

## **General Commercial Terms and conditions:-**

### **SCOPE OF WORK:**

Major works covered in this work are **“Providing and fixing (Mitsubishi, Hitachi, O’general, Carrier, Daikin or Voltas make) Split Air Conditioners (machine year-2018 model) of 2.0 Ton Capacity at PGVCL corporate office, Rajkot.”** as per specifications and terms mentioned here under.

(1) The site of proposed work is situated at **PGVCL, Corporate office, Nana Mava Road, Laxminagar Rajkot.**

(2) Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job.

### **1. Tender fee is to be paid as under:**

Tender fee plus GST (Non-refundable) as notified in the tender notice should invariably be paid by way of Cash / Demand Draft / Banker’s Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO’s) & Cheques are not acceptable. Demand Draft should be in the name of “Paschim Gujarat Vij Company Ltd.”, Payable at Rajkot. (Tender fee will be accepted in cash at PGVCL Corporate office, Rajkot cash counter during office hours on working days.)

The tender fee is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation / scrap of tender, in such case tender fee may be refunded without GST to bidder(s), at sole discretion of the purchase company.

Tender fee Money receipt / Demand Draft / Banker’s Cheque must be kept in the EMD cover; otherwise supplier’s offer is liable to be rejected.

### **2. Earnest Money Deposit (EMD) is to be paid as under:**

**2.1** All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries.

**2.2** In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.

**2.3** The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO/NSIC/DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI (SSI/ MSME Part-II / Udhog Aadhar Memorandum) & CSPO/NSIC/DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible in the tender if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

The MSME firms has to submit valid duly notarized copies of SSI/MSME Part II / Udhyog Aadhar memorandum and CSPO/NSIC/DGS&D registration certificates in EMD cover to avail benefit of MSME unit for EMD payment. The documents required for MSME is mandatory to avail benefit of MSME unit.

**2.4** The Certificates should indicate the manufacture of items offered.

**2.5** Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.

**2.6** Participants not covered under these categories mentioned at Clause No. 2.3 will have to pay EMD compulsory, as prescribed below, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.

**2.7** E.M.D. of **Rs. 7,500/-** is payable. The EMD is payable by Cash / Demand Draft in favour of the Paschim Gujarat Vij Company Ltd., on any Scheduled / Nationalized Banks and other Banks authorised by latest GR of Govt. of Gujarat circulated by GUVNL time to time.

**2.8** No Interest will be allowed against payment of Earnest Money Deposit. Money receipt / DD for EMD must be placed in the **Cover super scribing "EMD Cover"** along with requisite documents as mentioned in the EMD condition. (EMD and Tender Fee cover should be kept as separate enclosure & should be submitted with Technical Bid.)

**2.9** The EMD shall be submitted along with submission of Technical bid.

**2.10** Tenders not accompanied by EMD shall be rejected as non-responsive.

**2.11** If during the tender validity period, i.e. 120 days, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for further works.

**2.12** The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further work.

### **3. TECHNICAL AND COMMERCIAL BID:**

The technical and commercial bid shall comprise all the technical details of firm with the PGVCL specifications and all the commercial terms and conditions.

The EMD Cover, Physical Technical and Commercial Bid and On-line technical bids will be opened on date and time as mentioned in tender notice.

Please note that the required documents should be invariably submitted with tender copy. Any tender without documents is liable to be ignored.

**Following documents only are to be submitted in physical form.**

**(A) Tender fee and EMD cover:**

Money Receipt / Demand Draft of Tender fee and Earnest Money Deposit (EMD)

**(B) Technical & Commercial Bid cover:-**

**Enclosures:-**

Bidder has to attach copy of following documents **along with technical bid**

- Tender Notice and Schedule-A duly signed and sealed
- General terms and condition with duly signed and sealed

- Self attested copy of PAN Card
- Firm detail
- Copy of GST Certificate
- Detail of make of A.C. out of **Mitsubishi, Hitachi, O'general, Carrier, Daikin and Voltas** that supplier offers to supply. (If supplier will offer to supply the A.C. of make other than the listed above will be out rightly rejected without entering into correspondence)

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

#### **4. Security Deposit / PBG:-**

As per prevailing rules of the PGVCL, 5% of the contract value shall be paid as 'Security Deposit' and 100 % of S. D. shall be paid before placing of work order through DD/BG at PGVCL, Corporate office.

