



## PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004  
CIN U40102GJ2003SGC042908 Phone No: (0281) 2380425 Fax : (0281) 2380428 Website: [www.pgvcl.com](http://www.pgvcl.com)

Tender No. : PGVCL/Civil/Works/2019/2

### TENDER DOCUMENT (Percentage Rate Tender)

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Signature of Tenderer

Company's Round Seal

Date:

Place:



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Tender No. : PGVCL/Civil/Works/2019/2

### Tender Notice

The Chief Engineer (Project, Corporate office, Rajkot invites **On line Tenders** from registered contractors of Minimum '**E-1' class and Above** for the work of "**Construction of office building for Raiya road Subdivision office at Rajkot.**" Tender Papers & Specifications may be **downloaded** from Web site <https://pgvcl.nprocure.com> (For view, down load and on line submission) and PGVCL web site [www.pgvcl.com](http://www.pgvcl.com) (For view & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. All the relevant documents of tenders to be submitted physically will be received only by Registered Post A.D. or Speed Post addressed to **The Chief Engineer (Project), PASCHIM GUJARAT VIJ COMPANY LTD., Corporate Office, Nana Mava Road, Laxminagar, Rajkot-4.** "NO COURIER SERVICE OR HAND DELIVERY" will be allowed. The tender detail is as below:-

Sr. No.	Description	Detail
1	Tender No.	PGVCL/Civil/Works/2019/2
2	Name of work	Construction of office building for Raiya Road Subdivision office at Rajkot.
3	Estimated cost	Rs. 43,29,651=00
4	Time limit	6 months
5	Class of Registration required	<b>" E-1" Class &amp; Above</b>
6	Tender Fees (Non Refundable)	Rs. 1475=00 (Tender fee Rs. 1250 + GST @ 18% Rs. 225)
7	Earnest Money Deposit (EMD) Amount	Rs. 43,300=00
8	Online Preliminary, Technical & Price bid i.e. On line (e-tendering) tender/offer submission last date (This is mandatory)	Dt. <b>18.02.2019</b> up to 18.00 Hrs.
9	Relevant documents Physically submission date (By Registered Post A.D. or Speed Post only)	On or before date <b>20.02.2019</b> up to 18.00 Hrs.
10	Date of opening of Tender Fee & EMD Cover Documents Physical as well as online	Dt. <b>21.02.2019</b> at 11.00 Hrs. (if possible)
11	Date of opening of Technical Bid Physical as well as online	Dt. <b>22.02.2019</b> at 11.00 Hrs. (if possible)
12	Date of On line Opening of Price Bid	Dt. <b>25.02.2019</b> at 11.00 Hrs. (if possible)

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### IMPORTANT:

(a) All the relevant documents as mentioned in Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no further communication in the matter will be entertained.

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

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

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

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

Any technical questions , information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (Project), Paschim Gujarat Vij Company Ltd., Corporate office, Rajkot

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

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

Signature of Tenderer

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

- ☞ Tender Notice with Schedule "A"
- ☞ Commercial Terms & Conditions

To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe" website.

### NOTE:

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) code solutions-A division of GNFC Ltd.,

403, GNFC Infotower, S.G. Road, Bodakdev

Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: [nproucre@gnvfc.net](mailto:nproucre@gnvfc.net)

Other terms & conditions are as per tender documents

Signature of Tenderer

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### SCHEDULE-A

#### **NOTE: IMPORTANT**

1.	The PGVCL reserve the right to reduce / enhance the tender quantity of any item at the time of finalization of the tender and during execution of work as per as per site requirement. No rate escalation will be given in this regard.
2.	If the physical documents of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even successful submission of On Line Tender.
3.	All the bidders should be registered in " <b>Class E-1</b> " and Above with Govt. / semi Govt. as per tender conditions, otherwise their bids will not be considered eligible for technical scrutiny and as such, their tenders will not be considered.
4.	<b><u>VALIDITY OF TENDERS.</u></b> Validity of tender shall be for a period of 180 days from the schedule date of opening of technical bid and may be further extended to 30 days by PGVCL if require and all the tenderer shall be bound to execute the work with quoted rate in this tender.
5.	The tenders are to be submitted by the intending bidder In <b>Single Envelope</b> in which <b>Following Two Separate Sealed And Super Scribed Envelopes</b> as listed below are to be packed :
a.	<b>Sealed Cover no 1:</b> having DD of tender fee and EMD This Sealed Cover should be written as " <b>COVER OF TENDR FEE/ EMD</b> "
b.	<b>Sealed Cover no 2:</b> having Technical bid documents with detail written on cover as " <b>COVER OF TECHNICAL BID</b> " having documents such as narrated in checklist of documents (Without these documents, the tenderer will not be qualified for price bid )
6.	<b><u>COMPLETION PERIOD :</u></b> The completion period of this work shall be <b>6 months</b> from the date of commencement of work.
7.	<b><u>SOLVENCY CERTIFICATE</u></b> The tenderer shall have to produce the latest solvency certificate i.e., not older than 12 months which is issued from Nationalized bank or any other scheduled bank as per list of RBI for a sum of Minimum 20% of estimated cost of this work.
8.	<b><u>Security Deposit against work completion Period:</u></b> The lowest tenderer whose Tender is accepted shall have to pay 5% security deposit of the work order amount through Demand Draft or Bank Guarantee within 15 days from the receipt of the Letter of Acceptance. In case contractor fails to pay the security deposit within the specified time, LOA will be treated as cancel and his earnest money will be forfeited without issuing any notice.
9.	<b><u>DELAYED AND LATE TENDERS:</u></b> NO TENDER SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAYED DUE TO POSTAL SERVICE OR ANY OTHER REASONS AND PGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.

Signature of Tenderer

Company's Round Seal

Date:

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10.	In case PGVCL finds that there is an attempt of cartel in the prices, PGVCL reserves the right to consider or reject any or all the tenderers offer without assigning any reason thereof.
11.	<b><u>Agreement / Indemnity bond to be executed by Successful Bidder:</u></b> The successful bidder has to execute Agreement & indemnity bond in Prescribed format of PGVCL.
12.	<b>No price preference shall be given on any account. All tenders shall be evaluated on the basis of firm price End cost including GST &amp; Cess</b>

Chief Engineer (Project)  
PGVCL, Corporate office, Rajkot

Signature of Tenderer	Company's Round Seal	Date:	Place:
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### CHECK LIST (THIS IS MANDATORY)

#### **CHECK LIST & DOCUMENTS REQUIRED IN FOLLOWING ORDER TO BE SUBMITTED WITH TECHNICAL BID**

Sr. No.	Documents in following order to be attach	Bidder's comment	Page no. from/to
<b><u>Tender Documents with duly signed and sealed</u></b>			
1.	Tender Notice and Schedule-A duly signed and sealed	Yes / No	
2.	Commercial terms and condition with duly signed and sealed	Yes / No	
3.	In case of partnership firm <b>Notarized copy</b> of power of Attorney in favour of a person authorized to sign tender documents	Yes / No	
4.	All Amendments duly signed and sealed. (if any)	Yes / No	
<b><u>Self attested photocopy of Certificates</u></b>			
5.	Photocopy of PAN Card	Yes / No	
6.	Photocopy of GST certificate	Yes / No	
7.	Photocopy of Employee Provident fund certificate	Yes / No	
8.	Solvency certificate issued by scheduled / Nationalized bank of RBI	Yes / No	
9.	Photocopy of registration in appropriate class specified in tender or above Class registration	Yes / No	
10.	Photocopy of work experience certificates (Form 3-A) executed in Government / Semi Government / PSU departments of last three (3) years equivalent to 50% or more amount of tender value in single order of similar nature of work.	Yes / No	

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

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



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### DETAILS OF TENDER FEE / EMD

1.	Tender No.	<u>PGVCL/Civil/Works/2019/2</u>
2.	Tender Fees	Rs.1475=00 [Rupees one thousand four hundred seventy five only] Non Refundable.
3.	EMD Payable	Rs. 43,300=00

### DETAILS OF TENDER FEE / EMD PAID BY THE BIDDER:

1	MR No. _____ dated _____ or Demand Daft / Banker's Cheque No. _____ Dated _____ Drawn On _____ Bank Towards Tender Fee Rs. _____
2	Demand Daft / Banker's Cheque No. _____ Dated _____ Bank Guarantee No. _____ valid upto _____ issued by Ba _____ Amount Rs. _____ On _____ Bank towards requisite (EMD) Earnest Money Deposit.

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Tender No. : PGVCL/Civil/Works/2019/2

### SCOPE OF WORK

Major works covered in this work are “Construction of office building for Raiya Road Subdivision office at Rajkot” as per specifications and terms mentioned here under.

1. The site of proposed work is situated at “University Road at Rajkot”. The proposed site area is not leveled.
2. The scope of work is explained in Tender Specification. The work shall be carried out according to the enclosed General Conditions, Technical Specifications & such of the working drawings approved by the PGVCL.
3. Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job.
4. Before taking up construction activity; the agency has to cut / trim the trees if any which obstruct the working, of any diameter, bushes, vegetations, i.e. roots, plant, shrubs, grass etc including stacking and crediting to PGVCL as directed with no extra cost.

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

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Tender No. : PGVCL/Civil/Works/2019/2

### GENERAL COMMERCIAL TERMS AND CONDITIONS OF TENDER

1. The tenderer should thoroughly read all the following clauses before submitting their tender. The copy of the General terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.
2. AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT) THE TENDER IS INVITED ON E-TENDERING (ON – LINE) SYSTEM, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND IF ANY DEVIATION FOUND IN THE OFFER, THE TENDERS / OFFERS WILL BE OUTRIGHTLY REJECTED AND NO FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.

[A] All the relevant documents as per requirement of the Tender are also to be submitted physically along with the Tender in sealed cover containing separate sealed EMD cover so as to reach on OR before due date and time mentioned in tender notice. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no further communication in the matter will be entertained.

[B] If, any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Registration of appropriate class in Govt. / Semi Govt. departments, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no further communication in the matter will be entertained. However, it is sole discretion to the company for taking final decision.

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

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

### 3. TENDER FEE:

Tender fee plus GST (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft / Banker's Cheque; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Paschim Gujarat Vij Company Ltd.", Payable at Rajkot. (Tender fee will be accepted in cash upto Rs. 10,000/- only at PGVCL Corporate office, Rajkot cash counter during working days between 11.00 AM to 02.00 PM and on working Saturday between 11.00 AM to 12.30 PM)

The tender fee is Non-refundable under normal circumstances. However, if PGVCL decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation /

Signature of Tenderer	Company's Round Seal	Date:	Place:
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scrap of tender, in such case tender fee may be refunded without GST to bidder(s), at sole discretion of PGVCL.

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

#### 4. EARNEST MONEY DEPOSIT: (E.M.D.)

Tenderer has to pay EMD as mentioned in the tender notice.

The EMD is payable by Demand Draft / Banker's Cheque in favour of the Paschim Gujarat Vij Company Ltd. of any Scheduled / Nationalized Banks in Rajkot. It can also be furnished by way of an irrecoverable Bank Guarantee from any Scheduled/Nationalized Bank in a standard format prescribed by PGVCL (Format given in this tender document). Cheques are not acceptable. CORPORATE BANK GUARANTEES NOT ALLOWED.

The validity of the Bank Guarantee for EMD should be for a period of at least 7 (Seven) Months from the last date of submission of tender.

If the EMD amount is more than Rs. 1 lakh, it should be paid either by demand draft or Banker's cheque or pay order or Bank Guarantee. Otherwise it should be paid either in cash (upto Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque or pay order only. Payment of EMD by RTGS/NEFT/online shall be encouraged.

#### **No Interest will be allowed against payment of E.M.D.**

EMD will be forfeited if (i) The tender, which it covers, is withdrawn during the validity of the offer or (ii) the Tenderer fails to furnish / deposit the Security deposit towards Execution Period as per Condition of contract clause no. 2.0.

