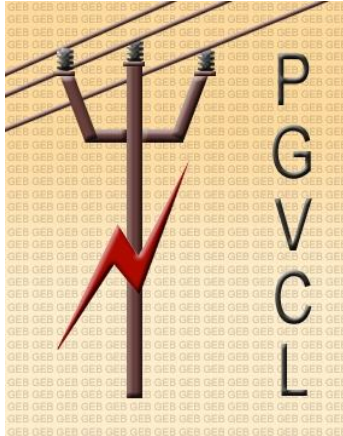


PASCHIM GUJARAT VIJ CO. LTD

REGD CORPORATE OFFICE, OFF NANA MAVVA MAIN
ROAD, LAXMINAGAR, RAJKOT-360004



Tender for Turnkey based Research Pilot Project under taken by Gujarat Power Research and Development Cell for Supply, Installation, Testing and Commissioning of maintenance free, ready capsule, pipe in cage (PIC) type earthing System in HT feeders of Power Distribution network under PGVCL, UGVCL, MGVCL & DGVCL

GENERAL TERMS & CONDITIONS WITH COMMERCIAL BID

TENDER DOCUMENT

Tedner No : PGVCL/GPRD/ Pilot Project/Common Earthing/07

1	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

	PASCHIM GUJARAT VIJ COMPANY LTD. Registered & Corporate Office, Laxminagar, Nana Mava Main Road, CIN: U40102GJ2003SGC042908 Rajkot- 360004 Phone No. 0281-2380425, 2380427 Fax No. 0281-2380428	
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Tender No : PGVCL/GPRD/Common Earthing

DOCUMENTS

Sr. No.	Document	Document Code	Part	Page No.
1.	Physical Bid Sequence annexure	PBS		
2.	Bidders Qualifying Criteria -self evaluation annexure	BOC		
2.	Instruction to Bidder	ITB	I	
3.	Erection Conditions of Contract	ECC	I	
4.	Condition of Contract (Commercial and Legal)	CCCL	I	
4.	Special Conditions of Contract with Declaration Form	SCC	I	
5.	Technical Specifications	TSP	II	
6	Bid Form, Price Schedules and BOQ	BF/PS	IIII	

2	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

INSTRUCTIONS TO BIDDERS

(ITB)

3	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

1. General Instruction

- 1.1 The CHIEF ENGINEER (Technical), 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 Research Pilot Project under taken by Gujarat Power Research and Development Cell, GUVNL for Supply, Installation, Testing and Commissioning of Common Earthing for HT Feeder by Providing Maintenance Free, Ready Capsule, Pipe-In-Cage Type Earthing System
- 1.2 **The turnkey basis works comprising Supply, Installation, Testing and Commissioning of Common Earthing for HT Feeder by Providing Maintenance Free, Ready Capsule, Pipe-In-Cage Type Earthing System.**
- 1.3 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall not be consider for further evaluation.
- 1.4 **The works referred herein shall cover the entire scope of the Tender which include Supply, Installation, Testing and Commissioning of maintenance free, ready capsule, pipe in cage type earthing System in Power Distribution network under PGVCL, UGVCL, MGVCL & DGVCL including the successful completion of performance and tests which the DISCOMs/GPRD desires to get executed.**
- 1.5 The issuance of bid document would not mean that the bidder is 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. (If such a change is anticipated, the scope and effect thereof shall be defined)

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2. Qualifying Criteria

Bidder to satisfy all the requirement as per the tender BQC (Schedule-A).

The owner may assess the capacity & capability of the bidder, to successfully execute the scope of work covered under the work.

Separate annexure for Bidder Qualifying Criteria is enclosed with the tender documents, Bidder is required to verify his eligibility for the work.

- i. Document verification
- ii. Bidders work/manufacturing facilities visit
- iii. Manufacturing capacity, details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
- iv. Details of testing facilities ,manpower and financial resources
- v. Details of quality system in place
- vi. Past experience & performance
- vii. Customer feedback & Banker's feed back

- 1.0 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. The Bidder has to submit related certificates duly certified by CA. And also required to submit copy of GST & Pan Card.
- 2.0 The bidder is required to submit at least last three years of their profit and loss account and balance sheets duly audited by certified Chartered Firm.
- 3.0 Does not anticipate change in the ownership during the proposed period of work.
- 4.0 Bidder has to submit the copy of complete type test reports /Certificates of offered make of supply items as required in project work. The certificate/reports should not older than 7 (Seven years).
- 5.0 Any subcontracting documents shall not be considered for technical evaluation.
- 6.0 The qualifying requirements stated in the accompanying technical specifications for the works shall also apply.
- 7.0 The above stated requirements are a minimum and the PGVCL reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of the PGVCL, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.

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- 8.0 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 any where in company or in Gujarat than offer of such bidder /firm will out rightly be rejected

3.0 Scope of Work

- 3.1 This is the research pilot project. The Scope of the proposal shall include Survey, design, engineering, manufacture, testing, supply to destination site basis, including transportation & insurance, storage, erection, testing, commissioning and operating of the all equipments/items with all due safety measures, & all necessary clamp lugs, watering of sufficient quantity of water etc. as per requirement as per the technical specifications complete in all respects. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipments/Material and installation services specified under the accompanying Technical Specifications.