- a) The Demand Draft should be in favour of "Paschim Gujarat Vij Company Limited," payable at Rajkot of any Nationalized/Schedule Bank and other Bank authorized by latest GR of GOG

The security deposit will be refunded only after the finalization of final bill and no interest will be paid against SD amount. The same shall be refunded on completion of work, successfully and on receipt of "NOC" from concerned Dept. i.e. after completion of Twelve months of date of commencement of work or after completion of time limit, in case of extension of the contract.

If Security Deposit is not paid within 10 days of issue of LOI, EMD paid will be forfeited and PGVCL will not deal with party for the period of two years.

#### **5. General Instructions:-**

Tender Papers & Specifications may be downloaded from web site <http://www.pgvcl.nprocure.com> (For view, down load and on line submission) and PGVCL web site [www.pgvcl.com](http://www.pgvcl.com) (For view & download only). Tender fee and EMD payment detail may be submitted along with submission of tender in EMD cover.

The tender documents should reach the office on or before date and time mentioned. No tender shall be accepted /opened in any case after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that PGVCL shall not assume any responsibility for late receipt of the tender.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Chief Engineer (Project), PGVCL Corporate office, Laxminagar Nanamava Road, Rajkot- 360004.

Technical bid shall be opened on the date as mentioned in the presence of those tenderers who wish to be present. If the Authorized Representative is likely to be present then he must submit the authorization letter/identity of the representing company at the time of opening of Bids which is mandatory. Only one authorized Representative is allowed.

The time and date of opening of the on line Price Bid shall be communicated to the tendering firms after technical bid is analyzed and the intimation will be sent only to the technically qualified tenderers. However, bidder has to be in touch with concern.

The tender document is to be submitted in **single cover** super scribing tender number and name of tender and containing two separate envelope namely "EMD Cover" and "Technical & Commercial bid" cover which includes General commercial terms & conditions with all enclosures of the tender documents.

**Bidders shall submit Price Bid (Schedule - B) On-Line only and not in physical form**

**6.** The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.

**7.** The PGVCL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof.

**8.** On acceptance of the tender the name(s) of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the Engineers of the PGVCL shall be communicated to the Superintending Engineer (Civil) PGVCL Corporate office, RAJKOT

**9. Statutory Taxes:** Tender amount is inclusive of all taxes & at the time of payment, statutory deduction will be made as per applicable rules & rates for TDS & welfare cess etc. All other statutory liabilities will be on the part of contractor.

Any statutory variation in future towards the above mentioned taxes that shall also be payable by the contractor & Paschim Gujarat Vij Co. Limited, shall not entertain any claim of whatsoever nature, during or after the completion of this tendered work.

**10.** The successful contractor will have to sign an agreement as per the PGVCL's rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.

**11.** Bidders must submit all tender papers duly signed & seal of the company. Any tender not bearing signature of the bidder & seal of the company on all the documents accompanying the tender is liable to rejection. Further it is specifically instructed that conditional tenders shall summarily be rejected.

**12.** The bidder shall carefully study the work to be carried. The PGVCL will not pay any extra or rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.

**13. Price Evaluation:-**

All tenders shall be evaluated on firm price end cost with all taxes. Overall L1 party for all the related work together will be considered for awarding contract.

The percentage quoted in price bid shall include cost towards all materials, & machinery including equipments, fixtures, labour, constructional equipments, fuel, scaffolding, staging, temporary works, etc. bearing permanent or temporary nature necessary for the completion of the work in all respects, except for those items specifically mentioned to be furnished by the PGVCL. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.

**14.** During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Programme, approved by the PGVCL & planned by the Contractor, due to the reasons attributable to the Contractor; suitable action shall be taken as per Clause No. 3 & 4 appearing in the PGVCL's prescribed Booklet for ``Tender & Contract for Works'' and PGVCL may take such action as it may deem fit to ensure that the work is completed in time at the risk and cost of the contractor.

All the tenders shall be evaluated on firm price end cost with all taxes. Overall L1 party for al the related work together will be considered for awarding of contract.

**15.** The contract or any part thereof shall not be subject to change without the written permission of the Chief Engineer (Project), PGVCL, Corporate office, RAJKOT or his authorized representatives.

**16.** Tender shall remain open for acceptance for a period of 120 days from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the earnest money deposited with the tender and PGVCL will take further action for "not dealing" with party etc.

**17.** Further information required, if any, can be had from the office of the Chief Engineer (Project), PGVCL, Corporate office, RAJKOT, But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.