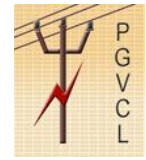
The EMD of unsuccessful tenderer beyond L3, if paid will be returned promptly on submission of application and original Money Receipt. The EMD will be returned to the successful tenderer and remaining unsuccessful tenderer after successful tenderer furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further work.

EMD will be returned to the successful Bidders, only on their submission of Security Deposit towards execution period against LOA released on them.

#### 5. TENDER ENVELOPES

Tender should be in two bids.

Signature of Tenderer	Company's Round Seal	Date:	Place:
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a) Techno – Commercial Bid and b) Price Bid (Online only).

Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly.

The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

Techno-commercial bid consists of Tender fee & EMD cover and Technical bid cover.

The tenders are to be submitted by the intending bidder by Two Bid system in which Two envelopes are to be enclosed in One Main Envelope having written on it Tender for work of **“Construction of office building for Raiya road S/dn at Rajkot.”**

The two envelopes to be enclosed are as below:-

### **A. Tender fee & EMD COVER**

Documents towards payment of Tender Fee & Earnest Money Deposit (EMD) may please be kept in the Tender fee & EMD cover only. First the Tender fee & EMD cover will be opened & if the documents towards payment of Tender Fee & EMD are found OK then only Technical Bid will be opened which may please be noted.

### **B. TECHNICAL BID COVER**

The technical bid Cover should contain the following documents:

- a. All tender documents with all amendments duly signed and stamp on each page along with all annexure duly filled with relevant documents.
- b. Documents listed in Schedule A (Checklist Sr. No. 1 to 10)

6. **Bids are invited under a Single Stage – Two bid procedure. Bidders are to submit simultaneously, technical bid both online & physical as per the given schedule, however PRICE BID WILL BE SUBMITTED ONLY BY ONLINE & if price bid will be submitted physically the same will not be opened & will not be considered.**

The technical proposal along with qualification information will be subjected to an evaluation process contained as a part of the tender document and bidders those who found fit to qualify will be eligible for opening of the price bid. PGVCL reserves its absolute and unchallengeable right to qualify or disqualify one or all bidders by following an objective and transparent system. The envelope containing the technical bid will be opened first of the bidders and evaluation of their technical proposals and to determine the responsiveness of the bids. Price bids of only those contractors who are declared as substantial responsive to the requirements of the bid documents will be opened only online for further evaluation. Qualification requirement specifying financial capacity, technical, minimum acceptable levels with regards to bidder's experience in relevant projects and other relevant factors, such as work in hand, etc. will be evaluated first, and those qualifying criteria will be considered for further price evaluation. Technical proposal, which are not substantially responsive will be rejected.

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Tenders will be opened on the day & time indicated in the tender notice in the presence of such bidders who wish to remain present.

7. The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & General terms & conditions of the contract.
8. The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the PGVCL due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.
9. The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion & as decided by the PGVCL but no Compensation or idle charges will be paid to the contractor under any circumstances.
10. The tenderers shall be presumed to have carefully examined the drawings, conditions & specifications of the work & to have acquainted themselves with all the details of the existing site conditions, locations, materials, geological & weather conditions/characteristics, labour conditions & in general necessary information & data etc. pertaining to & need of the work.
11. On acceptance of the tender the name(s) of the accredited representative(s) of the tenderers who would be responsible for taking instructions from the Engineers of the PGVCL shall be communicated to the Superintending Engineer, city circle Paschim Gujarat Vij Co. Limited, Rajkot.
12. **CONDITION OF TAXES**
  - a. The prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act,

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which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

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

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

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

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

### **INPUT TAX CREDIT BENEFIT**

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

**STATUTORY DEDUCTION:-** Statutory deduction will be made as per applicable rules & rates for TDS, GST TDS, welfare cess, or any other taxes applicable time to time etc. All other statutory liabilities towards this contract will be on your part.

GST will be applicable on all kinds of penalties deducted under this contract.

b. Worker's welfare cess @ 1.00% of total contract value will be deducted from each RA bill & Final bill as per norms.

Signature of Tenderer

Company's Round Seal

Date:

Place:





## PASCHIM GUJARAT VIJ COMPANY LIMITED

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CIN U40102GJ2003SGC042908 Phone No: (0281) 2380425 Fax : (0281) 2380428 Website: [www.pgvcl.com](http://www.pgvcl.com)

c. **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 PGVCL 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 PGVCL.

Statutory variation clause will not be applicable in case of supplier / contractor has opted for composition scheme under GST.

13. This specification is intended as a general description of quality envisaged form materials & Workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the PGVCL. Special techniques approved by the PGVCL shall be used if & where found necessary without any extra claim. This specification shall have precedence if anything contrary to this is stated elsewhere in the contract documents, the PGVCL's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.
14. The price bid submitted online by bidders should be without any deviation in commercial as well as in the technical specification of the work.
15. The successful contractor will have to sign an agreement and Indemnity bond within 15 days of receipt of letter of acceptance as per the Paschim Gujarat Vij Co Ltd.'s rules on Rs. 100/- stamped paper & the necessary stamp duty charges shall be borne by the contractor.
16. **SECURITY DEPOSIT:** The contractor shall, within 15 days of the issue of Letter Of Acceptance, pay 5% of contract value as Security Deposit;. The Bank Guarantee from schedule bank/Nationalized bank in lieu of cash towards Security Deposit will be accepted providing amount of Security Deposit payable exceeds Rs. 10,000/-. All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the PGVCL under the terms of the contract may be deducted from the cash in the proceeds of sale of the Securities/Bank Guarantee to deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to sell / to encase for that purpose) or from the interest of any such securities of from any sums due or which may become due to the contractor by the PGVCL or from the whole or the balance unpaid as aforesaid of the encase securities so deposited being repaid or transferred and returned as may be to contractor after the date on which the final bill is paid or after the expiry of the date up to which the contractor has to maintain the work in good order whichever is later. No interest will be allowed against payment of security deposit.
17. **COMPENSATION FOR THE DELAY:** The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work shall throughout the stipulated period of contract the proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation, an amount equal to half

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percent per week or part thereof plus GST for the delayed portion of work. However, the total amount of compensation to be paid by the contractor, under the provision of the clauses shall not exceed 10 percent plus GST of the amount of total Contract value as decided by the competent authority of the PGVCL. The penalty will be invariably retained from the bills of the contractor and no refund will be given unless the competent authorities approves the reduction the reasons for delay attributable to PGVCL as well as to party will be brought out clearly while putting the proposal for waiver reduction in penalty.

### **"D.G.S & D. FORCE MAJEURE CLAUSE"**

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

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

**18. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:** In any case in which under any clause or clauses of this contract the contractor shall have tendered himself to pay compensation amounting to the whole of his security deposit or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, the Superintending Engineer, city circle, Rajkot on behalf of the PGVCL, shall have powers to adopt, (A) below and any of the following courses under (B) and (C) as he may deem best suited to the interest of the PGVCL.

**A.** To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Chief Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and absolutely at the disposal of the PGVCL.

**B.** To employ labour paid by the PGVCL, to supply materials to carry out of the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Superintending Engineer, city circle Rajkot shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract and in that case the certificate of

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the Superintending Engineer, City circle, Rajkot as to the value of the work done shall be final and conclusive against the contractor.

C. To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted, out of his hands and to give it to another contractor to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original contractors and shall be deducted from any money due to him by the PGVCL under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Superintending Engineer, city circle, Rajkot the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under this contract unless and until the Superintending Engineer, City circle, Rajkot shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

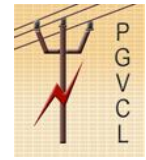
19. **NOTICE FOR UNSATISFACTORY PROGRESS:** If the progress or a particular portion of the work is unsatisfactory, the Superintending Engineer, city circle, Rajkot whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 18(C) after giving the contractor 10 day notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.
20. **ACTION IN THE CASE OF DEFAULT BY CONTRACTOR:** If any case in which any of the powers conferred upon the Superintending Engineer, city circle Rajkot by Clauses 18 and 19 hereof, shall have exercised and the same shall not have been exercised, the non-exercised thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Superintending Engineer, city circle Rajkot taking action under sub clause (a) or (c) of Clause 18 he may, if he so desires, take possession of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the S.E.
21. The Superintending Engineer, city circle Rajkot whose certificate thereof shall be final. In the alternative, the Superintending Engineer, city circle, Rajkot may by notice in writing to the

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contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Superintending Engineer city circle, Rajkot as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

- 22. COMPLETION CERTIFICATE:** On completion of the work the Contractor shall be furnished with Completion Certificate by the Superintending Engineer, city circle Rajkot of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinate until they have received the approval of the Superintending Engineer, city circle Rajkot the said measurement being binding and conclusive against the contractor.
- 23. EFFECT OF THE CERTIFICATE:** No payment shall be made for any work estimated to cost less than Rs.1,000/- till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than Rs.1,000/- Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or rejected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The contractor shall submit the final bill within one month of the date fixed for completion of work. Otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.
- 24. PAYMENT TO CONTRACTORS:** The rates for several items of works estimated to cost more than Rs.1,000/- agreed to within shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.
- 25. BILLS- PAYMENT:** R.A. Shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge, for all works, executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted. The Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his

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duly authorized agent, whose counter signature in the measurement shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Payment will be made after thorough scrutiny of bill as per rules and prevailing practice of PGVCL. The payment will be made as per availability of fund. For any type delay no interest will be paid in any case.

The contractor shall submit his R/A bill every month, which shall be processed in reasonable time after checking and recording the MB. The contractor shall be responsible to submit R/A bills well in time and shall depute his representative for joint checking of the measurements; so that the bills can be processed in time. The contractor shall take due care in this regard, failing to which consequences will be up to him. No any interest or any charges will be paid for any delay in payments of R.A. Bills/Final bill.

26. **METHOD OF PAYMENT:** Payment to contractors shall be made by A/c payee Cheque only. Generally, payment may take 30 to 60 days after passing of bills depending on availability of fund.
27. The bidder shall carefully study the work to be carried at different elevations & shall take into account & consider all factors, method of demolition as well as construction, sequence of all activities, site situation location all conditions etc. & shall consider for all such information/data/Conditions in the rates quoted. The PGVCL will not pay any extra rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.
28. The rates quoted shall include cost towards all materials, & machinery including equipment, fixtures, labour, constructional equipment, scaffolding, staging, ramps, walkways, approach and haul road, temporary works, etc. bearing permanent or temporary nature necessary for the commencement and completion of the work in all respects, except for those items specifically mentioned to be issued by the PGVCL. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.
29. Quoted rates shall be firm for variations up to any extent for individual items AND overall in respect of the total contract value.
30. During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Programmed, approved by the PGVCL & planned by the Contractor, due to the reasons attributable to the Contractor suitable action shall be taken as per PGVCL rules. And PGVCL may also take such action as it may deem fit to ensure that the work is completed in time at risk and cost of the contractor.
31. The contract or any part thereof shall not be subject to change / Sublet without the written permission of the PGVCL.
32. Tender shall remain open for acceptance for a period of 180 days from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such

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withdrawals, during the said period will entail forfeiture of the earnest money deposited with the tender, and PGVCL will take further action for "not dealing" with party etc.