It will include among others as specified therein the following:-

- a) Detailed Engineering.
 - b) Complete manufacture including shop testing.
 - c) Providing engineering drawings, data, operation manual, etc for the Owner's approval.
 - d) Packing and transportation from the manufacturer's works to the Site.
 - e) Receipt storage, preservation and conservation of equipment & at the Site.
 - f) Pre-assembly, if any, insurance, erection, laying, testing and commissioning of all the equipments/accessories/material/cable etc.
 - g) The successful bidder has to remain in contact with concern DISCOM for selected feeder for smooth operation & implementation of research project.
 - h) **The successful bidder has to submit daily progress report to concern DISCOM.**
- 3.2 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected.
- 3.3 Bids containing deviations form will be considered as non-responsive.
- 3.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.
- 3.5 This specification covers the detailing, engineering, manufacturing, testing at works, packing, supply, storage, insurance and handling at site, erection, testing, commissioning and handing over in ready to switch on condition to concern DISCOMs for the selected feeder.
- 3.6 Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation

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of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.

- 3.7 This specification covers the detailing, engineering, manufacturing, testing at works, packing, supply, storage, insurance and handling at site, erection, Wire laying, testing, commissioning. However, if any item is left out, standard specification of Rural Electrification Corporation (REC) will be applicable for the same.
- 3.8 Liaison charges with utilities, Electrical inspector & other local utilities like telecom, GAS, & Networking etc. Preparation of site drawing and approval of concern Nagarpalika ,Mahanagarpalika Corporation (if required) for the said work is in scope of contractor.

4.0 Codes, Standard & Regulation

The design, manufacture, erection, Commissioning of Common Earthing for HT Feeder by Providing Maintenance Free, Ready Capsule, Pipe-In-Cage Type Earthing System and testing of the same 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.

5.0 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 OWNER to have proper understanding of the material offered and its operation.

The drawings and documents shall be furnished to OWNER by the successful bidder for approval of OWNER, 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 OWNER 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.

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- 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 OWNER's record in spiral bound volumes and soft copy. The drawings shall be in AutoCAD DXF format.

6.0 TEST AND INSPECTION FOR INDIVIDUAL ITEM

Routine test/ Acceptance tests shall be carried out on 100% quantity and its accessories as per relevant IS/IEC at manufacture's works, and remaining material the testing shall be carried out on the quantity as per relevant IS/IEC criteria. The bidder shall make reasonable facilities, at his cost for inspection and testing of the equipment/material by OWNER's Officials. No equipment/item shall be dispatched to site without provisional certificates of acceptance issued by OWNER. 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 OWNER's Authorized representative if OWNER so desires, without any financial implications to the OWNER. 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 OWNER.

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 OWNER 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.

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All required calibrated measuring instruments (e.g. Vernier Calipers, Coating Guage, Weighing meter, etc.) are to be provided for the tests to be carried out during factory inspection.

7.0 FUNCTIONAL AND COMPOSITE TESTING

The routine/acceptance tests as mentioned in the detailed technical specifications shall be conducted on equipment after completion of erection in the presence of Engineer-in-charge from point of view of completeness in the presence of OWNER's Authorized Representative.

8.0 INFORMATION OF EQUIPMENT

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.

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, labors, scaffolding, ladders, etc.

On completion of the work 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.

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.

9.0 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 &

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workmanship are in conformity with the contract specifications and approved drawings.

10.0 RESPONSIBILITY FOR INSPECTION

Any inspection by the GUVNL Discoms 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.

11.0 METHOD OF GIVING INSPECTION CALLS

Inspection calls shall be given by the Bidder to Chief Engineer (Technical) 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.

12.0 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.

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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.

13.0 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.

14.0 AUDIT INSPECTION

From the lots inspected by the OWNER, the Inspector of OWNER may pick up samples from the lots supplied at stores of contractor at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by OWNER at Government/ NABL approved laboratory in presence of representatives of contractor and OWNER as per relevant ISS/BIS/ OWNER specifications. The test results will be binding on the suppliers and OWNER, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, OWNER will deduct maximum up to 30% (Thirty) Plus GST of the end cost price. If the same are not utilized / consumed, then OWNER may ask for replacement at sole discretion of OWNER or may accept with maximum deduction up to 30% (Thirty) of the end cost price of the rejected lot plus GST, and all these will be binding on the contractor.

In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by OWNER for testing and if subsequent testing are to be carried out (which will solely at OWNER discretion), then all Testing fees, expenses of the inspector and other expenses incurred by OWNER plus GST will be to contractor's account. The decision in this regard for

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acceptance as above of OWNER shall be final and this will be binding on the contractor.

15.0 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 OWNER 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. GENERAL - ERECTION CONDITIONS

- 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. 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. 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

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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. 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. 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. 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. 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

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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. 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. 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 weekly 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. MAN-POWER REPORT

The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

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11. 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.

12. EMPLOYMENT OF LABOUR

- 12.1. 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.
- 12.2. All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 12.3. 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.

13. FACILITIES TO BE PROVIDED BY THE OWNER

- 13.1. **Space:** Land for Contractor's Store, Workshop etc.
 - a. The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.
 - b. On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.
- 13.2. **Electricity: Power supply:**

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The Agency finalized for EPC contract by OWNER, shall apply for temporary connection to the concerned DISCOM Sub-Division paying required Service Charges and Deposit. Such temporary connections to be released on the name of EPC-Contractor The power so consumed shall be charged at the prevailing tariff rate.

14. FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1. 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

14.2. 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.

14.3. 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.

15. 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.

16. FIRE PROTECTION

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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 fire fighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17. 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.

18. 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 labor 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.

19. MATERIALS HANDLING AND STORAGE

19.1. 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.

19.2. 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

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such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.

- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

20. 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.

21. 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.

22. 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

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23. 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.

24. 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.

25. 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.

26. WORK & SAFETY REGULATIONS

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- I. 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.
- II. 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.
- III. 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.
- IV. The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- V. 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.
- VI. 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
- VII. 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.
- VIII. 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;

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- 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.
- IX. 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.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. 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.
- XIV. 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.

