

PASCHIM GUJARAT VIJ COMPANY LTD
Reg. & Corporate Office, "Paschim Gujarat Vij Seva Sadan"
Off, Nana Mava Road, Laxminagar, Rajkot - 360 004
CIN: U40102GJ2003SGC042908;
Phone: (0281)2380425, 2380427; Fax : 2380428;
Email: info.pgvcl@gebmail.com; Web site: www.pgvcl.com

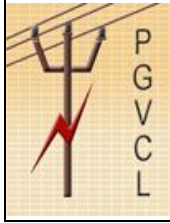
Tender Notice

Tender No: PGVCL/Project/Turnkey/FRP Fencing/61

Tender For

Supply and Installation of FRP Fencing around Distribution Transformers in Various Towns Under PGVCL under Integrated Power Development Scheme (IPDS) On Turnkey Basis

From: The Chief Engineer (Project)
Paschim Gujarat Vij Company Ltd. ii.
CIN U40102GJ2003SGC042908
Registered & Corporate Office,
"Paschim Gujarat Vij Seva Sadan"
Laxminagar, Nana-Mava Main Road
Rajkot – 360004, Gujarat, India
Phone: 0281-2380425, Fax: 0281-2380428
Website: www.pgvcl.com
E-mail: ceproject.pgvcl@gebmail.com



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Sub: Tender PGVCL/ PROJECT/TURNKEY/FRP Fencing/61

Chief Engineer (Project) invites "On line Tenders" for Providing FRP fencing around Distribution Transformer at various location under PGVCL"

Tender Papers & Specifications may be down-loaded from Web site <https://pgvcl.nprocure.com> (For view, down load and on line submission) and PGVCL web site www.pgvcl.com (For view & down load only). Tender fee paid along with submission of tender in EMD covers, for respective tender. All the relevant documents of tenders to be submitted physically will be received only by registered Post A.D. or Speed Post addressed to The Chief Engineer (Project), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, Nana Mava Main Road, Laxminagar, Rajkot – 360004. "NO COURIER SERVICE OR HAND DELIVERY" will be allowed. **Price bids to be submitted ON LINE only.**

Sr. No.	Description	
1	Tender No:	No.PGVCL/PROJECT/Turnkey/FRP fencig/61
2	Tender for turnkey based project for providing& Fixing FRP fencing at Distribution Transformer at various location under PGVCL	
3	Tender Fee in Rs. (nonrefundable)	25000 +4500 (GST)=29500
4	Earnest Money Deposit amount in Rs.	For Package 1 Rs.15,64,680/- For Package 2 Rs. 15,64,680 /- For Package 3Rs. 18,70,536/-
5	On line (e-tendering) tender / offer submission last date up to 18:00 hours only (This is mandatory)	06.11.2017
6	Physical submission of all the relevant Documents, last date up to 18:00 hours. By RPAD or SPEED POST only	08.11.2017
7	Date of opening of Tender fee , EMD cover of bid at 11.00 hours (if possible)	09.11.2017
8	Date of on – line opening of Price bid, (if possible), at 11.00 Hours	15.11.2017

Important:

- i. RFP Document Tender fee + GST will be accepted in Demand draft in favour of Paschim Gujarat Vij Company Ltd. payable at Rajkot (Cheques are not accepted). Bids submitted without RFP Document fee will not be considered.
- ii. All the relevant documents as per requirement of the RFP Document also to be submitted physically along with the RFP Document Fee, EMD in sealed envelope 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.
- iii. Any deviation found in Data/Details/Documents between online offer (e-tendering) and physically submitted documents of bidder, offer of the same shall be liable for rejection at the discretion of PGVCL.
- iv. **Further bidders are requested to submit price – bid 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.
- v. It is mandatory for all the bidders to submit their Bid by both forms viz. online (e-tendering) and physically in scheduled time. If Bid submitted in only any one form, say either by online or physically, in that case the same Bid will not be considered.
- vi. Bidders are expected to inform themselves of the content of this RFP fully.
- vii. All interested parties are requested to understand this RFP Document in detail in order to comply with PGVCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.
- viii. All interested parties requested to strictly abide by all terms prescribed in this RFP Document and provide accurate information to the best of their knowledge without misleading PGVCL to be considered for participation in this Project.
- ix. **Bidders should be in touch with websites <https://pgvcl.nprocure.com> & www.pgvcl.com for information regarding revision/corrigendum/Amendment in the RFP Document 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 (Projects), PGVCL. PGVCL reserves the right to reject any or all offers without assigning any reasons thereof.

Chief Engineer (Project)

INSTRUCTIONS TO THE BIDDER

(1) General Instruction

- 1.1 The CHIEF ENGINEER (Project), PGVCL for and on behalf of "PASCHIM GUJARAT VIJ COMPANY LTD.", having its Corporate Office at, Nanamava Main Road, Laxminagar Rajkot – 360 004, hereafter called the "PGVCL" intends to INVITE tender for turnkey based project for providing FRP fencing at Distribution Transformer at various location under PGVCL.
- 1.2 The turnkey basis works means supply of all required material, erection and testing and commissioning
- 1.3 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected.
- 1.4 The works referred herein shall cover the entire scope of the Tender which include providing fencing with material & installation at different location of PGVCL under IPDS.
- 1.5 The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.
- 1.6 Documents towards payment of tender fee and earnest money deposit (EMD) should be kept in the EMD cover only. First the EMD cover will be opened and if the documents towards payment of tender fee and EMD are found in order then only cover containing technical bid will be opened first. All those who are found technically competent to carry out the job will be considered as qualified bidders and only their financial bid will be opened.
- 1.7 PGVCL reserves the right to spread the order if required.
- 1.8 Does not anticipate change in the ownership during the proposed period of work.

(2) Qualifying Criteria

- 2.1 The bidder should have successfully executed at least single projects of similar nature supply and installation of FRP Fencing on turnkey basis in last seven years in any Government or Private power distribution utility company of amount not less than **4 Cr.**, for package1 & 2 and **4.5 Cr.** for Package 3, OR the bidder should have successfully executed at least two projects of similar nature of supply and installation of FRP Fencing on turnkey basis in last seven years in any Government or Private power distribution utility company of amount not less than **3.0 Cr.** for package1 & 2 and **3.75 Cr.** for Package 3 OR the bidder should have Successfully executed at least three projects of similar nature of supply and installation of FRP Fencing on turnkey basis in any Government or Private power distribution utility

company of amount not less than **2.30 Cr.** or **aggregate amount of 2.30 Cr** for package 1 & 2 and **2.75 Cr.** or **aggregate amount of 2.75 Cr.** for Package 3. If bidder applies for more than one package, then qualifying criteria will be based on the summation of each packages value for which offers are made. The bidder has to submit the details of project/work executed in Annexure invariably along with its authentication true copy of work i.e. completion and performance certificate from the owner of the projects/works.

- 2.2 The Bidder should have experience of providing FRP Fencing of minimum for **1100 Nos.** in single project for Package 1 & 2 and **1300 Nos.** for Package 3, OR **900 Nos.** in two project for Package 1 & 2 and **1050 Nos.** for Package 3 OR **650 Nos.** in three project OR **650 Nos. aggregate** for Package 1 & 2 and **800 Nos.** in three project OR **800 Nos. aggregate** for Package 3 in last seven years in any Government or Private power distribution utility company. If bidder applies for more than one package, then qualifying criteria will be based on the summation of each packages value for which offers are made. The bidder has to submit the details of project/work executed in Annexure invariably along with its authentication i.e. work completion and performance certificate from the owner of the projects/works.
- 2.3 The bidder's average annual financial turnover of three years out of last five years should be minimum 2.5 Cr. for package 1 & 2 and 2.75 Cr. for Package 3. If bidder applies for more than one package financial turnover will be based on summation of all packages. For this bidder has to submit copies of financial statement certified by C.A for the above period. A separate certificate from the C.A may be submitted for annual financial turnover of above period.
- 2.4 Net Worth for the each of the last three Financial Years should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated loses (including debit balance in profit and loss account for current year) and intangible assets.
- 2.5 Bidder shall have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than 0.80 Cr. for Package 1 & 2 and 0.90 Cr. for Package 3. If bidder applies for more than one package liquid assets (LA) and/ or evidence of access to or availability of fund will be based on summation of offered packages. CA certificate required.
- 2.6 Any subcontracting documents shall not be considered for technical evaluation.
- 2.7 The qualifying requirements stated in the accompanying technical specifications for the works shall also apply