**18.** The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.

**19.** Work under this contract shall be completed in all respects within stipulated period from the date of commencement order issued by this office. However, interim mile stones to be jointly fixed after issue of LOI.

**20.** Bidders' quoted rates will remain firm, till completion of work under contract, & this is to be confirmed by bidder while submitting his offer. No escalation towards labour and material shall be paid in this execution of contract.

21. Once the offer submitted will not be returned back for any reason thereof in any case.

**22. The Bidders shall note:**

A. The rates quoted shall cater for the cost of all materials & labor including all leads & lifts, tools, plants, consumables such as but not limited to fuels, lubricants, etc. cost due to mobilizing / demobilizing, temporary / permanent constructions

B. The rates shall be firm for variations up to any extent for individual items.

C. No price escalation on any account, will be payable.

23. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the tenderer with his usual signature with seal of the company.

24. Tender by partnerships shall furnish the full names of all partners. It shall be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the name & designation of the person signing.

25. An attested copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses & sureties shall be persons of status & probity, & their names, occupation & address shall be stated below their signatures. All signatures shall be dated.

26. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.

27. The Contractor shall take all requisite & necessary care to observe that no damage is occurred to the Existing structures, if any. For any damage to the Existing Structures of PGVCL, the Contractor shall be held responsible.

28. Tenders that do not fulfill all the above conditions & those specified in the documents attached with this contract document or incomplete in any respect are liable to rejection.

**29. Site visit:** The bidder is advised to visit the site and examine the site condition. Where in the work is proposed to be carried out and to get himself fully acquainted at his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cost and liabilities arising out of the site visit shall be at bidder account.

**30. Payment terms:-**

No advance shall be paid. The bill in triplicate should be forwarded to concern engineer. After certification by concern Engineer regarding works as per terms of

A/T / Contract, verifying the copy of bills, and submission of advance stamp receipt, payment will be made by A/c Payee cheque only. Taxes (if any) will be deducted at source from Bill, as per prevailing rules at the time of payment. The clause is applicable for supply of materials as well as for labours i.e. for total value of contract.

### **31. PENALTY:**

In case, the materials are not delivered within the period stipulated in the order, penalty shall be @0.5% per week or part thereof plus GST on delayed portion subject to maximum 10% of the ordered value (**End cost**) plus GST in case of supply only, whereas in case of projects, the ceiling shall be with reference to total contract value of the project (supply+erection+civil). For calculating the delayed portion, date of actual commissioning of split A.C. shall be considered.

Due consideration will be given for waiver / levy of penalty (excluding GST) only for the reasons absolutely beyond suppliers control (Viz. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply, and no request for waiver / levy of penalty (excluding GST) will be entertained / reviewed during the execution of order.

### **“D.G.S & D. FORCE MAJEURE CLAUSE”**

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

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Managing Director, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the

Purchaser may be deem fit excepting such materials, brought out component and stores as the supplier may with concurrence of the Purchaser elect to retain”.

**32. Recoveries:**

**A.** In case of any damage to equipment/machinery or structure/building of PGVCL or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of E.I.C. regarding the amount of recovery plus GST shall be final and binding.

**B.** If the contractor fails to execute the proportionate work as per direction of E.I.C. within the time frame given for completion of part / whole of the work PGVCL shall get the work done through any other contractor and the cost of execution of such work along with 15% overhead charges shall be recovered from contractor.

**33.** Notwithstanding anything contained to the contrary in the specification or tenders in subsequent exchange of correspondence, the conditions of contract shall be binding on the contractor and any change or variations expressed or implied, however made in the said conditions shall not be valid or operative unless expressly sanctioned by the PGVCL. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained. Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.

**34.** Submissions of tender by a contractor imply that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done.

**35.** In case of any deviation in any terms and conditions between Instruction to the bidders and Tender and contract for works, the terms and conditions mentioned in Instruction to the bidders will prevail.

**36.** The work shall be completed within the period stipulated in the contract. However in the event of any delay due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion & as decided by the PGVCL but no compensation or idle charges will be paid to the contractor under any circumstances.

**37. JURISDICTION:**

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

**Chief Engineer (Project)  
PGVCL, Corporate Office,  
Rajkot**

**Signature of Contractor with Seal**

I/We accept the above conditions...

Contractor's Representative legible signature: \_\_\_\_\_



Name of the person: \_\_\_\_\_

Seal of the company

Date & place: \_\_\_\_\_