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- 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.
 - e) 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.
- XV. 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.

27. 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.

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Condition of Contract (Commercial and Legal)
CCCL

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Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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 and hand over with approval of Electrical Inspector in all respect.
- The "Work" shall mean activities to carry out for Survey work with detail report for conversion of overhead network to underground network in five Towns.
- 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.

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- “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 mean 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. (Evaluation)

However, the tender evaluation will be done on Total amount quoted (Including GST) will be considered for final evaluation.

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 non compliance 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 Earnest Money Deposit

- 4.1. 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.
- 4.2 E.M.D. for this tender is Rs.35,000/- (For MSME) and Rs. 40,000/- (For Non MSME). The EMD is payable either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft in favour of the Paschim Gujarat Vij Company Ltd. on any Scheduled / Nationalized Banks OR by Banker’s Cheque only.
- 4.3 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.
- 4.4 If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract or fails to sign the contract agreement then the EMD amount will be forfeited by PGVCL without any notice or proof of damages etc.

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- 4.5 The EMD of all unsuccessful bidders except that of the successful bidder will be returned after the award of the contract.
- 4.6 No interest will be payable by the PGVCL on the above Deposit.
- 4.7 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 notarized copies of their SSI (SSI/MSME Part -II/udhyog adharmemorandum) & 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 intermediators.
- 4.8 The Certificate should indicate the manufacture of terms offered. In case of udhyog adhar memorandum, it should indicate the manufacture of related group of item.
- 4.8.1 The MSME firms has to submit valid duly notarized copies of SSI/MSME Part ii /Udhyog Adhar memorandum /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.
- 4.9 All the "SSI" (Part-II)/Udyog Aadhar and "CSPO/NSIC/DGS&D" registration certificates Documents furnished along with the tender submitted by the bidders having micro & Small scale Industries (Manufacturing) 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)/Udyog Aadhar and "CSPO/NSIC/DGS&D" registration certificates otherwise they shall have to pay E.M.D. and no exemption will be granted.
- 4.10 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.
- 4.11 The SSI (Part-II)/Udyog Aadhar & NSIC/CSPO/DGS&D certificate should indicate the manufacture of item/s offered under this tender. Provisional Registration Certificates are NOT allowed.

5.0. SUBMISSION OF TENDERS

- 5.1 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

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documents. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.

- 5.2 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.
- 5.3 The Bidder has to send the Technical Bids by RPAD or speed post **and PRICE BID ON LINE** only,
- 5.4 Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.
- 5.5 The PGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

1. Bidding Costs

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

2. BID DOCUMENTS

Details of Documents

The following Bid documents apart from Invitation to Bid detail the material and equipment specifications/characteristics, the bidding procedures and the terms & conditions of contract:

- a. General Conditions of Contract (GCC-Part I)
- b. Erection Conditions of Contract (ECC-Part I)
- c. Special Conditions of Contract (SCC-Part I)
- d. Technical Specifications (TS-Part II)
- e. Bid Form and Price Schedules (BF/PS-Part III)

3. Knowing the Bid Documents

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

4. Clarifications on Bid Documents

In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make

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Signature of Tenderer:

Date:

Place:

Company's Round Seal:

a request, in writing not later than one week before the date of submission of bid, to the owner in triplicate. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation, all such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.

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

5. Amendment of bidding document:

- 5.1. Any time prior to the deadline for submission of Bids the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).
- 5.2. The amendment will be put up on the website of concern DISCOM & n-procure website.
- 5.3. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.
- 5.4. Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

6. PREPARATION OF BIDS

- 6.1. **Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in other language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.
- 6.2. **Bid Format:** Bidders have to make the Bid in the formats furnished with this Document. Verbatim without adding any printed/typewritten text of their own.

7. Local Conditions:

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- 7.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 7.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 7.3. Before proceeding with the execution of the aforesaid work, the bidder shall fully familiarize himself with the site conditions. It shall be the responsibility of the Successful bidder to arrange all inputs required for detailed engineering and execution. The Bidders are advised to visit the substations, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc. The Successful bidder shall be fully responsible for providing all equipment, materials, system and services specified or otherwise which are required for complete implementation of Feeder Monitoring System.

8. Documents comprising the Bid:

- 8.1. The Bidder shall complete the Bid form inclusive of Technical Data Requirements furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity in physical as well as on line. Bidder should submit price bid on line only.
- 8.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and GCC. All Tender Documents/ formats are to be returned completed in all respects and signed by the Company Authorized Signatory wherever specified.

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- 8.3. All Bid documents duly signed & sealed shall be submitted with technical bid
- 8.4. The Bid Guarantee shall be furnished in a separate cover in accordance with clause at GCC.
- 8.5. The bidder shall submit fill up self evaluation in Bidder Qualifying Criteria annexure and shall put at as first page of the bid.
- 8.6. **All the bid documents shall be with continuous page number. The Physical Bid Sequence (PBS) shall be the covering page showing continuous page number of all the documents.** The bid without **Physical Bid Sequence** shall be considered as incomplete and shall not be process for further evaluation.

9. Format of Bid:

- 9.1. The Bidder shall prepare two copies of the physical bid, clearly marking each "Original bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them the original shall govern. All the documents furnished in original document shall be furnished in other copies of Bids.
- 9.2. The original and all copies of the physical bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 9.3. The Bidders must submit the qualifying data in one original and one duplicate copy as required in this Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, super scribed as under :

TENDER NO :

Name of Work :

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

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- 9.4. Physical Bids shall be submitted as under:
- I. Cover-I Contractor's covering letter, Tender fee details (as per tender notice) & Earnest Money Deposit (Bid-Security), as per relevant clause of SCC duly signed.
 - II. Cover-II Qualifying Requirement with BQC
 - III. Cover-III Technical Bid

Physical Bid must contain conditions and schedules-B without prices and Technical Data Requirement Sheets (Cover I, II, III will be collectively called Technical Bid).