33. Further information required, if any, can be had from the office of the Superintending Engineer (Civil), Paschim Gujarat Vij Co Ltd, Corporate Office, Rajkot, during working hours. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.
34. The electric power, at site, will be made available at one mutually agreed point, free of cost (connection only) by PGVCL; however A1 form will have to be produced by contractor. Further distribution will have to be carried out by the contractor as per requirements at their own cost. The necessary consumption charges will be recovered as per the tariff rate of PGVCL from time to time as per PGVCL's rules.
35. PGVCL cannot provide quarter facility for residence to contractor. If however there are any surplus quarters available after meeting the requirements of PGVCL's staff, then PGVCL will consider allotting of quarters on rent as per the PGVCL's rules.
36. **Water Supply Connection:** The contractor has to make his own arrangement of water for construction activity at his own cost i.e. bore well or other sources and PGVCL will not recover the water charges.  
However, if possible, PGVCL may allow to use the water from their existing sources as per the contractor's request. For which recovery for water charges will be affected at **2 (two)** percent of the cost of items as executed in which the water supplied by PGVCL, is used, as certified by the EIC however if any change in charge of water by PGVCL then same will be applicable.
37. Work carried under this contract shall be completed in all respects within time limit from the date of issue of letter of order to commence the work. However, interim mile stones of the work will have to be completed as per the priority, sequence, schedule given by PGVCL time to time.
38. Bidders must quote firm price only, till completion of work under contract, & this is to be confirmed by bidder while submitting his offer.
39. No escalation towards labour, material, fuel and any type shall be paid in this execution of contract within or after specified time limit. Price quoted shall be firm till completion of work in total.
40. Each tenderers shall also submit a Declaration to the effect that tenderers is an engineering construction firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.
41. In the case of non-Indian firms the declaration should also include an undertaking to the firm registered, within three months of the date of notice of the acceptance of the tender.
42. Failure to so, as required in above clauses, in registering the firm after due notice, the tender acceptance is liable to result in the annulment of the tender with forfeiture of the earnest money

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- deposit & other penalties that may be available under the conditions specified in tender & contract documents.
43. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the tenderers with his usual signature with seal of the company.
  44. An attested and registered copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses & sureties shall be persons of status & probity & their names, occupation & address shall be stated below their signatures. All signatures shall be dated.
  45. Tenders by Company/ corporation shall be signed with the legal name of the Company/ corporation followed by the name of the state of in Company/ corporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the Company/ corporation.
  46. PGVCL reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.
  47. The contractor shall carry out whole work without affecting the plant activities and power S/s The contractor shall carry out the whole work in such a way that plant operation, maintenance, vehicular movements and other construction activities / works may not affect.
  48. The Contractor shall prepare all required roads, including haul roads ramps, turning points diversion of drains, trenches, nalas conducts, pipes, cables etc. to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by PGVCL at no extra cost.
  49. No idle charges shall be entertained by Paschim Gujarat Vij Co Ltd for any site conditions or any circumstances.
  50. The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the Existing Structures, assets of Paschim Gujarat Vij Co Ltd, the Contractor shall be held responsible, and he will have to rectify/restore/replace the damage immediately up to the satisfaction of Engineer in Charge, at his own cost.
  51. **The Bidders shall note:**
    - a. Rates quoted shall cater for the cost of all materials & labour including all leads & lifts, tools, plants, consumables such as but not limited to fuels, lubricants, etc. cost due to mobilizing / demobilizing, temporary / permanent constructions.
    - b. Rates quoted shall include for the details of constructions, which are obviously & fairly intended & which may not have been specifically referred to in these documents but are essential for the satisfactory completion of the work.
    - c. No price escalation on any account, will be payable.
    - d. Once the offer submitted will not be returned back for any reason thereof in any case.

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52. Tenders who do not fulfill all the above conditions & those specified in the documents attached with this contract document or incomplete in any respect are liable to rejection.
53. The contractor shall have a separate Provident Fund Code of RPFC in the name of firm. The contractor, who does not possess such separate P.F. code, shall not be considered for acceptance of tender. The contractor has to submit such self attested copy of allotment of P.F. code No. along with tender.
54. The submission of any bid connected with these documents and specification shall constitute on agreement that bidder shall have no cause of action or claim against the owner for rejection of his bid. The PGVCL shall always be at liberty to reject or accept, split any bid or bids at his sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the owner.
55. **Site visit:** The bidder is advised to visit the site and examine the site conditions and the area. Where in the work is proposed to be carried out and to get his acquainted himself on his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cash and liabilities arising out of the site visit shall be at bidder account.
56. **CONTRACTOR'S LIABILITIES:** The Contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied from the PGVCL stored in accordance with the contract) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execution of the work., in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work, the contractor shall also supply without charge, the requisite number of persons for setting out works, and counting, weighting and assisting in the measurement of, examinations at the time and from time to time of the work or materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof the contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid in compromising any claim by any such person.
57. **CONTRACTOR LIABLE FOR ALL DAMAGES:** Compensation for all damage done intentionally or unintentionally by contractor's laborer, whether in or beyond the limit of PGVCL's property, shall be estimated by the Superintending Engineer city circle, Rajkot, or such other office, as he may appoint and the estimate of the Superintending Engineer, city circle, Rajkot, subject to the decision of the Superintending Engineer, city circle, Rajkot, on appeal, shall be final and the

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contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from PGVCL to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damage and costs that may be awarded by the court if in consequence.

- 58. RESCISSION OF CONTRACT AND FORFEITURE OF DEPOSIT:** The contractor shall not assign or sublet, without the written approval of the Engineer-in-charge and if the contractor assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants, or agents, or any person to the employee of PGVCL in any way relating to his office or employment or if any such officers or persons shall become in any way directly or indirectly interested in the contract, the Superintending Engineer, city circle, Rajkot may, by 10 day notice in writing, rescind the contract. In the event of a contract being rescinded the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of PGVCL and the same consequences shall ensure as it the contract has been rescinded under clause 4 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.
- 59. COMPENSATION:** All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of PGVCL, without reference to the actual loss or damage sustained and whether any damage has not been sustained.
- 60. RATES FOR WORKS NOT ENTERED IN ESTIMATE OR SCHEDULE OF RATE OF THE DISTRICT:**
- A.** If the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the PWD or at the rate mutually agreed upon between the Superintending Engineer, Circle Office, Rajkot and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates agreed upon then the contractor within seven days of date of receipt by him of the order to carry out the work inform the Superintending Engineer city circle, Rajkot for the rate which in his intension to charge for such class of work and
- B.** If the Superintending Engineer, city circle, Rajkot does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that.

Signature of Tenderer

Company's Round Seal

Date:

Place:



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C. If the rates shall have been determined as lastly here in before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Superintending Engineer city circle, Rajkot. In the event of dispute, the decision of the Superintending Engineer of the city Circle will be final.

**61. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:** If at any time, before the security deposit is refunded to the contractor, it shall appear to the Superintending Engineer, city circle Rajkot or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a inferior quality to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or any part, as the case may require or if so required shall remove the materials or articles so specified and provided other suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day, not exceeding ten days during which the failure so continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, As the case may be, at the risk and expense in all respects of contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted, or made use of, it shall be within his discretion to accept the same as such reduced rates as he may fix thereof.

Provided that in the case of any work of which visible check is not possible, if the Engineer-in-charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test, part of such work is found to be defective in any respect or to have been executed with materials of inferior quality, then the contractor shall be paid for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such samples tests.

Cost of the sample test shall mean cost incurred for the purpose of taking Samples & test and for restoring tested work to its original condition.

### 62. RECOVERIES:

a. In case of any damage to equipment/machinery or structure/building of PGVCL or any public property due to negligence's of contractor or any other reasons attributed to contractor

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the decision of E.I.C. regarding the amount of recovery shall be final and shall be paid by contractor.

b. If the contractor fails to execute the work as per direction of E.I.C. within the time frame given by PGVCL time to time, shall get the work done partially or fully through any other contractor at the risk and cost of the contractor and the cost of execution of such work along with 15% overhead charges shall be deducted from contractor monthly bill over and above recovery as per rules.

**63. LUMP SUM IN ESTIMATE:** When the estimate on which tender is made, includes lump sums in respect of parts of the works the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract or such items or if the part of work in question is not in the opinion of the Engineer-in-charge capable to measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**64. ACTION WHERE NO SPECIFICATIONS:** In the case of any class of work for which there is no specifications is mentioned, such work shall be carried out in accordance with the instructions and requirements of the Engineer-in-charge / consultant of the PGVCL etc.

**65.** The notice inviting tender, general instruction to bidders and all other documents of this tender shall form part of the contract.

**66. ACCEPTANCE OR REJECTION OF BID**

a. The PGVCL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the stipulated technical specifications, commercial conditions or the method of bidding in a radical manner are liable to be rejected.

b. The bid is liable for rejection prima facie:

- ❖ If not registered under appropriate class by appropriate Govt. /Semi Govt. agencies
- ❖ If it is without payment of EMD / Tender Fee.
- ❖ Not in prescribed form.
- ❖ Not bearing signature of the bidder & seal of the company on all the documents accompanying the tender.
- ❖ Not confirming to specifications or conditional tender.
- ❖ Received after expiry of the due date & time.
- ❖ Received by telex or telegram or fax.
- ❖ Submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by PGVCL and its group companies, Govt. of Gujarat or its Public Sector under taking.
- ❖ Tender not fulfilling all the above conditions and those specified in the documents attached or incomplete in any respect are liable to rejection.

Signature of Tenderer	Company's Round Seal	Date:	Place:
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❖ Further, it is specifically instructed that conditional tenders shall summarily be rejected.

### 67.0 ARBITRATION:-

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

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

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

#### The reference to arbitration proceedings under this clause shall not:

- A. Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- B. Preclude the Engineer-in-charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
- C. Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.
- D. Preclude the PGVCL from getting the work done by another agency. Neither party is entitled to bring a claim to arbitration latest by the thirty days after the expiration of the defects liability period.
- E. The provisions of the Arbitration & conciliation Act, 1996, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992 and rules made there under shall apply to the arbitration proceeding under this clause.
- F. The Contractor shall be responsible for the loss destruction or deterioration of the materials, stores or articles supplied to him by the PGVCL, even if such loss destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the material, stores or articles so supplied were his property. The contractor shall be responsible for returning the residual materials after completion of the contract and if fails to return, the balance material supplied to him by the PGVCL, the cost of the residual materials will be recovered from the contractor at the market rate or stock issue rate whichever be higher at the time of materials account plus 15%.

Signature of Tenderer

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### 68 JURISDICTION:

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

- GST at applicable rate will be applied on all kind of penalty/compensation recover under this contract.

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



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Tender No. : PGVCL/Civil/Works/2019/2

### GENERAL CONDITIONS OF CONTRACT

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

#### **68.0 DEFINITIONS:**

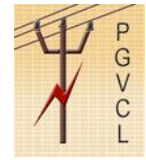
- A. The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these conditions, schedules and / or additional conditions attached to the form of tender or individual work, order, rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form the contract.
- B. 'Owner' shall mean the "Paschim Gujarat Vij Company Ltd. Rajkot" (PGVCL) and shall include its legal representatives, successors and assigns.
- C. The "Contractor" means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- D. The "Tender Document" means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose preparing tender.
- E. The expression "works" or "work" when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- F. "PGVCL OR co." means the PASCHIM GUJARAT VIJ CO. LTD.s and the "Accepting Officer" means the officer who is authorized to sign and signs the contract on behalf of the "PGVCL."
- G. The letter "EE" means Executive Engineer who in the case of measurement and lump sum contract, direct the contractor and the letters "SE" means Superintending Engineer" and "C.E." means CHIEF ENGINEER who administers and in the case of the term contracts directs the contract.
- H. The "Engineer-in-charge" means all officers of the PGVCL appointed by the SUPERINTENDING ENGINEER, city circle office, Rajkot to supervise the works or part of the works.
- I. "Approved" and "Directed" means the approval or direction of the SUPERINTENDING ENGINEER to Superintending Engineer, city circle Rajkot or the person deputed by him for the particular purpose.
- J. "B.S." means the "British Standard" as issued by the British Standards institution. "A.S." means the American Standards as issued by the American Standard Institutions and "I.S." means the

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“Indian Standards” as issued by the Indian Standards Institutions. Wherever the above-mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders.

In the case of measurement and terms of contracts “Specifications” means those contained in PASCHIM GUJARAT VIJ CO. LTD. schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.