2.8 Joint venture is allowed.

- 2.8.1 A joint venture of two registered firms/companies/ proprietorship entity, wherein anyone or both the registered firm/company/ proprietorship entity shall meet the qualifying requirements.
- 2.8.2 In case of joint ventures any of the registered firms/companies/ proprietorship entities shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through him. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- 2.8.3 All partners of Joint Venture shall be liable jointly and individually / severally for the execution of the contract in accordance with the contract terms. A copy of the agreement of joint venture partners having such provision shall be submitted with the bid.
- 2.8.4 In case a bid is submitted by a Joint Venture (JV), all the partners of the JV shall meet, individually, the qualification set forth at para 2.1 & 2.2 above and collectively the requirement of para 2.3& 2.5 above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para 2.3& 2.5 above, however in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:
- 2.8.5 At least one partner shall meet, not less than 40 % of the minimum criteria given at Para 2.3 &2.5 above

AND

- 2.8.6 Each of the other partner(s) shall meet not less than 25 % of the criteria given at Para2.3 3 &2.5 above
- 2.9 If any bidders firm or/and partner or proprietary firm are under criminal investigation for any kind of fraud of public and theft of material and/or criminal case pending at any stage anywhere in company or in Gujarat than offer of such bidder /firm will out rightly be rejected

(3) EMD

(A) EMD Cover

Earnest Money Deposit (EMD) is to be paid as under:

The EMD is payable by Demand Draft in favor of the Paschim Gujarat Vij Company Limited payable at Rajkot on any scheduled/Nationalized banks or by Bank guarantee from any scheduled nationalized bank decided by Government of Gujarat time to time.

- 3.1 EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the contract performance guarantee and signs the contract agreement.
- 3.2 If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract and fails to sign the contract agreement then the EMD amount will be forfeited by PGVCL without any notice or proof of damages etc.
- 3.3 The EMD of all unsuccessful bidders except that of the successful bidder will be returned after the award of the contract.
- 3.4 No interest will be payable by the PGVCL on the above Deposit.
- 3.5 The Micro and Small scale industrial (manufacturing) units registered under small scale industries of Gujarat state and holding subsequent registration with CSPO/NSCI/DGS&D registration certificates for the item under tender will be eligible for exception from payment of EMD on submission of duly attested copies of their SSI (SSI/MSME Part –II/udhyogadhar memorandum) & CSPO/NSC/DGS&D registration certificate in EMD cover. This benefit of exemption will not be admissible in the tender if they take part in the tender if they take part in the tender indirectly either through dealer, agents, distributors or other intermediates.
- 3.6 The Certificate should indicate the manufacture of terms offered. In case of udhyogadhar memorandum, it should indicate the manufacture of related group of item. The MSME firms has to submit valid duly notarized copies of SSI/MSME Part ii /UdhyogAdhar 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.
- 3.7 All the “SSI” (Part-II)/UdyogAadhar and “CSPO/NSIC/DGS&D” registration certificates Documents furnished along with the tender submitted by the bidders having micro & Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat should have clear validity as per the tender and should invariably be renewed as per the norms of “SSI” (Part-II)/UdyogAadhar and “CSPO/NSIC/DGS&D” registration certificates otherwise they shall have to pay E.M.D. and no exemption will be granted.
- 3.8 Tenders submitted without Earnest Money Deposit by the firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made.
- 3.9 The SSI (Part-II)/UdyogAadhar& NSIC/CSPO/DGS&D certificate should indicate the manufacture of item/s offered under this tender. Provisional Registration Certificates are NOT allowed.

Note: The bid will be rejected out rightly; if above mandatory documents are not submitted in physical form.

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

DETAILS BY THE BIDDER:

1	Towards Tender Fee Rs. 25000 + 4500 (GST)=29500 MR No. _____ Dated: _____ or Demand Daft No: _____ Dated _____ Drawn On _____ Bank
2	Towards requisite (EMD) Earnest Money Deposit Demand Daft No. _____ Dated _____ Amount Rs. _____ On _____ Bank towards requisite (EMD) Earnest Money Deposit. B.G. No. _____ date: _____ Amount: _____ Name of bank _____ and Validity of B.G. Till date: _____
3	Firm's GST Number] _____ (Enclose photo copy Notary Certified)
4	Firm's PAN No. _____ Enclose photo copy Notary Certified)
5	P.F. No. _____ (Enclose photo copy Notary Certified)

Instructions for e-Tendering (Online Tendering) to Bidders

1	Downloading of tender Documents
•	Bid document will be available on web site up to date shown in the tender document.
•	Bidders willing to participate in tender will have to get themselves registered on website ww.nprocure.com
2	Digital Signature
2.1	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.

2.2	For details regarding digital certificate and related training the below mentioned address should be contacted (n) Code Solution A division of GNFC,403, GNFC Info Tower, Bodakdev, Ahmedabad 380054. Tel: +91 26857316/17/18; Fax: +91 79 26857321;40007533 Toll Free No:1-800-233-1010 Mob.: 9327084190; 9898589652, E-mail: nprocure@gnfc.net
2.3	Bidders who already possess valid Digital certificate need not procure a new digital certificate.
3	On line Submission of Technical and Price Bid
3.1	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.
3.2	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.
3.3	Offers submitted without digitally signed will not be accepted.
3.4	Offers only in physical form will not be accepted in any case.
4	General Instructions
4.1	The fees for on line tender document will not be refunded under any circumstances.
4.2	EMD in the form as specified in tender document will be accepted.
4.3	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.
4.4	Conditional tender shall not be accepted.
4.5	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.

CHECK LIST

To ensure that your offer submitted to PGVCL is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your offer:

Sr. No.	Description	Attached	Not Attached
1	Earnest Money Deposit in the prescribed form		
2	Tender Document Fee in the prescribed form		
3	Tender document duly signed & sealed on every page, as a confirmation of acceptance of the terms & conditions of the document.		
4	A copy GST Number, Permanent Account Number(PAN), PF No.		

5	Information about the Bidder – Duly Filled In Format		
6	GTP (Guaranteed Technical Particulars)		
7	Time schedule for completion of work.		
8	Details of Technical staff available (Brief Bio-data of key Personnel be given) as per Annexure – II of the tender document		
10	Name & address		
11	Declaration of the Bidder about any relatives working with PGVCL as per Annexure – III of the tender document		
12	Deviation, if any, from the specifications, terms & conditions etc. (Annexure – IV)		
13	List of plant and machinery Annexure-V		
14	Sample Type Test certificates Annexure-VII		
15	Undertaking for Stop deal/Black list Annexure-VI		
16	Performance Certificate Annexure-VIII		
18	Certificate A		
19	Detail of Firms		
20	EMD Bank Guarantee Format		
21	Form for Bankers Undertaking (For SD & BG)		
22	Drawing		

GENERAL INFORMATION ABOUT THE BIDDER

(To be completely filled by the bidder)

1.	Name of the Company	
1a.	Postal Address	
1b.	Telephone nos. Fax no.	
1c.	e-mail address & URL	
2	Type of Company Attach Proof of Company Registration along with a copy of the Partnership Deed/ Article of Association and Memorandum of Understanding	Proprietorship/ Partnership/ Private Limited/ Public Limited
4	Supplier Category	Manufacturer/Trader
5	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	

6	GST No and Date	
11	Factory Address	
12	Factory Telephone/Fax no.	
13	Factory e-mail address	
14	Floor area of the factory	
15	Manufacturing facilities (a list of machinery be attached as per annexure-VI)	
16	Turnover of company for 3 years out of last five years and profit for each year (with Annual Accounts) Certified by C.A.	

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

Date:

Sign & Stamp of the Bidder

GENERAL TERMS AND CONDITIONS

B.0 Work Completion Period:

In the event of placement of order, Contractor shall have to complete the ordered work within **8 months including one month of commencement period from the Date of LOA**. Drawing & Prototype Approval must be completed in commencement period.

B-1 In this deed of agreement/ Offer, unless the context otherwise requires:-

PGVCL shall mean the Chief Engineer (Project) or his representative of Paschim Gujarat VijCo.Ltd., with Corporate Office at Paschim Gujarat VijSevaSadan, Registered office, Laxminagar, Nanamava Road, Rajkot-360004, and shall include his successors and assignees.