All Bid documents duly signed & sealed shall be submitted with technical bid.

10. Signature of Bids:

- 10.1. The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 10.2. Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name; followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).
- 10.3. Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 10.4. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 10.5. If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be

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liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

- 10.6. The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 10.7. Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

11. Sealing and marking of bids:

11.1. Cover-I

- 1. Bid No.
- 2. Due date for opening
- 3. Reference of tender fee & earnest money deposit

Cover-II

- 1. Bid No.
- 2. Due date for opening.
- 3. Qualifying Requirements

Cover-III

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

Cover-I, Cover-II & Cover-III shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for against Bid No..... due on..... containing Cover-I, Cover-II & Cover-III of this tender.

The original Bid and accompanying documents clearly marked "Original" plus one copy for Cover I, II, III shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between the original and the copies, the original shall govern.

The Bid shall be submitted by **RPAD or through speed post services only** at the Office of the Chief Engineer(Tech), PGVCL, Nana Mava Road, Laxminagar, Rajkot-360002 (Gujarat-India) Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of receipt are liable to be rejected. Telegraphic/Telex/Fax/e-mail Bids shall not be entertained.

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- 11.2. The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy".
- 11.3. Addressed to the Owner at the following address:

**The Chief Engineer (Tech)
Paschim Gujarat Vij Company Limited
Corporate Office, Nana Mava Road, Laxminagar
Rajkot-360002,,Gujarat-India**

Bearing the name of package bid enquiry number, name of the work and the words "DO NOT OPEN BEFORE....."

- 11.4. The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".
- 11.5. If the outer envelope is not sealed and marked as required by Clause No: 15.1 the Owner will assume no responsibility for the bid's misplacement or premature opening.
- 11.6. The Bid Security conditions must be submitted in a separate sealed envelope.

12. Deadline for submission of bids :

- 12.1. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.
- 12.2. Bids must be received by the Owner at the address as specified under appropriate Clause, not later than the time & date mentioned in the Invitation to Bid.
- 12.3. The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late Bids

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

14. Modification and withdrawal of bids :

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of appropriate clause of the tender. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner. No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

15. Information required with the proposal:

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.

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- 15.4. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

16. REJECTION OF TENDER:

- 16.1. The Bidder 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.
- 16.2. 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.

17. PGVCL'S RIGHT

- 17.1. 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.
- 17.2. 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
- 17.3. 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.
- 17.4. In case of any doubt or interpretation of the terms and condition, the decision of the CHIEF ENGINEER (Technical), PASCHIM GUJARAT VIJ

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COMPANY LTD. Rajkot will be final and binding upon the Bidders and no dispute in this regard will be entertained.

- 17.5. 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.

18. 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.

19. PRICE BASIS CURRENCY AND PAYMENTS.

Bidder shall indicate bid prices in Indian Rupees only.

20. 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.

21. EVALUATION AND COMPARISON OF TENDERS

- 21.1. 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.
- 21.2. Bid price shall mean the bid price quoted by each bidder in his bid for the complete scope of works i.e. sum total of amount quoted for all the items will be considered for comparison of price bids including GST.

22. 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,

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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.

23. AWARD OF CONTRACT

- 23.1. Notification of award of contract will be made in writing to the successful bidder by the PGVCL.
- 23.2. 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.
- 23.3. PGVCL Reserves the right to award separate contract to two or more parties in line with the terms and conditions specified in the specification.

24. Security Deposit:

- (a) The successful bidder should be paid Security Deposit within 10 days after receipt of master LOA for an amount equal to 10% (Ten percent) of the total Contract Price towards faithful performance of the Contract in accordance with the terms and conditions specified therein.
- (b) The Security deposit is payable the option of PGVCL by (a) Demand Draft on any Nationalized /schedule Bank Payable at Rajkot (b) Bank Guarantees from Nationalize bank and private bank authorized to take Government business viz IDBI,UTI, HDFC ICICI bank approved by GOG time to time in favor of PGVCL, Rajkot
- (c) In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which PGVCL will encase the Bank Guarantee

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- (d) The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submit the Performance Guarantee.

25. Performance GUARANTEE

The Contractor shall warrant and submit 10 % PBG of the whole contract value, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of twelve (12) calendar months for whole project from the date of successful commissioning.

“The successful bidder shall have to submit the performance guarantee in the form of Demand Draft or Bank Guarantee worth 10% of the total contract value (end cost) to cover the entire execution from the nationalized bank or private bank authorized to take government business approved by GoG time to time.

These Bank Guarantees shall be applicable for all the bidders irrespective whether they are SSI/NSIC units.”

Whereas the performance guarantee, to be submitted by successful tenderer, towards warrantee, is for satisfactory performance

The PBG will be returned to the contractor without any interest after PBG period is over.