- A. The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- B. “The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.
- 1.0** All works proposed to be executed by the contract shall be noticed in one of the English and one of the vernacular local daily newspapers, stating the work to be carried off as well as the date of submitting and opening tenders and time allotted in carrying out the work. Also the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderers.
- 2.0** Copies of specifications, design, drawings, estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Engineer-in-Charge for the purpose of identifications shall be open for inspections by the contractors at the office of the Superintending Engineer, city circle, Rajkot during office hours.
- 3.0** Whether the works are proposed to be executed according to the specifications recommended by the contractor and approved by a competent authority on behalf of the PASCHIM GUJARAT VIJ CO. LIMITED, such specifications with designs and drawings shall form part of the accepted tender.
- 4.0** The tenderers and receipts for payments made on account of any work, when executed by a firm should be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm including the partners or some other Person having authority to do so.
- 5.0** Tenderers which propose any alternation in the work specified in the form in invitation to tender or in the time allowed for carrying out the works or which contain any other conditions of any sort, will be liable to rejection.
- 6.0** The Engineer-in-charge or his duly authorized assistant will **open tenders on line**
- 7.0** No receipt for any payment alleged to have been made by contractor in regard to any matter relating to tender of the contract shall be valid & binding on the PGVCL unless it is signed by the Engineer-in-charge.
- 8.0** All works shall be measured, meet by standard measure and according to rules, custom and usual in the use in the PASCHIM GUJARAT VIJ CO. LIMITED, and no proposal to adopt alternative

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method will be accepted, the Engineer-in charge Decision as to what is “the usual method in use in the PASCHIM GUJARAT VIJ CO. LIMITED” shall be final.

- 9.0** Tenderers shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.
- 10.0** Submission of tender by a contractor that he has read the instructions and condition of contract herein contained and has made him aware of the scopes and specifications of the work to be done.
- 11.0** In case of any deviation in any terms and conditions between Instruction to the bidders and Tender and contract for works, the terms and conditions mentioned in Instruction to the bidders will prevail.
- 12.0** These rules and directions shall form part of the contract.
- 13.0** **CONTRACTOR TO INFORM HIMSELF FULLY:** The contractor shall be deemed to have carefully examined the work & site conditions, the general conditions, the special conditions, specifications, schedules, drawings shall be deemed to have visited the site of the works & to have fully informed himself regarding the local conditions. If there shall have any doubts as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof & submit them to the Engineer in writing in order that such doubt may be removed.
- 14.0** **ERRORS, OMISSIONS & DISCREPANCIES:** In all cases of errors, omissions, doubts or discrepancies in the dimensions, or discrepancies in the drawings & items of work on specifications, reference shall be made to the Superintending Engineer, city circle, Rajkot whose elucidation & elaboration shall be considered as authoritative. The contractor shall be held responsible for any error that may occur in the work through lack of such reference.
- 15.0** **GENERAL:**
- 15.1** Temporary structures may be erected by the contractor for storage sheds, offices, and residential etc. for non-commercial use on land, handed over to him at his own expense & with the permission of the PGVCL. In any circumstances for constructing temporary structures contractor’s use, PGVCL free supply of materials shall not be made. The contractor shall preserve all existing vegetation such as trees on or adjacent, to the works site which, do not interfere with the construction as determined by the PGVCL.
- 15.2** The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation & trees not to be felled & to structures or to workmen, & shall be responsible for any damage if it occurs in such operations.
- 15.3** All produce from cutting of trees grass etc. shall be the property of PGVCL & shall be stacked at the directed places. No claim shall be made for such tree felling / cutting & stacking of trees/produce or grass etc. by the contractor.

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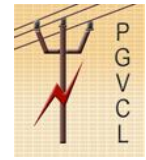
- 15.4** The land shall as herein before mentioned be handed over to PGVCL / Owner of Land immediately after the completion of the work under this contract. Also no land shall be held by the contractor longer than the PGVCL shall deem fit & necessary & the contractor shall, on due notice by the PGVCL, vacate & return the land which the Engineer In Charge may certify as no longer required by the contractor for purposes of the work.
- 16.0 START OF WORK:** The contractor shall not enter upon or commence any portion of the work except with the written permission of the authority of the PGVCL, failing which the contractor shall have no claim to ask for measurement of or payment for work & shall be responsible for any claims or damages that may arise due to such unauthorized commencement or entry. No compensation shall be allowed for any delay caused in starting the work on account of any delay in clearance of the work site.
- 17.0 WORK TO EXECUTE TO THE SATISFACTION OF THE PGVCL'S ENGINEERS:** The contractor shall proceed with the work with diligence & expedition & the whole of the work herein specified as well as the mode of execution shall be under the supervision & the direction & shall be carried on to the entire satisfaction of the PGVCL's site Engineers, who shall have full powers to order the contractor to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of materials & workmanship of different descriptions & qualities from this herein specified. In the case of any class of work for which there are no Technical Specifications, these shall be carried out in accordance with the latest IS Codes & in the event of being no relevant IS Code, the works shall be carried out in accordance with the directions & instructions of the PGVCL's Engineers at site.
- 18.0 WORKMANSHIP ETC.:** The work shall be executed in thoroughly substantial manner with workmanship of best quality & strictly in accordance with the specifications & with the drawings, or with such other drawings or written instructions as may from time to time be furnished to the contractor, in accordance with terms of this contract & shall be completed in every respect with workmanship implied & necessary according to the fair interpretation & meaning of the same & should there be any discrepancy between the drawings & specifications or any difference or dispute as to the dimensions to be worked out or the mode of doing periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the PGVCL's authorized Engineers shall be final & binding on all parties.
- 19.0 SAMPLES OF DESCRIPTIVE DATA:** Samples of descriptive data requiring approval shall be submitted by the Contractor to the PGVCL's Engineers in good time before the use of such material to permit its inspection & testing & there-by the approval. The samples shall be properly marked to show the name of material, manufacture place or origin & the place where it is intended to be used etc. Failure of any samples to pass specified tests requirements. It shall be sufficient cause for the refusal to consider any further samples from that source.

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- 20.0 BASELINES & GRADES:** The PGVCL near to the site of work shall furnish one permanent Bench Mark. Semi-permanent baselines & cross lines shall be established at sufficiently spaced intervals with benchmarks by the Contractor at their own cost & risk. The contractor shall provide at his expense, all the required pillars, equipments, materials, & labour for the establishment of the grade lines & bench marks, for that the Contractor shall be responsible for their further maintenance during the execution of the actual work till the complete period of construction. The contractor shall be responsible for the proper execution of work to such lines & levels & grades as may be specified in the drawings, established, or indicated by the PGVCL's Engineers. All the survey work, if required, shall be checked by the PGVCL's engineers. However this shall not absolve the contractor for the correctness of survey/ temporary or permanent Benchmarks.
- 21.0 CONTACTOR NOT TO DISPOSE OFF SOIL ETC.:** The contractor shall not sell or otherwise dispose off or remove except for the purpose of this contract the sand, ballast, earth, rock or other substances or materials that may be obtained from any execution made for the purpose of this contract or produce upon the site at the time of delivery of the possession of the land but also such substances materials & produce shall be the property of the PGVCL & shall be disposed off in the manner & place as directed by the PGVCL's Engineers.
- 22.0 GOLD, SILVER, MINERALS, OIL RELICS, ETC. FOUND ON THE SITE:** All gold silver, oil relics, or other minerals, of any description & all precious stones, coins, treasures relic, antiquities, & other similar things that shall be found in or upon the site shall be the property of the PGVCL. The contractor shall return the gathered things as above to the authorized representative of the PGVCL.
- 23.0 FENCING, LIGHTING & VENTILATION:** The contractor shall be responsible for the proper lighting, fencing, guarding & taking of all the necessary safety measures for all works comprised in the contract & or the proper provision of temporary roadways, footways, guards fences, caution notices etc. as far as the same may be rendered necessary by reasons for the work for the accommodation & protection of workmen foot passenger or other traffic & of the PGVCL & occupiers of adjacent villages, property of the public & shall remain responsible for any accidents that may occur on account of his failure & timely precautions.
- All the works & approaches shall be adequately illuminated with electric lights to the satisfaction of the PGVCL's Engineers. The power & lighting connections, wiring equipment shall be subject to the inspection & passing by Electrical Inspector to GOG authorized under the Indian Electricity Act. Any additions alterations or omissions shall be got approved from the PGVCL's Engineers got certified from the Electrical Inspector. Work spots such as faces of excavation of borrow pits; filling area etc. shall be adequately illuminated with floodlights to the satisfaction of the PGVCL's Engineers.
- 24.0 EXPLOSIVE PROCUREMENT & STORAGE:** Explosives, petrol, oils, fuels, & other inflammable materials shall be stored strictly in accordance with the rules of the Explosive Department.

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The contractor shall at his own expense construct & maintain proper magazines which are required for the storage of explosive & arrange for storage facilities for oils, petrol, fuels etc. for use in connection with the work.

The contractor shall at his own cost obtain the necessary license for the storage & use of explosives, oils, petrol, diesel etc. The PGVCL shall not take any responsibility whatsoever in connection with the storage or use of explosives on the site, any accident occurs in the connection at site or nearby village or vicinity. All operations of the contractor in which or for which explosives are employed shall be at the risk of the contractor & upon his own responsibility.

**25.0 LIABILITY FOR ACCIDENTS TO PERSONS :** The contractor or subcontractor shall indemnify the PGVCL against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor or subcontractor & sustained by any workmen or other person on the employment of the contractor or subcontractor. In every case in which by virtue of the provisions of subsection (1) of section 12 of the workman's Compensation Act, 1923, the PGVCL is obliged to pay compensation to a workman employed by the contractor or subcontractor in execution of the work, the PGVCL will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the PGVCL under subsection 12 of the said Act, such amount will be paid back to the PGVCL in 30 days, failing which the PGVCL will be at liberty to recover such amount of any part thereof by deducting it from the dues by the PGVCL to the contractor under this contract or otherwise. The PGVCL shall not be bound to contract any claim made against either of them under section 12, subsection (1) of the said Act, except on written request from the contractor & upon his giving to the PGVCL full security for all costs for which the PGVCL might become liable in consequence for entertaining such claims.

The contractor shall indemnify the PGVCL against all claims based upon injury or death to any person in the employment of the contractor or sub contractor, or to the third parties under paragraph (a) 2 or condition no.47 to the extent of any sums recovered under the insurance policy.

On occurrence of the accident which result on the death of workman employed by the contractor or subcontractor, which is so serious as to be likely to result in the death of any workman, the contractor shall within 24 hours of happening of such event intimate in writing to the Engineers of the PGVCL the fact of such accidents. The contractor or subcontractor shall indemnify the PGVCL against all loss or damage sustained, by the PGVCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by PGVCL as a consequence of PGVCL's failure, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

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### 26.0 LIABILITY FOR DAMAGE TO WOKS & MATERIALS:

- 26.1** Any damage to PGVCL property has to be completed & substantial manner by & at the sole cost of the contractor & to the reasonable satisfaction of the PGVCL's Engineers. If the contractor fails to make good such losses, damages within the specified time given by the PGVCL, the PGVCL shall be at liberty to recover the amount towards such expenses fixed by the PGVCL's Engineers & shall be recovered from the amount due under this contract to the contractor.
- 26.2** Further the contractor shall, at all times, protect & preserve all materials, machinery, equipments, and, allied structures, road and ramps etc., materials acquired by himself or PGVCL for the execution of the work. All reasonable requests of the PGVCL's Engineers to enclose or especially protect any of the above shall be expeditiously complied with at no extra cost.
- 26.3** If the Engineer considers that the work, asked for in the aforesaid Para, is not sufficiently & satisfactorily protected by the contractor, on requests made for, the PGVCL shall be entitled to arrange for such protection at his unfettered discretion & recover the cost thereof from the contractor.
- 26.4** Until the work shall be or deemed to be taken, over as aforesaid, the contractor shall also be liable for & shall be deemed to have indemnified the PGVCL in respect of all damage or injury to any person or any property of the PGVCL or of others in villages nearby, occasioned by the negligence of the contractor or his workmen, or his subcontractor, or by defective /ill methods of working.