The Bidder shall mean the Bidder/ Associate whose Offer shall be accepted by PGVCL and shall include such Bidders/ Associate heirs, legal representatives, successors and assignees. Associate shall mean the business associate authorized and having valid agreement with Public Sector Enterprise having experience in field with office in the State of Gujarat. The offer shall be considered on behalf of the Public Sector Enterprise and authority letter for submitting the tender shall be furnished. If the Public Sector Enterprise directly participates in the tender, Associate's offer shall not be considered.

B-2 The Bidder shall be deemed to have carefully examined all the papers, drawings, etc. attached in the contract. If he has any doubt as to the meaning of any portion of any condition/ specification, etc. he shall before signing the contract submit the particulars thereof to PGVCL in order that such doubts are removed.

B-3 Rates quoted by the Bidder will be inclusive of taxes for successful Supply & Installation of the system at any location under PGVCL.

B-4 The rates quoted by the Bidder will be considered as firm and inclusive of all Tax.

B-5 Penalty:

Work executed after prescribed last date as per **schedule of work mention** in B of respective circle offices then Penalty shall be @ 0.5 % + GST per week or part thereof on delayed portion of respective packages subject to maximum 10% of the respective package order Value (End Cost) 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.**GST is applicable on penalty** at applicable rate.

B-6 The Bidder shall have to comply with all rules, regulations, laws and bylaws enforced by Central, State Govt.local authority and also the organization in whose premises the work has to be done.

B-7 The Bidder shall not, without the consent in writing of PGVCL, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

- B-8 If the Bidder neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders within two days' notice given in writing to the Bidder and if he fails to comply with the notice, then in such a case PGVCL shall be at liberty to get the work or any part of it, executed through any other agency/Bidder in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Bidder, and the Bidder fails to make good the deficiency, PGVCL may recover it from the Bidder in any lawful manner.
- B-9 PGVCL shall have at all reasonable time access to the works being carried out by the Bidder under this contract. All the works shall be carried out by the Bidder to the satisfaction of PGVCL.
- B-10 PGVCL may at any time by notice in writing to the Bidder either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the Bidder shall only be paid for work done and expenses legitimately incurred by him as on preparation of the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by PGVCL whose decision shall be final and binding on the Bidder. If the work is cut down the Bidder shall not be paid for the work as so cut down, but in neither case shall be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.
- B-11 Prior to dispatch, the materials may be inspected and tested by PGVCL at the Bidder's works. Bidder shall inform PGVCL for such inspection at least 7 days in advance before the probable date of dispatch.
- B-12 The materials supplied or installed shall be guaranteed by the Bidder in regard to quality of material, workmanship, installation, etc. Defects developed in the system within guarantee period, shall be rectified by the Bidder at his own expense promptly. In case the defects are not rectified within 7 days of the receipt of the complaint by the Bidder, PGVCL shall have full liberty to remove such defect or undertake such repairs as may be necessary. The expenditure so incurred by PGVCL shall be deducted from Bidder's pending claims, security, etc. and if necessary may be recovered in other mode provided under the law.
- B-13 Notices, Statements and other communications sent by PGVCL through registered post or telegram or telex or to the Bidder at his specified address shall be deemed to have been delivered to the Bidder.
- B-14 The work shall be carried out by the Bidder with prior approval of PGVCL. Work carried out without PGVCL's approval shall not be accepted and the PGVCL shall have right to reject it and to recover the cost as so incurred, from the Bidder.

B-15 All material shall be suitably packed for transport/carriage at site and outdoor storage during transit. The Bidder shall be responsible for any damage to the equipment during transit due to improper or inadequate packing. The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. 'FRAGILE, HANDLE WITH CARE' etc. The contents of each package shall bear marking that can be readily identified from the package list and packing shall provide complete protection from moisture, termites and mechanical shocks during shipment/transportation to site. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary proper arrangement for attaching signs for lifting shall be provided and all packages clearly marked with gross weight, signs showing 'UP' and 'DOWN' sides of boxes, contents of each package, order no. And date, name of the plant/equipment to which the material in the package forms the part of, and any handling and unpacking instructions considered necessary. The Bidder without any extra cost shall supply any material found short inside intact packing case. The Bidder shall ascertain prior to shipment, from concerned authorities, the transport limitations like weight and maximum allowable package size for transportation. All packing cases and packing material shall become the property of the purchaser.

B-16 The Bidder shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of PGVCL.

B-17 The inspection as mentioned in clause No. B-10 by PGVCL's representative shall not relieve the Bidder from full responsibility of completing the work confirming to the requirement of this contract.

B-18 Conditional tenders shall not be accepted.

B-19 PRICE EVALUATION:

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost including GST basis of supply, installation and commissioning bid of respective packages. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, who is technically acceptable. PGVCL may go to the price of L-2 and so on depending upon the requirements. If PGVCL feels that there is lack of serious competition or any other reasons, PGVCL may negotiate with the L-1 party. PGVCL'S decision shall be final and binding to all the parties.

GUIDELINES FOR BIDDERS

1. Tender are invited for “Providing FRP Fencing around Distribution Transformers at various locations under PGVCL. The indicative quantities to be supplied, and installed are as mentioned below :

Package 1:

(Name of Circles Covered: Rajkot City, Rajkot Rural, Porbandar)

Sr. No.	Town/Circle name	Quantity
1	Rajkot City Circle	1000
2	JETPUR	150
2	GONDAL	75
4	DHORAJI	160
5	BHAYAVADAR	10
	Rajkot Rural Circle Total	395
7	PORBANDAR	400
8	KESHOD	150
9	MANGROL	120
10	RANAVAV	40
11	KUTIYANA	30
12	BANTWA	35
13	CHORWAD	40
	Porbandar Circle Total	815
	Total of Package 1	2210

Package 2:

(Name of Circles Covered: Bhuj, Anjar, Morbi, Surendranagar)

Sr. No.	Name of Town/Circle	Quantity
1	Bhuj	520
2	MANDVI	152
	Bhuj Circle Total	672
3	GDHAM	750
4	ANJAR	300
5	BHACHAU	200
6	RAPAR	50
	Anjar Circle Total	1300
7	WADHWAN	75
8	DDHRA	20
9	THANGADH	15
10	LIMBDI	20
11	CHOTILA	20
12	PATDI	13
	Surendranagar Circle Total	163
13	MORVI	10
14	WANKANER	10
15	MALIYA	5
16	HALVAD	30
	Morbi Circle Total	55
	Total of Package 2	2190

Package 3:**(Name of Circles Covered: Amreli, Botad, Bhavnagar, Jamnagar, Junagadh)**

Sr. No.	Name of Town/Circle	Quantity
1	AMRELI	55
2	UNA	30
3	SKUNDLA	35
4	KODINAR	20
5	BAGASARA	20
6	RAJULA	45
7	BABRA	25
8	LATHI	10
9	DAMNAGAR	20
10	CHALALA	30
11	JAFRABAD	15
	Amreli Circle Total	305
12	BOTAD	31
13	BARWALA	16
14	GADHADA	3
	Botad Total	50
15	BHAVNAGAR	400
16	MAHUVA	10
17	PALITANA	10
18	GARIYADHAR	10
19	SHIHOR	20
20	VALLABHIPUR	20
	Bhvanagar Circle Total	470
21	JAMNAGAR	980
22	KHAMBHALIA	32
23	DWARKA	157
24	SALAYA	16
25	RAVAL	12
26	OKHA	18
27	BHANVAD	16
28	JAMJODHPUR	15
29	SIKKA	22
30	DHROL	21
31	KALAWAD	18
	Jamnagar Circle Total	1307

32	JUNAGADH	240
33	VERAVAL	150
34	VANTHLI	30
35	MANAVADAR	40
36	SUTRAPADA	15
37	TALALA	15
38	VISAVADAR	20
	Junagadh Circle Total	510
	Total of Package 3	2642
	PGVCL TOTAL	7042

The quantity mentioned above is indicative only and FRP Fencing has to be provided around Distribution Transformer at various locations under PGVCL as per above. PGVCL, at its discretion, may increase/decrease the quantity.