26. JURISDICTION OF CONTRACT

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

27. 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:

1. Details of Partners/Directors of the Firm/Company.
2. Detail of Manufacturing/Fabrication facilities

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3. Electrical Contractor License
4. Factory Registration/license details
5. PAN Number
6. PF registration number
7. GST Number & Certificate

28. COMPLETION PERIOD

Commencement Period:- The commencement period shall be 30(Thirty) days. The tender is invited on behalf of UGVCL/MGVCL/DGVCL & PGVCL. After finalization of tender LOI / Master LOA shall be issued by PGVCL. And on the basis of master LOA, the contractor has to **deposit the Security deposit to PGVCL @10% of LOA amount within 10 days of the receipt of Master LOA. Commencement period will start from the date of receipt(by contractor) of master LOA issued by PGVCL.**

After receipt of master LOA, the contractor has to carry out survey work of each selected feeder in respective DISCOM and **has to submit the detail survey report to concern DISCOM along with final quantity of work to be carried out as per schedule-B within 30(thirty days) i.e. commencement period, failing which penalty will be imposed as per the Clause no. 38.1 of General Terms & Conditions of Tender.**

Period for Work Execution:-

Based on the survey report submitted by contractor, concern DISCOM shall issue detail LOA, execute work agreement and issue detail work order. The contractor shall have to complete the work within 90(ninety) days from the date of receipt (by contractor) of detail Work Order by respective DISCOM.

29. Training:

Successful bidder shall have to arrange a one day physical training at their expense covering aspects of erection, O&M, testing & commissioning of each equipment. This training program is to be organized prior to erection of these equipments. Complete training materials in soft & hard copy shall be given to participants.

The successful bidder is required to provide One/two day Training with no cost to PGVCL, for all the aspects of maintenance of MVCC, installation and replacement of its accessories, handling of the covered conductor at DISCOM premises to all concern Engineers of the DISCOM. Training module shall be mutually discussed and finalized to cover all essential aspects of the training. The bidder shall provide all the documentation and write up material for trainees. The training courses shall be structured and supported by Illustrations, Video, and Charts.

30. Compliance with Laws:

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- a) 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.
- b) 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.
- c) The Contractor shall comply with the relevant laws of India.

31. 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 sub Contractors for the purposes of the Works.

32. Force Majeure.

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

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) 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;
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- e) 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.
- f) 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.
- g) 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

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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.

- h) 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.

33. 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 ancilliary 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.

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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.

33.1. 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.

33.2. PGVCL's GST Registration No. is as under;

24AADCP1453C1ZZ

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

34. 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.

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35. Handing over of Asset:

After successful completion and charging of the line the entire newly created network is to be handed over to the concern deputy engineer of PGVCL. The handing over note covering the details of all the materials used and total work executed must be signed jointly by the bidder and PGVCL Engineer. Copy of handing over note must be attached along with final bill.

The contractor shall arrange to hand over the complete line and all work immediately on completion of entire work dully getting approval inspection and charging for newly created net work of electrical inspector therefore.

36. 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.

36.1. 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.”

36.2. Applicable welfare cess etc will be deducted from contractors each bill by PGVCL to pay the same to the respective Govt. Department.

36.3. Applicable GST, TDS, etc Taxes will be deducted as per applicable statutory rules time to time.

37. Compliance of Laws

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.

PENALTY FOR DELAY:

38. PENALTY FOR LATE DELIVERY:

38.1. The contractor fails to perform its obligation under the scope of work within the specified period given in the letter of award/ contract documents, the contractor shall pay to PGVCL as penalty, a sum of half per cent (0.5%)+Applicable GST per week or part thereof on work

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executed after time limit maximum 10% + Applicable GST of contract value. Further Penalty is also to be imposed on work which is completed within execution period but not handed over to PGVCL even after completion of all Formalities like approvals etc. and due to which System cannot be put in Operation after specified period given in the contract.

GST at applicable rate will be applied on all kind of penalty.

38.2. The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the PGVCL. Tenderer shall have to supply all materials to match with the erection activities.

39. Payment Schedule

Payment shall be as per contract price schedule agreed based on unit rate. The final price schedule shall be based on approved drawings & Bill Of Quantities (BOQ).

The tender BOQ is indicative. Supply & Erection of quantities shall be as per approved Drawings & BOQ and excess shall not be accepted.

40. Mode of Payment

All payments under the Contract (Supply & Erection) shall be made after the issue of certificates by the Engineer, for the quantum of work completed.

41. Billing and breakup:

Price breakup for supply items will be considered only for billing purpose & not for actual payment. Payment for equipments supplied shall be released as per price schedule given in the tender specifications.

42. DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor

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within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

43. Terms of Payment

(43.1) On completion of work & raising of RA bill by contractor for the **PART-A of Schedule-B** duly certified by concern DISCOM, DISCOM shall release **50% payment of order value of PART-A of schedule-B** within 30 days from the date of completion.

(43.2) On completion of work & raising of RA bill by contractor for the **PART-B of Schedule-B** duly certified by concern DISCOM, DISCOM shall release **50% payment of order value of PART-B of schedule-B** within 30 days from the date of completion.

(43.3) On completion of all work **as mentioned in Scope of work and tech spec** duly certified by concern DISCOM, DISCOM shall release all remaining payment of order value within 30 days from the date of certification.

44. TAKING DELIVERY AND INSURANCE:

44.1. 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

44.2. The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.

44.3. 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

45. 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

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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.

46. 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.

- 46.1. 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.

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- 46.2. 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.
- 46.3. 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.
- 46.4. 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.

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

47. Contract Quality assurance:

47.1. The Bidder shall include in his proposal the Quality Assurance Programme 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.

47.2. At the time of Award of Contract, the detailed Quality Assurance Programme 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.

47.3. 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.

48. CHANGE OF QUANTITY

48.1. 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.

48.2. 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.

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

49. LIABILITY FOR ACCIDENTS AND DAMAGES

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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.

50. 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.

51. TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

51.1. 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.

51.2. 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.

51.3. 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.

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52. 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.