**27.0 MATERIALS, TOOLS, MACHINERY BROUGHT ON THE SITE OF WORK:** All materials, tools & tackles, machinery etc. of the contractor brought to & delivered upon the site for the work shall be the time of their being so brought shall be deemed to be the property of the PGVCL in it's possession to be used for the purpose of the work & for that purpose only & shall not on any account be removed or taken away by the contractor or any other person without the permission of the PGVCL's Engineers in charge, but the contractor shall be fully responsible for & loss, destruction thereof or damage thereto. The PGVCL may have a lien on such materials, tools, tackles, machinery for any sum or sums which may at any time prior to the completion of the works be or owing to the PGVCL by the contractor, under in respect of & dispose of any such materials, tools, Tackles, machinery in such a manner as the PGVCL may think fit & to apply the proceeds in or towards the satisfaction of such sum or sums due or owing as aforesaid but subject to such lien & power of sale & disposal such surplus materials, tools, tackles, machinery shall belong to the contractor & may be removed & disposed off by him as he may think fit.

**28.0 ACCESS TO SITE & WORK ON SITE:** The Engineer or his authorized representative may if he considers fit from time to time enter upon any lands which may be in the possession of the contractor under this contract, for the purpose of executing any work not included in this contract & may execute by other contractors at his opinion & the contractor shall in accordance

Signature of Tenderer

Company's Round Seal

Date:

Place:



## PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004  
CIN U40102GJ2003SGC042908 Phone No: (0281) 2380425 Fax : (0281) 2380428 Website: [www.pgvcl.com](http://www.pgvcl.com)

with the requirements of the Engineer, afford all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any other contractor employed by the PGVCL & his workmen or for the execution on or near site of the works not included in the contract. The contractor shall not be entitled for any extra claims on such executions.

- 29.0 INSPECTION OF WORKS:** The PGVCL's Engineers or their authorized representatives shall have at all times power to inspect the works, wherever in progress, either on site, on the contractor's premises in connection with this contract. Further, the contractor shall not allow any person other than PGVCL's Engineers or their authorized representatives to the work sites. The contractor shall, during working hours, maintain supervisors of sufficient training & experience to supervise the work as a whole. All orders & directions given to such supervisors or other staff shall be deemed to have been given to the contractor. Further the PGVCL may by due notice, desire a high ranking member of the supervisor staff of the contractor to be present on any specified inspection & the contractor shall comply with such directions.
- 30.0 ACTION & COMPENSATION PAYABLE IN CASE OF BAD WORK:** If at any time before the refund of Security Deposit to the Contractor it appears to PASCHIM GUJARAT VIJ CO. LTD.'s Superintending Engineers, city circle Rajkot or subordinate and / or any authorized officer of the PGVCL that the work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or any materials or articles provided by him are unsound or of quality inferior to that contracted as specified in the Technical Specifications or otherwise not in accordance with the contract, it shall be lawful for the PASCHIM GUJARAT VIJ CO. LTD. to intimate that the works , materials, articles which may have been inadvertently passed, certified & paid to the Contractor. The Contractor shall be bound to rectify or remove & reconstruct the said work so specified at his own charge & cost & in the event of being failure to do so within specified period by the PGVCL, the Contractor shall be liable to pay compensation at the rate of 1% per day plus GST as applicable on the amount of the estimate for the specified work. For the period up to 10 days this shall be attended by the Contractor else the PGVCL shall get these rectifications at the risk & expense in all respects of the Contractor.
- 31.0 CLEANING UP:** The contractor shall at all-time keep the construction areas & his labour colony & storage areas free from accumulation of waste, or rejected materials. Prior to the completion of the work the contractor shall remove all rubbish from & about the premises, & tools, tackles, machinery, left out materials consumable, rejected materials, scaffolding etc. which are not the part of the permanent work/structure. The premises will be left fully satisfactorily to the PGVCL's Engineers/representatives; thereafter only the completion certificate will be issued.
- 32.0 CONTRACTOR'S INVENTORY OF EQUIPMENTS & MACHINERIE:** The contractor shall prepare & maintain an inventory of all machinery, equipments, temporary rolling stock, and plant purchased or hired for the use of this contract's execution.

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### 33.0 PROGRESS SCHEDULE:

- 33.1** Contractor shall furnish a Construction Schedule on receipt of LOA or Work Order whichever is earlier, in quadruplicate, indicating the date of start, the monthly progress expected to be achieved & anticipated completion of each major items of the work under this contract & procurement of equipments, machinery & other materials. The schedule should be such as is practicable of achievement the whole work in the time limit & of the particular items on due date specified in the contract & shall have the approval of the PGVCL's Engineers. Detailed schedules for each working season showing the progress month by month to be achieved is to be submitted to the PGVCL. The PGVCL is empowered to ask for more detailed progress schedule week by week for any item or for all items & the contractor shall comply when asked for.
- 33.2** The PGVCL shall have, at all times the right without in any way violating this contract, or forming grounds for claim to alter the order of the works or any part thereof & the contractor shall after receiving such direction proceed in the order directed. The contractor shall revise the progress schedule accordingly & submit to the PGVCL in four copies.
- 33.3** The contractor shall furnish sufficient machinery, equipment, labourers & materials shall work for such hours & shifts as may be necessary to maintain/achieve the progress of the scheduled, after getting written permission of Engineer In Charge.
- 33.4** During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the PGVCL & planned by the Contractor, due to the reasons attributable to the Contractor; suitable action shall be taken as per Clause No.3 & 4 appearing in the PGVCL's prescribed Booklet for "Tender & Contractor for Works" and PGVCL may take such action as it may deem fit to ensure that the work is completed in time at the risk and cost of the contractor

- 34.0 DATE OF COMPLETION:** The contractor shall complete the whole work & hand over to the PGVCL on or before the date specified in the work order. Provided always that if in the opinion of the PGVCL the completion of the works shall be delayed by any change of original design or by the order of the PGVCL, of any altered, modified substituted or additional works or materials omitted or by strikes, lock outs or stoppages of labour, or revolution, riots or political disturbance or by the contractor not being given possession of the site or by the PGVCL taking possession of & using the site or part thereof or the works or part thereof or any part of the work or delayed supply of material by the PGVCL or by the not receiving any orders, drawings, instructions or directions in time or by the suspensions if the works or by fire, flood exceptionally bad weather tempest, storm or by from unforeseen circumstances(& whether the same shall be due to any act or omission of the PGVCL or it's representatives) the PGVCL may in the unfettered discretion thinks fit either forthwith or at a later time & from time to time not withstanding that the prescribed or extended time for completion has expired or work have been completed, extend the date for the completion of the works to such a date as deemed fit as practical & acceptable.

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**35.0 OTHER CONTRACTS FOR THE SUSPENSION STOPPAGE OR CURTAILMENTS OF WORK:** If during the tendency of the contract the Engineer shall for any reason (which shall be unquestioned) whatsoever require the whole or any part of the work as specified in the contract to be suspended for any period or shall not require the whole or any part of the work as specified in the contract to be carried out at all by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any case except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but he did not so derive in consequence of the full amount of the work not having being carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation but reason of any alterations having been made in the original specifications, drawings, designs & instructions that may involved any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor, before receipt of the aforesaid notice, the contractor shall be paid for such materials at the rate determined by the PGVCL, provided they would have been useful for the work curtailed or stopped are not in excess of requirements are of approved quality & cannot be used on other contract works or otherwise by the contractor &/or shall be compensated for the loss if any, that he may put to, on respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the PGVCL, whose decision shall be final.

The PGVCL may order the contractor to suspend any work on account of bad weather; rain or storm & such other adverse climate conditions & the contractor shall comply with the same. The contractor shall not be entitled to any compensation for such suspensions of work.

**36.0 CO-OPERATION WITH OTHER CONTRACTORS:** Apart from this work, the other works connected with this work will be simultaneously going on either departmentally or through any other contractors. The contractors shall co-operate with others to their fullest extent & shall allow each other every facility & coordination for the execution of their works simultaneously & satisfactorily, during their action of machinery or execution of any other co-ordination works, the contractor will have to co-operate as directed by the PGVCL's Engineers in the charge of the works. In such cases the contractor shall not be entitled for any compensation on account of reduction or stoppage of labour force/machinery/equipments etc.

In the matter of dumps, haul, roads, drainage, diversion & the like, each contractor shall take into considerations the needs & the requirements of the other contractors if any working in the vicinity. Further no contractor shall take or cause to be taken any stops or action that may cause disruption, discontent or disturbance to the work, labour arrangements etc. to other contractors. Any action, by any contractor, which the PGVCL in the unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions &

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the PGVCL may take such action as may deem fit against the contractor & the action taken shall be considered as final & binding.

- 37.0 SPEED OF WORK:** The contractor shall at all times maintain the speed of work to conform to the latest operative progress schedule but the PGVCL may at any time with sufficient notice in writing direct the contractor to slow down or to accelerate any part or the whole work for any reason (which shall not be questioned whatsoever) & the contractor shall comply with such orders of the PGVCL. The compliance of such orders shall not entitle the contractor to any claim or compensation.
- 38.0 CONTRACT DOCUMENT & MATTERS TO BE TREATED AS CONFIDENTIAL:** All documents, correspondence, decision & other matters concerning the contract shall be considered as of confident & restricted nature by the contractor & he shall not divulge or allow access there to any unauthorized persons of any kind.
- 39.0 ACCESS TO THE CONTRACTOR'S BOOK:** Whenever it is considered necessary by the PGVCL to ascertain the actual cost for execution of any particular item of work, the PGVCL may do so by directing the contractor to produce the original invoices.
- 40.0 INTEREST ON MONEY DUE TO THE CONTRACTOR:** The contractor shall not be entitled to receive the interest on the payment due to him upon measurements or otherwise or on any balance payable to the contractor. Also, contractor shall not be allowed to relate it with the progress of work at site in any case.
- 41.0 MEASUREMENTS TO BE PROVISIONAL & SUBJECT TO CORRECTION:** Every measurement for running payment on account of work done shall be subject to adjustment or final measurements. In case there is disagreement between such intermediate & final measurements, the latter shall prevail.
- 42.0 BREACH ON PART OF PGVCL NOT TO ANNUL CONTRACT:** No breach or non-observance on the part of the PGVCL of any the agreements contained herein, shall annul this contract of discharge the contractor from the observance & performance thereof, or of any part thereof, but on application by the contractor & in the unfettered discretion of the PGVCL an extension of time may be given to the contractor in respect of such breach or non-observance by the PGVCL.
- 43.0 LOCAL LAWS:** All local laws in force at the time entering into the contract & those enacted there after shall be binding on the contractor & he shall abide by the same.
- 44.0 PERFORMA RETURNS:** The contractor shall maintain Performa, charts & details regarding machinery, equipments, materials labour, personnel & other matters as may be specified by the PGVCL time to time.
- 45.0 MAINTENANCE:** The contractor for a period of 1(ONE) Year after the date of completion, as certified by the Engineer In charge, shall maintain the work in such manner that on the expiry of the period of maintenance, they shall be as good and perfect in order and conditions as that in which they were at the commencement of the period of maintenance. The contractor shall at his

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own expense, repair, rectify and make good to the satisfaction of the concern engineer all defects, imperfections or other faults arising from or out of use of materials or workmanship not in accordance with the contract or from negligence or failure on the part of the contractor to comply with the provisions of the contract. The security deposit will be released after satisfactory completion of maintenance period of one year.

The security deposit will be refunded by producing No Objection Certificate from concern PGVCL office. Only after the completion of guarantee period of 1 year of work completed or finalization of final bill whichever is later.