2. The typical layout drawing applicable for the tender invited is attached separately.
3. Letter of Intent (LOI)/Letter of Acceptance (LOA) shall be issued to the shortlisted Bidders indicating the quantity allocated to them and the security deposit amount to be deposited by them with PGVCL. Shortlisted Bidders will be required to deposit the requisite security deposit within 15 days of issuance of LOI/LOA failing which the letter of intent will stand cancelled. The detailed work order will be issued to the shortlisted Bidders only after receipt of requisite Security Deposit.

4. **Security Deposit:**

(Bidders will be required to deposit the requisite security deposit within 15 days of issuance of LOI/LOA)

The successful Bidders will be required to pay an amount equivalent to **10%** of the value of the order including taxes and duties as a Security Deposit for satisfactory execution of the order. Such Security Deposit will be payable either through D.D. OR Bank Guarantees. Bank Guarantees from Scheduled / Nationalized Banks as per Govt. GR No. EMD / 10 / 2015 / 580 / DMO dated 27.04.2016 will be acceptable,

In case, if the Bank Guarantee is furnished / submitted, it should have a clear one time validity till the completion of installation and commissioning for all fencing of respective packages.

Bank Guarantee for interim period will not be allowed. If by any reasons the completion of installation and commissioning for all fencing period is extended, then supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PGVCL will be at liberty to encase the same. CORPORATE GUARANTEES NOT ALLOWED.

No interest will be paid on the Security Deposit. Security Deposit shall be suitably extended time to time as per requirement.

In the event of awarding the order of additional quantity, the Bidder will be required to deposit additional Security Deposit on prorata basis within two weeks of the issuance of LOA /LOI for the additional order quantity.

In the event of failure to supply and install fencing at location offered by bidder and as accepted by them while receiving the order, will lead to forfeiture of the Security Deposit up to 100% and will lead to disqualification of the bidder to transaction business with PGVCL for at least TWO years or the time duration as may be decided by the Managing Director, PGVCL.

Security deposit will be returned on after completion of installation and commissioning of all fencing of respective packages and after the furnishing of performance guarantee amount for the guarantee period.

5. The Bidder shall arrange to provide schedule of delivery and suggested time frame required to carry out the work.

6. **IDENTIFICATION OF SITE:**

Details of each location shall be made available through Executive Engineer of each concerned Divisions under above locations. The planning for each location has to be prepared in consultation of the Deputy Engineer of the concerned Sub Division under whose control the DTR are located. The layout plan for each location shall be certified by concerned DE of the Sub Division and EE of the Division.

7. **Payment terms shall be as follows:**

100 % of Invoice value shall be paid against providing and fixing of FRP fencing and installation after every Two months from date of commencement of actual work. The bills should be submitted in Duplicate to respective Superintending Engineer, Circle Office along with following documents:

- Approved layout sketch for respective fencing each site.
- On-site verification, inspection & Measurement Report of each sited by PGVCL authorized inspection Officer (not below the rank of Deputy Engineer),withHanding over note from Contractor duly signed by Contractor and concerned Deputy Engineer for which the claim is received.

Payment (up to 80% of respective package cost) will be done from concerned Circle Office after observing all formalities and as per rules and regulations.

The final (remaining 20%ofrespective packages order cost) bill will be checked by respective circle and forwarded to corporate office with summary sheet for passing and payment. All the required documents including EPF should be produced by the contractor along with bill submitted for passing the payment.**Final 20 %payment of respective packages shall be made by the Corporate Office after the entire work is completed and the (Final) handed over note and accepted by the Engineer-in-Charge in all respects subject with Certificate duly signed byEngineer-in-Charge and after furnishing of performance guarantee amount for the guarantee period.**

8. Performance guarantee:

Party has to submit 10% of order values as a performance bank guarantee it should be valid for 24 months from **(Final) handed over note by respective packages to circle office** for the project and it will be retained for the period of 02 years. Party has to paid performance guarantee by cash/Demand Draft in favour of Paschim Gujarat Vij Co. Ltd. payable at Rajkot OR by Bank Guarantee from any Scheduled/Nationalized Bank or private banks authorize to take Govt.business time to time on only in a standard format prescribed by PGVCL.(Format given in this tender document)the PBG should for the full period i.e.**24 months** and should have a clear one-time validity for the full period. PBG for an interim period will not be allowed. In case of expiry of BG before the said period the same should be got extended/renewed by you (without vacuum period and waiting for PGVCL intimation seeking extension) till the completion of said period by you at least one month before the expiry of the validity, failing which PGVCL will be at liberty to encase the same, without entering to further correspondence, formalities, etc. in the matter.

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

10. Price shall not be changed subject to any upward/downward revision on anyaccount whatsoever through the period of contract.

11. Jurisdiction of Contract:

The law applicable to the contract shall be the laws in force in India. The courts of Rajkot shall have exclusive jurisdiction in all matters arising under the contract.

General Information (Technical) and Erection Condition of Contract

GENERAL INFORMATION (TECHNICAL):

- **CODES, STANDARDS & REGULATIONS**

The design, manufacture, erection, cable laying and testing of the equipments and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards. In addition, the Indian Electricity Rules, Electricity Act 2003, Statutory requirements of Central Govt., GERC and State Government of Gujarat(applicable codes), shall also be complied with. Any complications arising out of it will be set right by the bidder without any implication to PGVCL. The bidder shall submit his offer as per information given in submission of tender.

Drawings, Data and Documents

The bidder shall furnish following documents/ information along with offer in spiral bound volumes. General description of equipment offered specifying the important features, make, technical parameters, materials of construction etc. To enable PGVCL to have proper understanding of the material offered and its operation.

The drawings and documents shall be furnished to PGVCL by the successful bidder for approval of PGVCL, within the period stipulated in the draft contract/mutually agreed terms at the time of placement of order, the bidder shall submit a list of all such drawings and documents he proposes to submit. The list will be approved by PGVCL and may be modified, if necessary. Each drawing /document in the list shall be identified with a serial number, description and scheduled date of submission. This should be submitted in a spiral bound volumes.

- **FOR REFERENCE**

- OEM's Complete and comprehensive instruction manuals with drawings for operation and maintenance of the equipments supplied by the bidder.
- Preventive maintenance schedule for each equipment.
- Procedure for shutdown and HT equipment.
- Safety procedures for safe operation of equipment and complete system.
- Test procedure for site tests.

- **AS- BUILT DRAWINGS**

On completion of installation, testing and commissioning, the bidder shall in Corporate visions/ modification if any, in the reproducible and submit 'as built' drawing for PGVCL's record in spiral bound volumes and soft copy. The drawings shall be in AutoCAD DXF format.

- **TEST AND INSPECTION FOR INDIVIDUAL ITEM**

Routine test/ Acceptance tests shall be carried out on 10 % of quantity offered of FRP and SMC Materialat manufacture's works. The bidder shall make reasonable

facilities, at his cost for inspection and testing of the equipment/material by PGVCL's Officials. No equipment/item shall be dispatched to site without provisional certificates of acceptance issued by PGVCL. Inspection and test shall be carried out at the place of manufacture as well as on receipt of the equipment at site if required. Inspection and tests do not relieve the bidder of his contractual obligations regarding performance of the equipment at site/in actual use.

The bidder shall submit the brief summary of all type test certificates for similar equipment supplied by him elsewhere and the actual type test certificates as and when asked. In case type test certificates for similar equipment is not available, the same shall be conducted in the presence of PGVCL's Authorized representative if PGVCL so desires, without any financial implications to the PGVCL. The type test report shall not be older than 5 year from the date of tender opening (Technical bid opening). The supplier of the equipment shall ensure that the equipment available at his works for routine test/type test/acceptance test are duly calibrated and necessary certificate shall be made available to the inspecting officer of PGVCL.

As far as possible, the supplier of equipment shall give a minimum of 15 days' notice of readiness of material and give the inspection call accordingly. If on arrival of inspecting officer at the works, the material is not found to be ready, the concerned supplier of equipment shall be liable for additional expenditure PGVCL may incur on account of retention or re-deputation of the inspecting officer.

The officer deputed for inspecting for particular lot of material according to intimation from you may also like to check Quality Control Plan and for that purpose he may demand the Test Reports of raw material being procured.

- **GENERAL**

Identification labels shall be provided on all equipments as per client's approval. All labels shall be engraved on plastic (white letters with black background) and all text shall be in English language.