53. Arbitration

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

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

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

54. Employment of Labor

- (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 07.00 p.m. and 06.00 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

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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.

55. 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.

56. 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.

57. 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.

58. PAID LEAVE FACILITY

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

59. 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.

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

- a) 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

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

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).

- b) 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.
- c) 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.
- d) 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.
- e) The contractors who are having separate P.F. Code No. from RPFC, it should be ensured that all the contract labourers are covered under the provident fund scheme and employees' pension scheme and their contributions are remitted regularly to the concerned RPFC. The photo copies of the chalan in this regard should be collected from the concerned contractor and kept in the file of the concern contractor.

61. 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.

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

**SCC
PART-I
SPECIAL CONDITIONS OF CONTRACT**

1.0 General Particulars:

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

2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by Cash (upto Rs 10000 Only) or Demand Draft (DD) at Rajkot drawn on any Scheduled Bank in favour of OWNER. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).

3.0 Declaration by Bidder:

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

4.0 QUALIFYING REQUIREMENT

Bidder to satisfy all the requirement as per the tender BQC (Schedule-A).

The owner may assess the capacity & capability of the bidder, to successfully execute the scope of work covered under the work.

Separate annexure for Bidder Qualifying Criteria is enclosed with the tender documents, Bidder is required to verify his eligibility for the work.

- i. Document verification
- ii. Bidders work/manufacturing facilities visit
- iii. Manufacturing capacity, details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

- iv. Details of testing facilities ,manpower and financial resources
- v. Details of quality system in place
- vi. Past experience & performance
- vii. Customer feedback & Banker's feed back

5.0 Additional Documents:

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

- 1. GST & PAN Registration No. date/ issuing authority.
- 2. Regn. No. under Shops & Estt. Act/ issuing authority
- 3. Details of Partners/Directors of the Firm/Company.
- 4. Experience Record and details of orders pending / executed for various utilities
- 5. Last Three years Accounts audited by CA.
- 6. Detail of Manufacturing/Fabrication facilities
- 7. Factory Registration/license details
- 8. Net worth for each of the last three financial year should be positive. Bidder has to provide CA certificate for the same.

6.0 Instructions before submitting your bid.

- 6.1 All the drawings, i.e. elevation, side view, plan, cross sectional view of Covered Conductor, its various accessories, Cable Drums etc. and other required items, in Auto CAD format and manuals in PDF format, for offered item shall be submitted by all bidders. Also the hard copies as per specification shall be submitted.
- 6.2 The bidder shall submit Quality Assurance Plan (QAP) & Field Quality Plan (FQP) with the technical bid.
- 6.3 The bidder must fill up all the point of GTP for offered item/s. Instead of indicating "refer drawing, or as per IS/IEC", the exact value/s must be filled in.
- 6.4 All the points other than GTP, which are asked to confirm in technical specifications must be submitted separately with the bid.
- 6.5 The bidder shall bring out all the technical deviation/s only at the specified annexure.
- 6.6 Bar chart with as per above clause no. 7.0 i.e. completion period shall be submitted.
- 6.7 The bidder has to submit valid type test reports of all equipments with technical bid in physical form.

54	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

- 7.0 Training:** The successful bidder is required to provide One/two day Training to the all aspects of maintenance of MVCC, installation and replacement of its accessories, handling of the conductor, DISCOM premises to all concern Engineers of the DISCOM shall be provided as one time activity in-depth training to DISCOM engineers at no cost to DISCOM. Training module shall be mutually discussed and finalized to cover Owner’s personnel to operate, append, modify, trouble shoot, and interface the system with other billing and revenue management through hardware and software linkages. The bidder shall provide all the documentation and write up material for trainees. The training courses shall be structured and supported by “Illustrations, Video, and Charts. Certified trainers from the vendor’s office shall impart the developer and system administration training preferably. The vendor shall provide extensive lecture notes, handouts and other training documents.
- 8.0 Progress Report:** The successful bidder shall submit progress report daily and fortnightly for supply activities & fortnightly for erection activities along with site photographs.
- 9.0 Minor Civil Works:** During the installation / erection of the outdoor equipments /materials or any other erection activity as per the scope of tender, any civil structure / slab, wall, road, Indoor or Outdoor cable trench etc. which may need to be altered / modified or damaged shall be rectified / made it good by the successful bidder at no extra cost to the OWNER within stipulated time period. No deviation in the time limit of work would be considered on account of the above repairing/modification of civil work.

55	Signature of Tenderer:		Company’s Round Seal:
	Date:	Place:	

Tender No: PGVCL/GPRD/Tender/Common Earthing/

Declaration

Tender for Turnkey based project for manufacturing, installation, commissioning, testing of 11 KV Specially designed Covered Conductor on 11 KV Sukhpur AGDOM Feeder emanating from 66 KV Chorwad substation of Chorwad sub division of Mangrol Division of Porbandar Circle under PGVCL as per tender specifications complete along with all the tender Terms and Conditions.

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

- a) I/ We, the undersigned, have read and understand the Tender Specification No.
- b) The supply & erection price components in the bid are firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declare that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized representative
of Company / Agency

NAME: _____

STATUS: _____

Name of BIDDER

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

ANNEXURE – 1

I / WE, confirm that following documents are attached with the technical bid of the offer.