**46.0 INSURANCE:** The contractor shall procure, or arrange for the Subcontractor to procure insurance coverage sufficient to protect against the following risks arising out of the work. Accidents & professional & non-professional sickness of all labourers & personnel engaged in the work as required by Law pursuant to Workmen's Compensation Act, 1923 or Revised version thereof. Injury or death to third parties including without limitation injury or death caused by any of the construction aids or vehicles or rented machinery, equipments used by the contractor or subcontractor whether at the site or elsewhere. Damage to contractors tools machinery construction equipments form works, scaffolding materials etc. due to floods, earthquake or any such cause. Damage to the existing permanent structures of the PGVCL & nearby villages, equipments of the PGVCL or of the co-contractors working in the area for other works.

All the above conditions referred for the insurance cover, shall be in effect from the date of commencement of the work until the PGVCL has accepted the work. In the policies covering the insurances referred to above, the PGVCL, contractor & the subcontractor shall be as co-ensured where possible. The cost of insurance shall be borne by the contractor.

**47.0 LIENS:** Final payment to the contractor shall not be made until the contractor shall deliver to the PGVCL receipts in full in lieu thereof, & in either case, an affidavit that so far he has knowledge or information the releases & materials for which in lien could be filed. If any lien remains unsatisfied after all the payments are made, the contractor shall refund to the PGVCL all money that the latter may be compelled to pay in discharging such a lien, including all costs & a reasonable attorney.

**48.0 SPECIAL CONDITIONS:**

Contractor will plan his work such that the works on all the fronts released by the PGVCL, simultaneous works should progress in such a way that the entire job is completed in the scheduled time limit.

The successful bidder will have to depute his authorized representative to attend progress review meetings to be held at site or the PGVCL's City circle Office at Rajkot.

The contractor will be responsible for complying with all rules & regulation & the labour laws applicable to him & the PGVCL will not be responsible for any lapses committed by them. If there is any claim from the Govt. Authority pertaining to the contractor the same amount will be deducted from the contractor's bill.

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The contractor shall depute sufficient numbers (As per instruction of PGVCL) of qualified engineers / supervisors to look after work. The engineers / supervisors shall remain present at site at all the times. In no circumstances, contractor shall be allowed to continue work without engineering supervision.

Payments shall be released on the availability of funds with the PGVCL. No interest will be paid for delay in payment of bills.

- 49.0 CONTRACT:** After the tender has been accepted by the PGVCL, all orders or instructions to the Contractor shall, except as herein otherwise provided to, be given by the PGVCL's Engineers at site on behalf of the PGVCL for the speedy execution of the work.
- 50.0** Godowns or sheds hired or constructed for storing of controlled materials and more particularly of cement shall be such as would prevent the materials from getting damaged in any way.
- 51.0** It will be absolutely incumbent on the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge. Materials that have been rejected must on no account be allowed to remain on the site, and in spite written order to do so, any such rejected material is on the site beyond a period of 48 hours notice, the Engineer-in-charge shall have the right to remove it, at the risk and cost of the contractors and even to destroy it.
- 52.0** It must be distinctly understood that conditions of contract and of claims in respect of extra work, will not be allowed unless the works to which they relate is clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in specified manner.
- 53.0** On completion of the work, the site shall be cleared by the contractor within the stipulated period, and ground brought to original state and they shall not be entitled for any extra claim on this account.
- 54.0** General Specifications of the relevant Indian standard specification shall also apply.
- 55.0** Damage to work clause: The works whether fully constructed or not and all materials, machinery plant tools, temporary buildings and other things connected there shall be at the risk and in the sole charge of the contractor, until the works have been delivered, completed to the satisfaction of the Engineer-in-charge and certificate from him to the effect is obtained. Until such delivery, the contractor shall at their own cost, take all the precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plant tools. Temporary buildings and other things connected with the works, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, shall forthwith within the possible speed, reinstate and made good such loss or damage at contractor's own cost.
- 56.0** Any components or part of the work shall not be given to any sub-contractor without approval of the competent authority of the PGVCL. The whole responsibility of the execution of the work, as per the terms and conditions of the contract, will entirely rest of the main contractor. The main

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contractor shall always keep his responsible representative, preferably a technical hand, on work site with powers to sign M.R.s and take necessary decision and implement the instructions issued in the interest of efficient execution of the works.

- 57.0** The Engineer-in-charge will fix the hours of work, and no work shall be executed beyond that period, during nighttime or in absence of the Engineer-in-charge of his authorized agent. The box measures shall be filled only in the presence of the engineer-in-charge or his authorized agent.
- 58.0** Contractor will be asked to present the sample of materials, and the approved samples will be preserved at the site of work, and no charge in the approved sample will be allowed, without the written permission of the Engineer-in-charge.
- 59.0** In any work is not executed according to the specifications, and the directions of the Engineer-in-charge, the same will be rejected, and the contractor has re execute the same without any financial implication to the PGVCL.
- 60.0** Contractor will have to communicate the name of his authorized agent, who shall be present on the works, and shall be authorized to sign the material requisitions, receive instruction given verbally or on the order book, on behalf of the contractor.
- 61.0** Tenderer must return the form of tender, with the specifications and the schedule of quantities, and rates and other schedules only signed on each page. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
- 62.0** Before submitting his tender, unit rates, which shall be for the finished work complete, including charges involved in testing, maintenance for a period of 12 months, the tenderers shall closely examine the specifications and carefully study the drawings and all documents, which form a part of the contract, to be entered into by the accepted tenderer.
- 63.0** The submission of tender by a contractor implies that, he has read these instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done, and of conditions, and local conditions and other factors bearing on the executions of the work. The PGVCL will not therefore, after acceptance contractor's rate, pay any extra charge for lead or for any other reason. In case the contractor is found later on, to have misjudged the site conditions.
- 64.0** The tender document shall be written legibly and free from erasure, over writing or conversions of figures. Correction where unavoidable, shall be made by crossing out, initialing, dating and rewriting.
- 65.0** The contractor shall keep full time qualified civil Engineers at the site, who shall be fully authorized to receive and comply with such instructions, as given by the EIC. The name of such Engineer with his qualifications and experience shall be intimated by the contractor. The EIC shall have the right to demand the removal of any technical personnel, skilled or unskilled workmen,

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who in his opinion are considered to cause bad workmanship in the execution of works or to cause indiscipline.

- 66.0** The department reserves the right to make any change in the design and the plans of the works and the contractor shall be bound to carry out them at the rates tendered. No claim or compensation will be allowed on this account.
- 67.0** Should this tender be accepted I /We hereby agree to abide by and fulfill all the terms and provisions of the "Tender & contract for works" as applicable, and in default thereof to forfeit and pay to the PGVCL the sums of money due.
- 68.0** The contractor shall keep instruction book on site, for taking site instruction from time to time. This book shall be made available on site whenever asked for.
- 69.0** Approval and payment to any of the executed item for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawing and specification.
- 70.0** The Bidders shall study the Conditions of site & shall resort to dewatering for rainy water and ground water and for any flood situation and for any reason, where necessary, by appropriate methods & maintain reasonably dry areas to work at no extra cost. No any claim will be entertain on this account unless otherwise specifically mentioned in respective item.

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

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Tender No. : PGVCL/Civil/Works/2019/2

### General rules and directions for the guidance of contractor

Name of work: “Construction of office building for Raiya Road Subdivision office at Rajkot”

#### 1.0 LAYOUT AND LEVELS

- 1.1 The layout and levels of all structures etc. shall be made by the contractor at his own cost from the general grid of the block & bench marks given by the Engineer. Initially before starting the works, the contractor will carry out the contour layout of the full area by taking vertical & horizontal ordinates marked with the help of precise equipment like total station and as directed by EIC. This will not be paid separately but will be included in the rate quoted by the contractor in schedule-B of the tender.
- 1.2 He has to provide all help in instruments, materials and men to the Engineer at no extra cost for checking the detailed layout and correctness of the layout and levels. But the Contractor shall be solely responsible for correctness of lay out and levels. Detail working programme shall be prepared & got approved from E.I.C.
- 1.3 Permanent reference pillars shall be established by the contractor and under no circumstances shall the contractor remove or disturb any permanent bench mark without the approval of the Engineer. The Contractor shall follow reference points and shall lay out all his work by accurate reference thereto.

**2.0 CONSTRUCTION METHOD:** The contractor will be provided with construction drawings. The contractor shall prepare chart showing working of all items with the time schedule for the overall activities & the excavation & construction method to be adopted by him and shall be approved by the Engineer. The tender drawings are indicative only and for tender purpose only. Drawings may vary as per the actual site conditions and the designs etc. The construction shall have to be done as per the revision in drawings, details, designs, instructions etc given by E I C time to time. Working drawing given during execution of work may also revise as per requirement of PGVCL any times. Contractor should not claim on account of this.

**3.0 HANDING OVER OF SITE:** Efforts will be made by the Owner to hand over the site to the Contractor free of encumbrance. However, in case of any delay in handing over the site to the Contractor, the Owner shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the owner shall not consider any other compensation whatsoever viz. towards idleness of contractor's labour, equipment etc.

**4.0 QUALITY ASSURANCE:** Quality shall be assured by carrying out Tests on various materials as per the relevant Specifications for material testing and the agency shall be responsible for carrying out such tests at his own cost. The samples of all materials to be tested by the Contractor shall be tested by him in presence of authorized representative of the E.I.C. at the specified frequencies.

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### Testing of Materials

(a) All materials before being utilised for works shall be inspected and tested, wherever necessary, by the Superintending Engineer, city circle, Rajkot or his representative. The nature and number of testing will be done, as per frequency and acceptance criteria for building materials used for construction as shown in "General Technical Specifications for Building" booklet that may be issued to contractor on request."

However the Superintending Engineer, city circle, Rajkot shall have powers to modify frequency of tests in addition to the day to day and periodical tests to be carried out on materials, mixes and placed concrete, mortar etc. to be done on site shall be specified by the Superintending Engineer , city circle Rajkot from time to time and the contractor shall provide all facilities towards collections of samples etc.

Over and above testing for other construction materials shall be got tested prior to execution of work as decided by Engineer In charge. Unless otherwise specified, labourers for collecting samples and the packing of the samples shall be provided free of cost by the contractors.

The materials shall be tested in GERI laboratory or at any other place/laboratory as directed by the Superintending Engineer, city circle, Rajkot and the results given by such authorities shall be considered as final. It shall then be the contractor's responsibility to provide materials conforming to the approved samples to the standards as determined by the laboratory tests.

(b) Consolidated record of results of tests will be maintained in the prescribed Quality Control Register to be maintained jointly by the contractor and the EIC on the site of work.

(c) Testing charges for quality tests of materials and workmanship to be borne by the contractor.

(d) The contractor shall supply all materials required for testing free of cost.

(e) The contractor shall make suitable arrangements to see that one of his representative remains present at the time of taking samples and shall authenticate the facts, if so required. Should the contractor fail to keep his representative present at site at the time of taking samples or fail to provide required labourers and other equipments to collect the samples, it shall be taken by the EIC and the samples selected shall be considered as authentic.

The cost incurred by the EIC when the contractor fails to provide required men and materials for collecting samples shall be recovered from the contractor.

(f) For cement concrete items, in addition to the cube tests while items are executed, the quality of concrete set may be tested at any time during Defect Liability period by non-destructive tests, if any complaints received about the inferior quality of concrete work, then, and if so desired by the Superintending Engineer, city circle Rajkot subject to review of the decision by Chief Engineer of the PGVCL even after such items are executed, accepted and paid. Depending upon non-destructive test result, testing charges for this test will be borne by the contractor only if the result is negative. Further, if the result is negative i.e. concrete is found sub-standard, the

Signature of Tenderer

Company's Round Seal

Date:

Place:



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contractor shall remove the concrete and execute a fresh concrete of the specified standard without extra payment.