Any exclusion /deviation from specification shall be clearly spelt out and listed at one place only and bidder shall substantiate the same with appropriate reasons. In the absence of clearly spelt out and mutually agreed deviation, it shall be considered that the bidder has undertaken to comply with the technical specification totally, in letter and spirit.

It will be responsibility of the successful bidder to obtain necessary approval of statutory authority as per rules of Govt. of Gujarat before energizing/ charging the equipment/system. However bidder shall be extended all assistance by the PGVCL in regard to application for the same.

For installation work at site, the bidder shall be fully responsible for arranging the supply of required tools and tackles, welding sets, cable crimping tools, labours, scaffolding, ladders, etc.

The power connection will be provided by PGVCL at one point only at the prevailing tariff, from where the bidder has to arrange for temporary connection and further distribution of supply at his own cost. The installation of energy meter, cut out,

switches etc. for construction power shall be as per prevailing norms of PGVCL. The test report and other requirement to release the connection shall be as per prevailing rules of PGVCL.

On completion of the installation but before energizing the system, all installation shall be physically checked and properly tested. These checks and tests shall be conducted by the bidder under the supervision of Engineer In-charge and bidder shall furnish the final status and test results shall be made good by the bidder free of cost within contract completion period

All clamps, brackets, bolts, nuts, screws, markers, ferrules, lugs and glands and other hardware necessary for erection work, shall include in the scope of work and shall be arranged by the bidder.

- **INSPECTION AND TESTING OF EQUIPMENT**

Manufacturing Progress reviews, inspection & testing of all equipments and material involved in covered under the technical specification and schedule-B shall be carried out by the PGVCL's Authorized Representative at the manufacturer's works/premises prior to dispatch, to ensure that their quality & workmanship are in conformity with the contract specifications and approved drawings.

- **RESPONSIBILITY FOR INSPECTION**

Any inspection by the PGVCL's Authorized Representative does not relieve the Bidder from his responsibility of quality assurance and quality control functions.

As such, any approval which the Inspecting Engineer of the PGVCL may have given in respect of equipment and other particulars and the work or workmanship involved in the contract (whether with or without test carried out) shall not bind the PGVCL to accept the plant & equipment, should it on further tests at site be found not comply, with the requirements of the contract. If required, audit wing of PGVCL Inspection Department shall also be entrusted with inspection of particular item/equipment received at site.

The bidder is to meet the inspection & testing requirements for the equipment coming under the statutory regulations e.g. weights & measures, safety, IE rules, etc. and submit calibration certificates and documents from appropriate authority to the PGVCL Inspecting Engineer for the same, on demand.

- **METHOD OF GIVING INSPECTION CALLS**

Inspection calls shall be given by the Bidder to Chief Engineer PGVCL, Rajkot in accordance with mutually agreed program with 15 days' clear time for all equipments. Four sets of relevant test certificates and inspection report of the Bidder/ Sub-bidder after satisfactory completion of internal inspection and test shall be submitted along with acceptance/routine test certificate of the tests witnessed by PGVCL Inspector.

The PGVCL reserves the right to visit at any stage of manufacture at plant and ask for additional inspection & tests if it is found necessary after completion of detailed design & engineering and approval of drawings. The PGVCL or his duly authorized

representative shall on giving written instructions to the bidder, setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of plant/equipment or workmanship which are not in conformity with the contract provisions.

- **BIDDER'S RESPONSIBILITY**

The Bidder shall provide all reasonable facilities to the Inspecting Engineer of the PGVCL to the Bidder's or their sub-bidder's premises at any time during contract period, to facilitate him to carryout inspection & testing of equipment during manufacture of equipment.

The Bidder shall delegate a representative/coordinator to deal with PGVCL on all inspection matters. The Bidder shall comply with instructions of the PGVCL's Inspecting Engineer fully. The Bidder shall ensure that the equipment and materials once rejected by the Inspecting Engineer are not reused in the manufacturing of the equipment and materials. Where parts rejected by the Inspecting Engineer have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.

- **INSPECTION WAIVER**

For certain standard bought-out items and the products of reputed firms where the PGVCL has earlier experience on the quality of their products, the PGVCL may consider allowing of inspection waiver for such items. The Chief Engineer PGVCL, Rajkot shall issue approval of inspection waiver certificate after scrutiny of bidder's internal inspection report, test certificates and other documents. However, it is not binding upon PGVCL to give waiver on bidder's request. PGVCL may weigh the important issues like quantity of material, cost of material, importance of material, distance of travel & time of travel required to inspect before deciding the waiver of the inspection.

- **OTHER CONDITIONS**

Any clarification / amendment necessary, in any or more clauses incorporated in the present A/T, you will have to make a detailed reference to the PGVCL latest within ten days from the receipt of A/T. If you fail to do so, no request for any clarification / amendment shall be considered thereafter. Please also note that all the points which need clarification / amendment should be brought out at once. No piecemeal clarification/amendment will be entertained.

ECC (ERECTION CONDITIONS OF CONTRACT)

1.0 GENERAL

1.1 The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of

overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws.
- 2.2 All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be borne by the contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all equipment brought to the Site for the purpose of cable laying, erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer. All expense for this shall be borne by the contractor.

4.0 ACCESS TO SITE AND WORKS ON SITE

- 4.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.
- 4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.
- 4.3 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

5.0 CONTRACTOR'S SITE ESTABLISHMENT

The Contractor shall at all times keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

6.0 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of

the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

7.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

8.0 CONTRACTOR'S FIELD OPERATION

8.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

8.2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

9.0 PROGRESS REPORT

9.1 The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site.

9.2 The Fortnightly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

10.0 PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the

Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

11.0 EMPLOYMENT OF LABOUR

- 11.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.
- 11.2 In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

12.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- 12.1 **Tools, tackles and scaffoldings:** The Contractor shall provide all the construction equipments, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer
- 12.2 **First-aid:** The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.
- 12.3 **Cleanliness:** The Contractor shall be responsible for keeping the entire area clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

13.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

14.0 FIRE PROTECTION

The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.

All the Contractor's supervisory personnel and select number of workers shall be trained for firefighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

15.0 SECURITY

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

16.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses of Technical Specifications. The Contractor shall provide, in addition, test instruments, calibrating devices etc. and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.

17.0 MATERIALS HANDLING AND STORAGE

17.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

17.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor.

17.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

17.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store

shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

17.5 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

17.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

18.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

19.0 INSURANCE

In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

20.0 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's- Compensation : As per statutory Provisions

Employee's liability : As per statutory Provisions

21.0 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

22.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects

during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

23.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc. which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

24.0 WORK & SAFETY REGULATIONS

- The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to PGVCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
- All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of PGVCL in this regard.
- Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and

supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

- The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by PGVCL to handle such fuses, wiring or electrical equipment
- Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
 - a. Satisfy the Engineer that the appliance is in good working condition;
 - b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
 - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- The Engineer will not grant permission to connect until he is satisfied that;
 - a. The appliance is in good condition and is fitted with suitable plug;
 - b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

- It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following
 - a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
 - b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
 - c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - d) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

The Contractor shall follow and comply with all PGVCL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and PGVCL Safety Rules referred above, the latter shall be binding on the Contractor

In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner.

25.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

26.0 Quantity Variation

Bidder may take note that Quantity of Running Meter (RMT) may vary as per site conditions and may be decreased considerably then actual tender quantity. Further at some location height may also require to be reduced looking to the site situations. Bidders must keep all these aspects prior to quote the prices.

Commercial and legal terms and Condition

1.0 DEFINITION

- The "PGVCL" shall mean the PASCHIM GUJARAT VIJ COMPANY LTD., having its corporate office at Nanamava Main Road, Laxminagar, Rajkot. With expression shall unless repugnant to the context include its permitted assigns or successor / authorized representatives.
- The "Contractor" / Successful Bidders shall mean the Bidders, whose tender has been accepted by the PGVCL for award of the contract and shall include his authorized representatives.
- The "Engineer-in-Charge" shall mean the authorized officer of the PGVCL to act as Engineer-in-Charge to supervise the work – for the purpose of the contract.
- The "Specification" shall mean the tender forming a part of the contract along with Performa, schedules and drawings.
- The "Order" shall mean the official letter issued by the PGVCL, informing the bidder that his tender has been accepted.
- The "Contract" shall mean the agreement to be entered into by the PGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
- The "EMD" shall mean Earnest Money Deposit.
- The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the PGVCL and calculated from the quantities indicated in the tender.
- The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.
- The "Work" shall mean activities to carry out for supply and installation of FRP Fencing around Distribution Transformer as per Scope, Specifications and Terms and conditions.
- Inspector” shall mean the any person nominated by PGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the PGVCL
- “Letter of Award” shall mean the official notice issued by the PGVCL notifying the contractor that his bid has been accepted.
- “Date of Contract” Shall mean the date on which Letter of award has been issued.
- “Month” shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- “A Week” shall men the continuous period of seven days.
- HT means High Tension ,
- LT means Low Tension,

2.0 BID PRICE

The bidder shall quote in the appropriate schedule of bid form for entire scope of the works.