Sr. No	Details	Confirmation (Tick \checkmark any one)
1.	Physical Bid Sequence(PBS) "Annexure-A"	YES / NO
2.	Bidder Qualifying Criteria(BQC) "Annexure-B"	YES / NO
3.	Declaration	YES / NO
4.	Firm's details as per "Annexure -2"	YES / NO
5.	Past experience details as per "Annexure-3"	YES / NO
6.	Performance certificates as per "Annexure-4"	YES / NO
7.	Type test reports as per "Annexure-5"	YES / NO
8.	Annexure-6	YES / NO
9.	Annexure-7	YES / NO
10.	Annexure-8	YES / NO
11.	Annexure-9	YES / NO
12.	Annexure-10	YES / NO
13.	Annexure-11	YES / NO
14.	Certificate of Important Instruction & certificate-A	YES / NO
15.	PGVCL technical specification duly signed and with seal of firm.	YES / NO

NOTE:

ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.

57	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

ANNEXURE - 2

DETAILS OF THE FIRM

Tenderer may MANDATORILY fill all the details in this form and should be placed as a forth page of offer.

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

Supplier Name			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Undertaking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Trader	
GST No.			
PAN Detail			
Vendor Registration Letter No. & Date (If registered and Letter issued by GUVNL(Formerly GEB))			
Vendor Registration Fee		Paid / Not Paid (Tick any one, for New Entrants)	
Vendor Registration Date			
Vendor Registration Validity Period		From Date_____ to 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.		Rs.	
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			

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Signature of Tenderer:

Date:

Place:

Company's Round Seal:

ANNEXURE- 3

DETAILS OF THE EXPERIENCE FOR SUPPLY OF SIMILAR TYPE OF ITEMS IN LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED. YES/NO	STATUS, IF ORDER UNDER EXECUTION	REMARKS
A GEB (Now GUVNL)/PGVCL/UGVCL/DGVCL/MGVCL/PGVCL							
1)							
2)							
3)							
4)							
5)							
B OTHER STATE ELECTRICITY Board's:							
1)							
2)							
3)							
4)							
5)							
C PRIVATE FIRMS:							
1)							
2)							
3)							
4)							
5)							

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Signature of Tenderer:

Date:

Place:

Company's Round Seal:

ANNEXURE - 4

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

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

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

ANNEXURE- 5

LIST OF ITEMWISE 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.

61	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

ANNEXURE - 6

LIST OF THE TENDER DRAWINGS SUBMITTED WITH THE TECHNICAL BID.

Sr. No.	Description	Drawing Number	Number of Sheets
1	2	3	4

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

ANNEXURE – 7

TECHNICAL AND COMMERCIAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY AND TO BE SUBMITTED WITH TECHNICAL BID.

63	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

ANNEXURE – 8

(UNDERTAKING IN REGARD TO STOP DEAL / BLACK LIST THEREOF) and should be placed as a sixth page of offer.

Sub: Undertaking in regard to Stop Deal / Black List Thereof.

Ref: Tender No. PGVCL/GPRD/ Pilot Project/Common Earthing/06_____.

.....

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 _____
here by certify that M/S _____ is not
stop deal / black listed by GUVNL and or their any subsidiary company viz. GSECL /
GETCO / DGVCL / MGVCL / UGVCL / PGVCL for the tendered item.

Signature of the Tenderer

Seal of the Firm

64	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

ANNEXURE - 9

Vendors must furnish the below details along with technical Bid.

- I. The financial turn over for the last three years.

- II. Supply of materials in quantity for the last three years.

- III. ***Supply of materials in quantity to PGVCL/ MGVCL/ DGVCL/ UGVCL/ GUVNL for the last three years.***

- IV. The yearly capacity to manufacture the materials in quantity.

- V. The order on hand in quantity with delivery schedule.

.....

65	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

ANNEXURE - 10

Vendor must fill up below details & should place at the top of the Technical Bid.

- 1. **PRICE** :
[FIRM ONLY]

- 2. **a. GST** :
b. [IN PERCENTAGE]

- 3. **PENALTY TERMS AGREE** :
(Please specify YES / No.)

- 4. **SECURITY TERMS AGREE** :
(Please specify YES / No.)

- 5. **P.B.G. TERMS AGREED** (Wherever applicable) :
(P.B.G. – Performance Bank Guarantee)

- 6. **EXECUTION PERIOD TERMS AGREED** :

- 7. **VALIDITY OF THE OFFER AGREED** :

- 8. **PAYMENT TERMS AGREE** :
(Please specify YES / No.)

- 9. **GST Registration No & date** :

- 11. **TELEPHONE NOS. & FAX NO.** :

- 12. **AUTHORISED PERSON OF THE FIRM** :

- 13. **NAME OF THE PROPRIETOR,
PARTNERS, DIRECTORS
[AS THE CASE MAY BE],
ALONG WITH ADDRESS, TELEPHONE,
FAX NO. Etc.** :

- 14. **PAN No. & Date** :

- 15. **PF Registration No.** :

- 16. **If Vendor Registration is Done** :
(Please submit copy of Vendor Registration approval letter in the EMD cover).

Signature of Authorized representative
of Company / Agency
NAME: _____
STATUS: _____
Name of BIDDER

66	Signature of Tenderer:		
	Date:	Place:	

ANNEXURE - 11

Vendors must furnish the Banker's/Bank details along with technical Bid.
(This is Mandatory)

1	Name of Banker/Bank:-							
2	Full address of Banker/Bank with PIN Code:-	<div style="text-align: right; margin-top: 20px;">PIN Code <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></div>						
3	Fax No. Of Banker/Bank:-							
4	Phone No. of Banker/Bank:-							
5	E-Mail Address of Banker/Bank:-							

67	Signature of Tenderer:		
	Date:	Place:	
			Company's Round Seal:

PASCHIM GUJARAT VIJ COMPANAY LTD.

