNATED BANKS:

All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.

Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank.

Co-operative Bank and Commercial Banks recognized/ notified by Govt. of Gujarat.

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

Seal & Signature of Bidder

**Schedule F-11 – [C]**

**ON STAMP PAPER OF RS.100/-**

**FORM OF BANKER'S UNDERTAKING**

**[For Performance Guarantees (PG) for Warrantee Period  
as per commercial terms and conditions of tender]**

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

P. O. (A/T). No. \_\_\_\_\_ dated \_\_\_\_\_.

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

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

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

Place:

Date:

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

**NAME OF DESIGNATED BANKS:**

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

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