3.0 AMENDMENT TENDER

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

4.0. SUBMISSION OF TENDERS.

- 4.1 The Bidders must ensure that all the schedules are completely filled in their tenders and the information called for is given in totality. A set of complete tender documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of tender documents. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.
- 4.2 The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition the left hand corner of the envelope or container should indicate the tender number and the bid opening date and time.
- 4.3 The Bidder has to send the Technical Bids by RPAD or speed post **and PRICE BID ON LINE** only.
- 4.4 Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.
- 4.5 The PGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

5.0 Information required with the proposal:

- The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.
- The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. **in two copies** along with soft copy.
- Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the

Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

- Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

6.0 REJECTION OF TENDER:

- 6.1 The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of tender not as per the specification will be at the Bidders risk may result in rejection.
- 6.2 The offer is liable summarily rejected if it contains.
- a) Deviation/Addition/Alternations/Omissions in bidding schedules.
 - b) Deviation and contradictions to the terms and conditions specified in this tender.

7.0 PGVCL'S RIGHT

- 7.1 The PGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
- 7.2 The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal
- 7.3 PGVCL reserves the right to split the contract into two or more bidders. In such cases, the term for completion period will be negotiated and reduced proportionate to the order quantity / value.
- 7.4 In case of any doubt or interpretation of the terms and condition, the decision of the CHIEF ENGINEER (Project), PASCHIM GUJARAT VIJ COMPANY LTD. Rajkot will be final and binding upon the Bidders and no dispute in this regard will be entertained.
- 7.5 PGVCL reserves the right to accept any bid or reject any or all Tenders or cancel /withdraw RE INVITATION to bid without assigning any reason. Such decision of the PGVCL shall not be subject to question by any Bidders and the PGVCL shall bear no liability whatsoever for such decision.

8.0 LANGUAGE OF THE TENDER

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

9.0 SIGNATURE OF BIDDER

- 9.1 The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.
- 9.2 Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- 9.3 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.
- 9.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 9.5 The Bidder's name stated on the tender shall be exact legal name of the firm.
- 9.6 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

10.0 UNDERSTANDING AND CLEARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS.

- 10.1 The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the PGVCL. The PGVCL, then, will issue interpretation and clarifications as he may think fit of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the INVITATION to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- 10.2 Verbal clarifications and information given by the PGVCL or his employee(s) or his representative(s) shall not in any way be binding on the PGVCL.

11.0 PRICE BASIS CURRENCY AND PAYMENTS.

Bidder shall indicate bid prices in Indian Rupees only.

12.0 EFFECT AND VALIDITY OF TENDER

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

13.0. EVALUATION AND COMPARISON OF TENDERS

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

14.0 Arithmetical Errors

Arithmetical errors will be rectified on the following basis:

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

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

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

15.0 AWARD OF CONTRACT

- 15.1 Notification of award of contract will be made in writing to the successful bidder by the PGVCL.
- 15.2 The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and PGVCL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any modifications.
- 15.3 PGVCL Reserves the right to award separate contract to two or more parties in line with the terms and conditions specified in the specification.

16.0 GUARANTEE

- 16.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of twenty four (24) calendar months for whole project and Fencing and its material commencing immediately upon the satisfactory commissioning of the project and issuance of Final Handing Over Note and Completion Certificate issued by Respective packages. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising

solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment.

16.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

17.0 Additional Documents:

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

- GST certificate
- Details of Partners/Directors of the Firm/Company.
- Detail of Manufacturing/Fabrication facilities
- Factory Registration/license details
- PAN Number
- PF registration number

18.0 COMPLIANCES WITH LAW:

- The Contract shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.
- The Contractor shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.
- The Contractor shall comply with the relevant laws of India.

19.0 ACCIDENTS:

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

20.0 FORCE MAJEURE

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

- War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- Rebellion, revolution, insurrection, military or usurped power and civil war;
- Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
- If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.
- If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

21.0 HANDING OVER OF ASSET

After successful completion, the contractor shall arrange to hand over the complete work immediately on completion of entire work.

22.0 Taxes and Duties: GST

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such

GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the

date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

23.0 PGVCL's GST Registration No. is 24AADCP1453C1ZZ

24.0 Bidder has to provide their GST Registration No. It is mandatory. Offer without GST Registration No. will be out rightly rejected.

25.0 STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

26.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all foreign 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.

27.0 Income Tax -TDS

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

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

29.0 COMPLIANCES IN LAW:

The successful bidder will certify that he has complied with the provisions of Industrial & Labor Laws including PF Act, ESI Act etc. as may be applicable. Copy of challans of PF related to be submitted along with bill.

30.0 TAKING DELIVERY AND INSURANCE:

- 30.1 The contractor has to keep all materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till taking over by PGVCL
- 30.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 30.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the PGVCL

31.0 Storage-cum-Insurance:-

The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of materials, which are required to complete the work. Contractor shall have to take comprehensive insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over by PGVCL. The Contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful Contractor shall be furnished to Engineer-In-Charge. In absence of the above insurance policy, R.A. Bill payment will be withheld.

In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the PGVCL shall be kept informed about it. Contractor shall replace the lost / damaged materials / items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the Contractor and PGVCL will not entertain any claim / representation in this regard. However it will be contractor's responsibility to insure the entire project is taken over by the PGVCL.

32.0 INSURANCE:

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

- 32.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the

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

- 32.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 32.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 32.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the

insurance shall ensure to obtain all discounts on premia which may be available for higher volume or for reason of financing arrangement of the project.

32.5 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

33.0 CONTRACT QUALITY ASSURANCE:

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

33.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract. PGVCL reserve the right to test materials/equipments at ERDA laboratory at any stage of contract.

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

34.0 CHANGE OF QUANTITY

34.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 30%(Thirty Percent) of the contract price by way of suitable amendment to the contract.

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

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

35.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Bid document.

36.0 DEMURRAGE, WHARFAGE, ETC.

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

37.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

37.1 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 fifteen (15) days' notice in writing to the Contractor of his decision to do so.

37.2 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 sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

37.3 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 in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the 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.

38.0 DELAYED AND LATE TENDERS:

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

39.0 ARBITRATION:

Any question, dispute or difference whatsoever arises between PGVCL and Bidder, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same

shall be referred to the sole arbitration of a person nominated by Managing Director, PGVCL. This reference shall be governed by Indian Arbitration Act prevailing at the time of dispute and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the PGVCL or the Arbitrator directs otherwise.

40.0 EMPLOYMENT OF LABOUR:

- (a) Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07 p.m. and 06 a.m. next day.
- (b) Contractor shall maintain a valid labour license under the Contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.
- (c) In case PGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, PGVCL may make such payment and shall recover the same from the Contractor's bills.

41.0 PROVIDENT FUND AND FAMILY PENSION SCHEME

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

42.0 DEPOSIT LINKED INSURANCE SCHEME

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

43.0 ADMINISTRATIVE CHARGES

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

44.0 PAID LEAVE FACILITY

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour shall be provided by the Contractor to his, workers. He shall maintain Leave Records, Leave Cards for individual labourer which shall be duly verified, approved and certified by the Authorized Officer of PGVCL. Remuneration for such leave period shall be fully borne by the Contractor.

45.0 Workmen's Compensation and Employer's Liability Insurance

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

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

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

47.0 SECRECY:

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of PGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by PGVCL only and no part or partial should be reproduced, copied or alter without prior permission to PGVCL in writing. In the event of the breach of this provision, PGVCL can claim the damages caused by such events.