Tender No. **PGVCL / GPRD/Tender/SD-MVCC /**
Due On:

IMPORTANT INSTRUCTIONS

1. The Tenderer should clearly give certificate along with the Technical Bid:

“This is to confirm and certify that the offer submitted by me is strictly in accordance with OWNER Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations) in the offer from OWNER Tender Specification. I undertake to abide by OWNER Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per OWNER Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of OWNER, including delivery schedule.”

(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate.

3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to OWNER specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then OWNER will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.

4. The conditional tenders will not be accepted.

68	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

Tender for Supply of _____

Tender No: PGVCL/
Due On: -

On Firm's Letter Head

CERTIFICATE - "A"

I/We _____ authorised signatory
of M/s. _____ hereby
Certify that M/s. _____ is not
related with other firms who have submitted tenders for the same items
under this inquiry / Tender.

a) Seal of the Firm

Signature of the Tenderer

b) Place:

With Designation.

c) Date:

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

CONTRACT AGREEMENT
(Non judicial stamp paper of Rs. 100/-)

This agreement is made at Rajkot, the _____ day of _____ in the Christian year Two Thousand Five between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to context include its successors or permitted assigns) of the one part and the Paschim Gujarat Vij Company Limited having their Corporate Office at Rajkot, (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

"WHEREAS" the aforesaid Corporation has accepted the tender of the aforesaid contractors for _____

_____ as per OWNER's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the Corporation, a list where of is made out in the schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression 'The Works' wherever herein used, upon the terms and subject to the conditions hereinafter mentioned. AND WHEREAS THE OWNER has accepted the tender of the contractor for the work of Supply, Erection, Cable laying, Testing and commissioning of equipments, materials on EPC basis at Various substation of Vijapur sub division for SFMS Pilot project of Gujarat State for the sum of Rs. _____ (Rupees _____) upon the terms and subject to the conditions herein mentioned.

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

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays

70	Signature of Tenderer:		
	Date:	Place:	
	Company's Round Seal:		

and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc. attached with Corporation's Order No. _____.

The contract value, extent of works / supply, completion / delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

SCHEDULE

List of documents forming part of the contract:

- 1) OWNER's Tender Specification No-. Tender No.
- 2) OWNER's Contract booklet – "Tender & Contract of Works".
- 3) Corporation's A/T No
- 4) A/T Acceptance letter no.
- 5) Memorandum & Article of Association.
- 6) Board Resolution authorizing person to sign on behalf of firm.

In witness where of the parties here to have set their hands and seals this day and month year first above written.

Signed, Sealed and Delivered by

_____ for and on behalf of M/s. _____

In the presence of, signature with names and

Address: _____

1) _____

2) _____

Signed, Sealed and Delivered by

_____ for and on behalf of Paschim Gujarat Vij Company Limited

Nana Mava Road, Laxminagar, Rajkot-360002

In the presence of, signature with names and

Address: _____

1) _____

2) _____

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

BANK GUARANTEE FOR E.M.D/.ON NON JUDICIAL STAMP PAPER OF Rs.100/-)

BANK GUARANTEE

WHEREAS Messer's _____ (Name and address of the firm) having their registered office at _____ (address of firm's registered office) (here in after called the "Tenderer") wish to participate in the Tender No. _____ for _____ (Supply / Erection / Supply and Erection / work) of _____ (Name of the material / equipment / work) _____ for Paschim Gujarat Vij Company Limited (hereinafter called the "Beneficiary") and

WHEREAS a Bank Guarantee for Rs. _____ (Amount of E.M.D.) valid till _____ (mention here date of validity of this guarantee which **will be 6 months** from the date of submission of Tenderer's offer), is required to be submitted towards Earnest Money Deposit 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 unequivocal and unconditionally to pay within 48 hours on demand in writing from the Paschim Gujarat Vij Company Limited or any officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.) (Rupees _____) to the said Paschim Gujarat Vij Company Limited 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 corporation 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 up to and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by 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 alterations made,

Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

given, conceded with or without our acknowledge or consent by or between the Tenderer and the Paschim Gujarat Vij Company Limited NOTWITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs._____ (amount of E.M.D.) (Rupees _____ (in words). Our guarantee shall remain in force till _____ (date of validity of the guarantee).

Place:

Signature of the Bank's authorized Signatory

Date:

with official seal.

IN STAMP PAPER OF RS.100/-

ON RECENT STAMP PAPER OF Rs.100/=

To,
Chief Engineer(Tech),
Paschim Gujarat Vij Company Limited.,
Nana Mava Road,Laxminagar
Rajkot – 360002

B/G No._____
Issuing date:
Expiry date:
Amount :

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Signature of Tenderer:

Date:

Place:

Company's Round Seal:

BANK GUARANTEE (For Execution of Contract & Performance Guarantee)

We, _____ (name of the Bank and address of the branch giving the Bank Guarantee), having our registered office at _____ (Regd. Office of Bank) hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the OWNER., or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ only (amount in words) Rs. _____ only to the said OWNER. on behalf of M/s _____ (name and address of the firm) , who have entered into a contract for the supply/works specified below :

A/T No. _____ dated _____

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given, conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

NOTWITHSTANDING any thing contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. _____ only. (Rs. _____ in words)
This Bank Guarantee shall be valid up to Dtd. _____ (date of expiry)

Place:

Date:

Round seal & Signature of Bank Officer

75	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. A/T no. and date to be written on every page, of Bank Guarantee & its Extension.
2. If B/G amount is more than Rs.50, 000/- , kindly take sign of two bank officer with their respective Employee code no.
3. Valid Confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.
4. Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
5. Round seal and signature of two Bank officers should be affixed on every B/G paper.

76	Signature of Tenderer:		Company's Round Seal:
	Date:	Place:	