**5.0 APPROACH ROADS:** The Contractor shall make his own arrangement for approach to the work site and within the work area for movement of men, material, machinery, other equipment etc. required for carrying out the work included under this contract as per specifications and the rates quoted for various items under schedule of items & shall be inclusive of the cost for preparation and maintenance of approach roads/haulage roads/access roads, etc throughout contractual period.

Providing and laying required diameter RCC pipe in rain water / Nala's / plant water drain/trenches pipes passing of water, cables etc their diversions etc. for preparing the approach to carry out the work without affecting plant activities/ systems wherever necessary at no extra cost.

**6.0 PREVENTION OF POLLUTION:** The contractor shall be solely responsible and liable for all the damages/activities caused by any pollution that may take place during the execution of works and he shall make arrangements, as approved by the Engineer for preventing pollution but, not withstanding, such approval, the entire responsibility for any pollution shall rest with the contractor. No separate payment shall be made for the pollution control measures and the quoted rates shall include the cost for all pollution control measures.

**7.0 EQUIPMENTS AND MACHINERY:** The contractor shall have to use his own latest safe technology equipments machineries tools, tackles etc as required of good condition duly tested and certified with load proof tests from C.A. and any other machinery required for the entire scope of work for all excavation works as well as all construction activities.

**8.0** The all construction materials and workmanship shall be in accordance with the items of Schedule-B as well as, as per the relevant I. S. Specifications and P.W.D manuals. The all materials to be used shall be the best and from manufacturers, make and brand as approved by Engineer in Charge. After getting the sample tested and approved the same materials only shall be procured and use in the work by the contractor **The cost of all materials are to be included in quoted rates. No any materials will be supplied by PGVCL.**

**9.0** Taxes, Govt. duties, welfare cess or any unforeseen expenses, if required to be made, shall be borne by the agency. The rates quoted shall be deemed to account all such factors after careful consideration of work and site condition. No extra claim shall be entertained in any circumstances on any account. Any activity not specifically mentioned in the tender but necessary in the opinion of the EIC of the work, must be carried out for successful completion of job.

**10.0 Time limit extension:-** If due to any stoppages, or litigation / stay order etc. work is suspended then no idle charges will be paid. Only suitable time limit extension will be granted based on genuine reason but no extra claim will be entertained.

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**11.0** The contractor shall engage sufficient nos., of qualified engineers and trained supervisors at site, to look after the work on behalf of the agency. In no case, the work shall be allowed to be continued without sufficient engineers/supervisors at site. Due care shall be taken by the contractor in this regard.

**12.0 WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, AND ORDERS ETC:** The contractor shall execute in whole and every part of work in the most substantial and workman like manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

**13.0 ALTERATION IN SPECIFICATIONS AND DESIGNS NOT TO INVALIDATE CONTRACTS:** The Superintending Engineer, city circle, Rajkot shall have powers to make any alteration, or addition to the original specification designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work.

Where, however, the works is to be executed according to the designs, drawing and specifications recommended by the contractor and accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender.

**14.0 WORK TO BE OPENED TO INSPECTION, CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT:** All works under execution or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Superintending Engineer, city circle, Rajkot and his subordinate and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intension of the Superintending Engineer, city circle, Rajkot or his subordinates to visit the works shall have been given to the contractor, during which period either he should be present to receive order and instruction, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorized Agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**15.0 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:** The contractor shall give not less than 5 day notice in writing to the Superintending Engineer, city circle, Rajkot or his subordinates in charge

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of the work, before covering up or otherwise placing beyond the reach of measurement of any work, in order that the same may be measured and correct dimensions thereof, taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement and work without the consent in writing of Superintending Engineer, city circle, Rajkot or his subordinate in charge of work, If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same, was executed.

**16.0 CHANGE IN THE CONSTITUTION OF FIRM TO BE NOTIFIED:** In the case of tender by partners of a firm, any change in the constitution of firm shall be forthwith notified by the contractor to the Superintending Engineer, city circle, Rajkot for his information.

**17.0 WORKS UNDER DIRECTION OF SUPERINTENDING ENGINEER:** All works to be executed under the contract shall be executed under the direction and subject to the approval of the Superintending Engineer of the city Circle, Rajkot, Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**18.0 DECISION OF SUPERINTENDING ENGINEER TO BE FINAL:** Except where otherwise specified in contract and subject to the power delegated to him by PGVCL under the PGVCL's rule, then in force the decision of the EIC. for the time being shall be final, conclusive and binding on all of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

**19.0 NO CLAIM FOR VARIATION IN QUANTITIES OF WORK:** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

**20.0 NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:** No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.

**21.0 NO CLAIM FOR COMPENSATION FOR DELAY IN EXECUTION OF WORK:** No compensation shall be allowed for any delay, in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or

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water standing in borrow pit and no claim for an extra rate shall be entertained unless otherwise expressly specified & mentioned in the tender.

**22.0 ENTERING UPON OR COMMENCING ANY PORTION OF WORK:** The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Superintending Engineer, city circle, Rajkot or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.

**23.0 ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:** Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

**24.0 EMPLOYMENT OF TECHNICAL PERSONS:** The contractors who are registered under class 'A', 'B' and 'C' or such contractors who executes the works of Rs.5 lakhs and above shall employ the technically qualified personnel possessing minimum a Degree of recognized Technical institution, for executing the work of the PGVCL.

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

Signature of Tenderer

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### FORMAT OF AGREEMENT:

This agreement is made at \_\_\_\_\_ the \_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ Year between the **Paschim Gujarat Vij Company Ltd. & \_\_\_\_\_** (hereinafter referred to as "the Contractor" "which expression shall unless excluded by or repugnant to the context included its successors or permit assigns) of the one part and the Paschim Gujarat Vij Company Ltd. Having its Regd. and Corporate Office at Laxminagar, Off Nanamava Road, Rajkot, 360004 (hereinafter called "The Company" which expression shall unless excluded by or repugnant of the context include its successors of assigns) of the other part.

Whereas the aforesaid Company has accepted the tender of the aforesaid contractor for the work of \_\_\_\_\_ as per Company's LOA No. \_\_\_\_\_, Dated \_\_\_\_\_, hereinafter called "The works and more particularly described enumerated or referred to in the specifications, terms and other letters and schedule of price which for the purpose of identification have been signed by **The Superintending Engineer/Executive Engineer,, Circle/Division, PGVCL** on behalf of the Company, a list where of is made out in the schedule here under written and all of which said documents are deemed to form part of this contract and include in the expression "The works "wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

And whereas the Company has accepted the tender of the contractors for the work of \_\_\_\_\_ up on the terms and subject to the conditions herein mentioned.

- 1.) The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein of therefore respectively or are reasonable necessary for the completion of the works as mentioned and at the time in the manner and subject to the terms conditions and stipulation 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 company both hereby covenant with the contractor to pay all the claims of money as and when they become due and payable to the contractor under the provisions of the contract such payment to be made at such times in such manner as is provided by the contract.
- 2.) The conditions and covenant stipulation here in before in this contract are subject to and without prejudice to the right of the company to enforce for delay and or any other rights whatever including the right to reject and cancel on default or breach by the contract of the conditions and the covenant as stipulated in the general conditions specifications form Or tender schedule drawing etc. attached with the Company LOA No. \_\_\_\_\_, Dated \_\_\_\_\_.
- 3.) The Contractor will strictly follow the safety Rules and Regulations during the execution of aforesaid work. The Contractor will also provide all required Safety Gadgets to his Supervisors and labours to execute the work mentioned in Tender. On violating or breaking the Safety Rules and Regulations, and if Supervisors/Labours are found without Safety Gadgets, "The Company" reserves the right to take actions as per the terms and conditions mentioned in Tender without any prejudice.

Signature of Tenderer

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Date:

Place:



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- 4.) The Company 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 PGVCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 5.) 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 Company, stop all further sub-contracting or purchasing activity related to the work terminated, and assist "The Company" in maintenance, protection, and disposition of the works acquired under the Contract by the Company. 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.
- 6.) 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 Company" 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 Company" 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 Company 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 Company 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.

The contract value extent of supply delivery dates, specifications as other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or constructed to mean and to effect or alter other terms and conditions of the contract and the contract so altered or revised shall be and shall always be deemed to have been subject without prejudice to and stipulation.

### SCHEDULE

- 1.
- 2.
- 3.

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

1. Signed sealed and delivered by for and on  
Behalf of the presence of name and address.
2. Signed sealed and delivered by for and on behalf  
Of The Paschim Gujarat Vij Company Ltd

Signature of Tenderer

Company's Round Seal

Date:

Place:



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Tender No. : PGVCL/Civil/Works/2019/2

### GENERAL SAFETY RULES / NORMS TO BE OBSERVED BY THE CONTRACTORS

All the contractors working at our Raiya Road S/Dn. office building site, Rajkot premises shall have to strictly observe the following Safety Rules. The Contractors shall be responsible for informing & observing these rules by their supervisors / employees / labours as well as the supervisors / employees/labours of their sub-agencies / sub-Contractors engaged, if any. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / employees of their sub-contractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the PGVCL for any loss or damage / accident / injury to the PGVCL's property / employee or employee of their own in default of non -observing these rules.

- 1.0** Persons to be employed for carrying out the work shall possess required qualification, be fully trained and conversant for works to be done. All persons should have gate pass. Register consisting the full details (i.e. address, phone no, details of nearest relative, etc.) of all persons is to be maintained. During the work execution, one trained & competent supervisor should always remain present at site.
- 2.0** The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain "Line Clear" or "Work Permit" through the concerned Department / Section.
- 3.0** Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, the contractor shall remove all the inflammable material lying at or nearby work site or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concerned section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipments & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place. For taking care of the persons working a supervisor/ person capable to keep continuous watch on person(s) working, assist them incase of emergency or arrange to get immediate help, shall remain present at entry point and shall use full body safety belt without fail.
- 4.0** While working inside sewage, trench or in-depth, a person to warn outsiders /entrants / passers etc shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.

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- 5.0** The contractor shall see that he / his persons do not block (by stacking material, spare parts, tools-tackles, equipments etc), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plants or its auxiliaries, on which there is a traffic movement or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as UNSAFE, cordon it using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.
- 6.0** Prior to use power / electrically operated hand tools / equipments / machines /gadgets like welding machine, hand grinder, hand drill etc, ensure for its safe operation & use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipments. The electrical power supply required to run such equipments shall not be taken directly at their own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor's Mains Board on which it is compulsory to install mains switch, ELCB & fuses of adequate capacity. All such equipments shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint & shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single & 5-wire power cord for three phase power connections. The plugs, receptacles, pins, holders etc shall be of adequate capacity & safe to use.
- 7.0** All electrical & mechanical equipments / tools-tackles viz. welding machine, cutting machine, Grinder, Drill, Chain Pulley Blocks, Hook chooks etc required to be used during work execution shall be of standard make & bear ISI certification mark on it. The consumables like welding electrodes, grinding wheels / discs etc which has specific prescribed life span shall not be used in any case if its expiry date is over.
- 8.0** It is compulsory to use standard make Personal Protective Equipments (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI approved) Personal Protective Equipments / Safety Gadgets suitable to give sufficient protection against hazards involved in their work / job to their staff, as per the job requirement and insist / enforce their staff to put on the same while at works.
- 9.0** The ongoing work is liable to be stopped at any time if the contractors' staff is found working without P.P.Es. Following is the list of various P.P.Es. to be used for various works / worksites.
- 10.0 LIST OF SAFETY EQUIPMENTS:**
- 10.1** Industrial Safety Helmet. For protection of head against falling objects or during fall of person from height.
- 10.2** Safety Goggles (Grinding, Welding, etc). : For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.