TECHNICAL SPECIFICATION FOR FRP FENCING

1) SCOPE:

This specification covers the basic requirement for the complete design, manufacture, fabrication, testing and inspection, packing, supply and Installation of Insulating type FRP Fencing with necessary hardware, accessories, fittings etc. around **Distribution Transformers** located in various areas of circles as specified.

2) Service Conditions:

The fencing supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions:

1	Maximum ambient temperature (deg C)	50
2	Minimum ambient temperature (deg C)	3.5
3	Relative humidity (%)	10 to 100
4	Maximum rainfall (mm)	1450
5	Maximum wind pressure (kg/sq m)	150
6	Maximum altitude above mean sea level (Meters)	1000
7	ISO-ceraunic level (days/year)	50
8	Seismic level (Horizontal acceleration) (g)	0.3
9	Climate Moderately hot and humid tropical climate, conducive to rust and fungus growth.	

3) STANDARDS:

All components used in the manufacture of the FRP Fencing shall confirm to the relevant Indian standard specification and IS-6746 i.e. Unsaturated Polyester Resin System and IS 13410 Glass reinforced Sheet Moldings Compounds (SMC)

4) GENERAL TECHNICAL REQUIREMENTS:

- The Fencing shall be antistatic and ultra violet resistant. Fencing shall be manufactured using components made in accordance with IS-6746 and IS 13410.
- FRP Fencing shall be made utilizing FRP pultruded sections & FRP/SMC Pickets. FRP sections shall be made from an advanced formulation of Thermosetting Polyester Resin with Glass Fiber Reinforcement on state of art electronically controlled pultrusion technology. Manufacturing process shall be pultrusion using automated pultrusion machines. SMC Pickets from hot press compression moulded SMC conforming to IS 13410.
- **FRP Fencing shall be made of FRP and shall be corrosion resistant and fire retardant (Low flammability)** in accordance with the latest IS-6746. An additive material shall be mixed with the FRP to make them resistant to ultraviolet light. FRP/SMC Flats may be used as preferred by bidder. Colour shade shall be as approved by DISCOM.

- The oxygen index shall be minimum 24 as per IS 6746.
- The minimum glass content in the FRP and SMC material shall be 45% and 20% respectively
- The FRP Fencing shall be free from sharp edges and corners, burns and unevenness.
- FRP fencing shall be supplied in completely knocked down condition and shall be of ready to use type. The fencing system shall be suitable for onsite fabrication using standard hardware and tools. The fencing shall be supplied as per BOQ agreed between supplier and purchaser.
- The fencing is constructed utilizing vertical post duly grouted / fitted in ground/on floor. Horizontal rails fitted to sub frame to suite onsite mounting the vertical posts, pickets fitted to rails and gate to facilitate entry and exit restriction within the covered area.
- FRP Pultruded Sections and SMC pickets shall have following mechanical properties

Sr. No.	Parameter	Value for FRP Pultruded Section	Value for SMC Pickets
a)	Ultimate tensile strength:	2000-4000Kg/cm ²	50 MPa
b)	Flexural strength:	2000-10000 Kg/ cm ²	155 MPa
c)	Flexural modulus:	1.5-5x100000 Kg/ cm ²	N.A.
d)	Izod impact:	130Kg/cm/cm of notch	45 KJ/m ²
e)	Compressive strength:	1500-5000 kg/ cm ²	N.A.
f)	Compressive modulus:	2.5-4.5 kg/ cm ²	N. A.
g)	Bar col thickness:	50- 65	50- 65
h)	Water absorption:	<=0.6%	<=0.25%
i)	Glass Content	Min. 45%	Min. 20%
j)	Flammability	Low flammability as per IS 6746	
k)	Flame Spread (Fire propagation Index)	Less Than 15 as per BS 476 (Part 5, 6 & 7)	

- FRP Pultruded Sections and SMC pickets shall have following Electrical Properties.

Sr. No.	Parameter	Value for FRP Pultruded Section	Value for SMC Pickets
a)	Dielectric Strength Axial	30 – 45 kV / 25 mm	9 kV/mm
b)	Dielectric Strength: Radial	10-15 kV / 25mm	N. A.
c)	Arc Resistance	> 120 sec	> 120 sec

- FRP Pultruded Sections Fencing – Routine & Acceptance Testing Parameters shall include but not be limited to following:

Tests for FRP sections

Sr. No.	Parameter	Value specified
1	Visual	As per approved drawing
2	Dimensions	As per approved drawing
3	Glass Content	Min. 45%
4	Flammability	Low flammability as per IS 6746

Tests for SMC Pickets

Sr. No.	Parameter	Value specified
1	Visual	As per approved drawing
2	Dimensions	As per approved drawing
3	Glass Content	Min. 20%
4	Flammability	Low flammability as per IS 6746

5) CONSTRUCTION:

• Vertical Posts:

The vertical post shall be made out of FRP Pultruded square hollow section of size 50x50x5 mm. Such posts shall be kept at a distance not exceeding 1000 mm c/c except gate opening and shall be grouted in the ground with c.c. of ratio 1:2:4 in the pit of size 300x300x450 mm. The work must be done under Supervision of concerned SDO OR Authorized staff appointed by SDO.

The vertical posts shall be supplied with pre-drilled holes so as to accept Sub frame provided using hollow FRP box sections 50x25x5 mm and other accessories for fixing of gates etc. The length of vertical post shall be sufficient to take care of grouting, depth i.e. underground and height of fencing above the ground. Post should be buried in foundation at least 450 mm from ground level. Posts at corners and gate openings may be of different size/shape so as to take care of the fencing requirements.

• Rails

Rails shall be made out of FRP notch bars of 12 mm dia. provided at equal spacing not exceeding 200 mm Centre to Centre as shown in drawing. The rails are placed horizontally and height of the 1st rail from the ground as well as gap between the rails shall be maintained as detailed in the approved drawing.

• Pickets:

Pickets shall be made of flats of size 35x5 mm SMC or FRP provided at equal spacing not exceeding 100 mm Centre to Centre mechanically locked between vertical post as well as top and bottom member of sub frame as shown in the drawing. Pickets shall be pre-drilled to facilitate fixing on the rails. Dimensions of the sections utilized (vertical post, rail, picket), length of those sections (height of fencing), gate openings, corner posts and the perimeter as well as shape of area to be covered by fence shall be as per the drawing and shall be as mutually agreed between the supplier and purchaser by way of issue of approved drawing. The fencing Material of Construction

(MOC) shall conform to the IS: 6746 and/ IS 13410 as applicable and the fabricated, installed fencing shall conform to the approved drawing.

• **Fencing Gate:**

Fencing gate should have door with two shutters with one Heavy duty S.S. drop of size not less than 16 mm Diameter and 350 mm length. Gate is to be provided as per site conditions. General arrangement and layout of fencing is shown in schematic drawing.

• **Danger Board:**

Danger Board of size 300X300 mm (1.6 mm thick M.S. Plate) is to be provided on left hand side of fencing with standard drawing as attached herewith. Danger Board should have letter writing pattern and size as per drawing attached.

6) Other Conditions:

- At top the whole fencing shall be tied with FRP Angle section 50x50x5 to provide suitable stiffness. Angle section should be openable across gate.
- Hardware for fixing / assembling shall be of stainless steel.
- Gate should be suitably stiffened to prevent sagging. 3 nos. of Hinges of 100 mm size on each door and shall be of heavy duty S.S. and facilitate of outward 180 degree movement of the gate flaps.
- Left door of gate should be provided with stopper of 300 mm and Dia. of 10 mm at upper and lower part of fencing with proper locking arrangement.
- Transformer fencing erection should be done according to site situation and as per instruction of engineer in charge of sub division office.
- Supporting bracing flat size SMC molded / FRP Flat 35 x 5 mm and length 300 mm are to be provided in each corner on top and bottom frames of fencing and on each shutter of door.
- Grouting Roads of M. S. With Dia. of 12mm and 250 mm long at each Vertical Post are to be provided as shown in Drawing.
- Payment of bill will be based on running meter measured during joint measurement with engineer in charge.

7) DRAWINGS AND DOCUMENTATION:

- The successful bidder shall submit sketches for each location of the FRP Fencing and get the same approved at concerned Division office before commencement of supply. The indicative schematic drawing is enclosed herewith.
- The tenderer shall furnish all details and clarifications required if any for scrutiny and evaluation of the offer.

- Manufacturing of material to be supplied shall be done strictly as per approved drawing.
- Approval of drawing shall not absolve the supplier of his liability for ensuring correctness according to applicable standards & regulations.

8) TESTS:

All the Type Tests shall be carried out from reputed Laboratories which are accredited by the National Board of Testing and Calibration Laboratories (NABL) of Govt. of India or accepted by PGVCL. Test Reports submitted by Labs such as CPRI, ERDA, ERTL, CIPET, Fire Research Laboratory (FRL) of CBRI Roorkee shall be accepted to prove that the FRP Pultruded Sections meet the requirements of specification. Type Test Reports conducted in manufacturers own laboratory and certified by testing institute shall not be acceptable. The FRP Pultruded Sections used in FRP Fencing shall be fully type tested for Mechanical and Electrical Properties. Attested copies of Type Test Reports are to be submitted.

9) TESTING AND MANUFACTURING FACILITIES:

- The Bidder/manufacturer shall have necessary machinery for production of FRP Pultruded Sections using Automated Pultrusion Machines as well as SMC material and SMC hot press compression molding Machines if SMC is intended to be used for FRP Fencing.
 - Manufacturer should have in house testing facilities for carrying out the routine and acceptance tests. Each Lot dispatched should be tested in-house and test report should be submitted to PGVCL.
 - Supplier shall be responsible for packing, transporting and delivery to the consignee.
- **Proto type inspection:**
The Manufacturer shall have to offer one no of prototype fencing with complete erection at site as per tender specification for approval of PGVCL before offering first lot.
- **DISPATCH:**
 - The material to be supplied shall be packed and dispatched only after inspection and approval.
 - Supplier shall be responsible for packing, transporting and delivery to the consignee.
 - PGVCL reserves the right to waive the inspections

Guaranteed Technical Particulars of FRP Fencing

Sr. No.	Description	Requirement	Supplier Remark
1	Vertical Post (Pultruded FRP)	Box section of 50 x 50 x 5mm @ max 1000 mm c/c & corners	YES/NO
2	Sub frame section	FRP Box section of 50 x 25 x 5mm	YES/NO
3	Rail	FRP Rod Dia. 12mm @ 200mm c/c with notch and keys to lock pickets.	YES/NO
4	Pickets	SMC molded / FRP Flat 35 x 5mm Thick @ 100 mm c/c	YES/NO
5	Bracing Flat	SMC molded / FRP Flat 35 x5mm and length 300 mm	YES/NO
6	Heavy Duty S. S.Aldrop	Not less than 16 mm Dia. And 350 mm Long	YES/NO
7	Grade of Material for Fencing	Pultruded FRP - UV and Fire Resistant conforming to IS 6746	YES/NO
8	Type Test Certificate For Material	Refer Respective Clause of Technical Specifications	YES/NO
9	Size of the fencing	HEIGHT: 1600 MM (1500+100 mm) above ground and 450 mm in ground; minimum Width and Length as per site conditions and as decided by EIC (Engineer In-charge).	YES/NO

PGVCL will take random samples from the material supplied and subject them to tests in Government approved laboratories. The material should stand these tests and if the materials do not stand these tests, they will summarily be rejected and the supplier should make immediate arrangement to replace them with standard material only after getting them duly inspected.

PGVCL also reserves the right to accept the whole or part of such supplies or of the utilized material and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be maximum up to 30% (Thirty) of the end cost price, provided PGVCL accepts the material. In this respect, the decision of the PGVCL will be final and will be binding on the supplier.

TIME SCHEDULE FOR COMPLETING THE WORK
(To be completely filled by the Bidder)

Name of the Bidder	
Address of the Manufacturing Facility	

Sr. No.	Item	Time required for Manufacturing in days	Time required for erecting of the fencing system per location	Time required for completion of total tender quantity
1	FRP Fencing System			

Annexure – I

Details of work experience in last three years

(To be completely filled by the Bidder)

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

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

Seal of the Firm

Signature of the Tenderer

Annexure – II

Details of Technical staff available with the company for execution of work
(To be completely filled by the Bidder)

Sr. No.	Name	Qualification	Additional Certification, if any	Total Experience, no. of years	Remarks

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

Seal of the Firm

Signature of the Tenderer

Annexure - III

DEVIATION SHEET

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

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

Seal of the Firm

Signature of the Tenderer

Annexure – IV
List of Plant and Machinery & Testing Facility
(To be completely filled by the Bidder)

For manufacturing of fencing panels

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

Testing Facility Details:

Seal of the Firm

Signature of the Tenderer

Annexure-V

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

Ref: - Tender No: PGVCL/_____

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

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

Seal of the Firm

Signature of the Tenderer

Annexure-VI

LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID.

Sr. No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item / Equipment	Name of the test Conducted	Results Of the Tests.

Seal of the Firm

Signature of the Tenderer

Annexure-VII

List of Performance Certificate:

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

Seal of the Firm

Signature of the Tenderer

Annexure - VIII

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

(To be submitted in online mode only)

UN – PRICED SCHEDULE (COPY WITHOUT PRICES) Package: 1

Sr. No.	Details of the Items / Equipment Offered	Quantity Offered (RMT)	Firm's Per Annum Production Capacity for the offered item / items.
1	Supply and Installation of FRP Fencing around Distribution Transformers		

UN – PRICED SCHEDULE (COPY WITHOUT PRICES) Package: 2

Sr. No.	Details of the Items / Equipment Offered	Quantity Offered (RMT)	Firm's Per Annum Production Capacity for the offered item / items.
2	Supply and Installation of FRP Fencing around Distribution Transformers		

UN – PRICED SCHEDULE (COPY WITHOUT PRICES) Package: 3

Sr. No.	Details of the Items / Equipment Offered	Quantity Offered (RMT)	Firm's Per Annum Production Capacity for the offered item / items.
2	Supply and Installation of FRP Fencing around Distribution Transformers		

Date:

Signature of the Authorized Signatory and

Seal of the Company

Annexure - IX – Memorandum

(To be submitted in online mode only)

1	<i>PRICES: [i.e. FIRM]</i>	<i>YES / NO</i>
2	<i>GST</i>	<i>_____ %</i>
3	<i>PENALTY TERMS OF TENDER AGREED:</i>	<i>YES / NO</i>
4	<i>PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF TENDER AGREED:</i>	<i>YES / NO</i>
5	<i>PERFORMANCE GAURANTEE TO COVER GAURANTEE PERIOD (INCLUDING MAINTENANCE DURING GUARENTEE PERIOD) TERMS OF TENDER AGREED: (Wherever applicable):</i>	<i>YES / NO</i>
6	<i>VALIDITY OF THE OFFER OF TENDER AGREED</i>	<i>YES / NO</i>
7	<i>PAYMENT TERMS OF TENDER AGREED:</i>	<i>YES / NO</i>
8	<i>Scope of work, technical specification and General & Commercial Terms and condition of tender.</i>	<i>Accepted / Not Accepted</i>
9	<i>QUANTITY OFFERED (FRP Fencing)</i>	<i>Package:1</i>
		<i>Package:2</i>
		<i>Package:2</i>

Note: Percentage /amount of GST will be considered as offered in price bid.

Signature of the Authorized Signatory and
Seal of the Company

DETAILS OF THE FIRM

Tenderer may MANDATORILY fill all the details in this form.

(These details are necessary to create the database of suppliers)

Supplier Name			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Trader	
GST No. and GST Date			
SSI Certificate No. and Date			
NSIC Certificate No. (Should be revalidated since last 3 yrs.)			
NSIC Certificate Date.			
Whether under NSIC scheme. If Yes then Monetary limit.			
Custom No. and Date (If applicable)			
License Type (ISO9001/9002)		ISO 9001 / ISO 9002 (Tick Applicable)	
License Validity Period		From Date _____ to Date _____	
Address of	Registered Office	Factory Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone Nos.(Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			

Seal of the Firm

Signature of the Tenderer

E.M.D. BANK GUARANTEE FORMAT

FOR TENDER NO.:

APPENDIX – I

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

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

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

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

This agreement shall be valid and binding on this Bank 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 Authorized Signatory with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

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

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

FORM OF BANKER'S UNDERTAKING (For SD & PG)

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

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding 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 Authorized Signatory with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

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

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