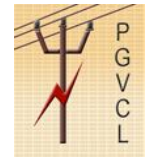
Signature of Tenderer

Company's Round Seal

Date:

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- 10.3 Face shield (Half or full). : For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.
  - 10.4 Earplug / Ear muffs. For ear / hearing system protection: while working in high noise level area.
  - 10.5 Apron (Rubber / PVC /Asbestos / Leather / Cotton). : For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.
  - 10.6 Gloves (Rubber/PVC, Asbestos, Leather, Electrical shock proof). : For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.
  - 10.7 Safety / Leather / Asbestos shoes, Gum Boots etc.: For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..
  - 10.8 Safety Belt (full body) / Rope / Life line / fall prevention system etc.: For fall prevention while working at heights or in depth, working in vessel or in confined space.
  - 10.9 Dust Respirators / Scarf. : Protection of respiratory system against dust.
  - 10.10 Chemical Cartridge Respirator: Protection against chemical fume / vapor etc.
  - 10.11 Canister Gas mask. : Protection against toxic/poisonous fumes/gases.
  - 10.12 Air supply respirators: Working in oxygen deficient zone.
- 11.0 Before using lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no 9 / 10 by Competent Person as per the Factory act-1948 and its validity is not expired. Further, it shall be fixed properly and firmly prior to lifting the weight.
  - 12.0 Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.
  - 13.0 Contractor or their employee shall not interfere in day-to day routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the machineries / equipments / auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff not to sit or take rest at / near / below running plants, auxiliaries, systems or any place which is risky, hazardous & prone to accident.
  - 14.0 The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO2 or any type of material of explosive nature etc. shall be handled safely taking due care. To handle / shift such cylinders a special trolley / cage meant for it must be used but in no case it should be rolled. Domestic LPG cylinder shall not be used / permitted. On completion of the work, cotton waste, spilled oil / grease, pieces of welding rod & other waste material shall be removed from work site and the area shall be left safe, neat & clean.

Signature of Tenderer

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Place:



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- 15.0 In case of any injury / accident while working, it shall immediately be reported to concerned Sectional Head / Engineer. For any incident occurred but have no injury to any persons should also be informed to EIC as "Near Miss Incident."
- 16.0 In all risky jobs, before starting the work, contractor should obtain General Safety Work Permit from concerned section well in advance.
- 17.0 In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the Fire Brigade, and shall shift the casualty to nearby hospital after rendering first aid in case of accident.
- 18.0 Over & above these, contractor shall have to follow all the safety requirements / rules & regulations / norms and legal provisions laid down in various statutes, particularly the provisions of 1948 & the Gujarat State safety Rules (Amended up to date) shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety requirements.
- 19.0 No women or young person shall be allowed to clean, lubricate or adjust any part of a prime mover or of any transmission machinery while the prime mover or transmission machinery is in motion. Examination or operation of motion machinery shall be made or carried out only by a specially trained adult male worker wearing tight fitting clothing.
- 20.0 No women or young person shall be employed or permitted to work in danger area.
- 21.0 All the relevant labour and construction safety laws shall also be followed compulsorily.
- 22.0 It is felt necessary to deploy safety officers / Safety supervisors by contractors / Agencies involved in carrying out hazardous activities / operations inside construction premises to have better and constant supervision in terms of Health Safety and Environment activities.
- 23.0 In case, it comes to the notice of PGVCL management that the safety guidelines / safety rules / safety norms are not being followed then a minimum sum of Rupees Five Thousand shall be penalized on the contractor / Agency and for subsequent such violation, a severe penalty / action as deemed fit shall be imposed, which may please be noted.
- 24.0 The above rules shall be scrupulously followed and where required, they may contact the Officer of PGVCL for any ambiguity / further guidance in this regard.
- 25.0 For performance evaluation of contractor, safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.

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

Signature of Tenderer

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### INDUSTRIAL LABOUR LAWS:

#### **1.1 Wages to be paid and time of payment etc. by the Contractor:**

- A.** The contractor shall pay minimum wages to laborers as per minimum wages Act. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7<sup>th</sup> day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in presence of Management Representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the PGVCL. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100/- fine per each day.
- B.** The contractor shall give his telephone number and address to the PGVCL so that in case of labour trouble etc., the contractor can be contacted. The contractor shall arrange to have his office outside the office premises and the contractor keep himself present throughout the working hours.

#### **1.2 Labour Laws:**

- A.** Persons below the age of 18 years shall not be employed for the work.
- B.** No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m.
- C.** Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition Act) for employing necessary manpower to be required by him. In the absence of such license, the contractor shall be liable to be terminated without assigning any reason thereof.
- D.** The contractor shall at his own expense comply with all labour laws and keep the PGVCL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under :
- E.** Payment of contribution of wages of employer's contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.
- F.** Payment of deposit in respect of each contract labour of the rate of RS.30/- with the office of the Commissioner of Labour as per the Contract Labour Act (Regulation & Abolition).
- G.** License Fee as prescribed under the contract Labour Act (Regulation and Abolition) and Rules framed there under depending upon the number of workmen employed by the contractor.
- H.** Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
- I.** Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification.

Signature of Tenderer

Company's Round Seal

Date:

Place:



## PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. & Corporate Office : Nana Mava Main Road, Laxminagar : Rajkot : 360004  
CIN U40102GJ2003SGC042908 Phone No: (0281) 2380425 Fax : (0281) 2380428 Website: [www.pgvcl.com](http://www.pgvcl.com)

- J. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act. Any payment to the contractor's employees arising out of any claim of disputes under the Industrial Disputes Act – 1947 or any other laws.
- K. Provision of compensation in the case of accidental injury.
- L. Payment of crèche if the female labour employed is more than 30 numbers
- M. Maternity leave as per the provision of the Maternity Benefit Act.

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

**1.3 Provident Fund and Family Pension Scheme:** The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund and family pension scheme in respect of each concerned employees' Provident Fund and Family Pension scheme at the rate of 12 % (or at the rates made applicable by the Government from time to time) of the wages. Contractor's contribution and his workers contribution towards provident fund and family pension scheme shall be deposited by the contractor with regional Provident Fund Commissioner, Ahmedabad.

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

**1.5 Administrative Charges:** The contractor shall deposit administrative charges for maintaining Provident Fund Account with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

**1.6 Paid Leave Facility:** Paid leave facility at the rate of one day for every 20 days worked by the contract laborer shall be provided by the contractor to his workers. He shall maintain Leave records/ Leave Cards for individual laborer which shall be duly verified and approved/ certified by the authorized officer of the PGVCL.

**1.7 Workmen's Compensation Fund and Employers Liability Insurance:** The contractor shall cover all his employees under Workmen's Compensation Fund and under the Liability Insurance. The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

**1.8 Contractor to Indemnify to the PGVCL:** The contractor shall indemnify and keep indemnified the PGVCL and every officer and employees of the PGVCL and also Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the PGVCL by any workman/ employee of the contractor or any sub-contractor and / or from any liability may arise to any workman / employees of the contractor or any sub-contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract Labour (Abolition and Regulation) Act 1979. The PGVCL shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other

Signature of Tenderer

Company's Round Seal

Date:

Place:



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person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the PGVCL against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**1.9 Workmen's Compensation and Employer's Liability Insurance:** Insurance shall be affected for all the contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is subletted to the sub-contractor, the contractor shall require that he or his sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

- A. The PGVCL reserves the right to terminate this rate contract at any time during its pendency without giving notice of termination or any reasons thereof.
- B. The PGVCL will be entitled to deduct directly from the bills, to be paid to the Sub-contractor and Labourers any sum or sums payable by contractor and which sum/sums the PGVCL is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.
- C. Nothing in the contract document stated shall in any wise constitute any workmen/employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the PGVCL.

**NOTE:-The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor.**

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

Signature of Tenderer

Company's Round Seal

Date:

Place:



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**IT IS MANDATORY TO FILL UP ALL ANNEXURE I to VIII BY ALL TENDERERS**

**ANNEXURE – I**  
**TENDERER'S WORK EXPERIENCE**  
**LIST OF WORKS COMPLETED BY THE TENDERER**

[Tenderer shall submit the information in the Format detailed here under]

Sr. No.	Name & Description of Work	Place and Name of the Dept.	Contract Amount	Cost on Completion	Original time limit in months	Time taken in months to complete the work	Reason for delay in completion (if) & Remarks
1	2	2a	3	4	5a	5b	6

Note:- Necessary certificates from the Employer under whom the works were completed shall have to be submitted in a scan copies and in a physical form as certified true copy.

Signature of Tenderer

Company's Round Seal

Date:

Place:





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### ANNEXURE – II

### DECLARATION REGARDING WORKS ON HAND WITH THE TENDERER

[Tenderers shall submit the information in the Format detailed here under]

Sr. No.	Name of Work	Place	Contract amount	Date of issue of work order	Stipulated period of completion in months	Amount of work done on date of filing	Brief details of delay if any	Remarks (Name of Dept.)
1	2(a)	2(b)	3	4	5	6	7	8

Note 1: Amount of work done in column 6 should be given upto month previous to the month in which tenders are invited.

Note 2: Necessary certificates from the Department under whom the works were completed shall have to be submitted in a scan copies and in a physical form as certified true copy.

Signature of Tenderer

Company's Round Seal

Date:

Place:



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### ANNEXURE – III

#### Plants and Equipments Available for use on this work

Details of Tenderer's Plants and Equipments immediately available with the tenderer for use on this work.

(Following information for each type of equipment shall be furnished)

1. Name of Equipment :
2. Number of Units :
3. Kind or make :
4. Country :
5. Capacity :
6. Year of manufacture and date of purchase :
7. Normal life specified by the manufacturer :
8. Number of actual working hours  
years/kilometers put in by the machine :
9. Present Location :
10. Remarks :

Signature of Tenderer

Company's Round Seal

Date:

Place:



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### ANNEURE – IV

#### Plants and Equipments to be procured

Details of Plants and Equipment to be procured for the work if awarded  
(Following information for each type of equipment should be furnished)

1. Name of Description of Plant and Equipment :
2. Number of Units :
3. Kind or make :
4. Name of Manufacturer and Country :
5. Capacity :
6. Approximate cost in rupees at work site :
7. Remarks :

Signature of Tenderer

Company's Round Seal

Date:

Place:



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### ANNEXURE – V

#### Details of key Technical Supervisory and Administrative Personnel (By type & level)

Detail of Key Technical Supervisory and Administrative Personal and Consultants.

Particulars	Key Technical Supervisory and Administrative Personal and Consultants.	
	Already in employment by the tenderer	Proposed to be Employed for the work
1	2	3

1. Individual's Name
2. Qualification
3. Assigned position.
4. Professional Experience and details of works carried out
5. Years with the firm

Signature of Tenderer

Company's Round Seal

Date:

Place:



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### ANNEURE – VI

#### INFORMATION OF PARTNERS

Sr. No.	Name (s) of person/partner/ Director of company	Full address of the place of business (with pin code)	Telephone No.(s) (office)	Residential address(es)	Telephone No.(s) Res. & Mobile No.	Full address of income tax office ward where income tax return is filed along with PAN No.
1	2	3	4	5	6	7

I/We hereby agree to intimate to you about change, if any in the above address (es) and telephone No. (s) within fifteen days of its occurrence till my/our security deposit, for contract paid by me/us is not returned to me/us.

Signature of Tenderer

Company's Round Seal

Date:

Place:



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### ANNEURE – VII

#### PERFORMA SHOWING THE DETAILS OF SITE VISIT DONE BY AGENCY BEFORE QUOTING THE TENDER.

[Tenderer shall submit in the Format detailed here under]

Sr. No.	Name of firm	Name of authorized representative of firm who has visited the site.	Qualification	Designation / post holding in company.	Remarks.
(1)	(2)	(3)	(4)	(5)	(6)

Signature of Tenderer

Company's Round Seal

Date:

Place:





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### ANNEURE – VIII

**(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF).**

Sub: Undertaking in regard to Stop Deal / Banned for Business dealing / Black List thereof.

Ref: TENDER NO.: PGVCL/Civil/Works/2019/2

(All bidders will have to furnish the following undertaking duly filled in, signed and stamped along with the Technical Bid.)

I / We \_\_\_\_\_  
authorized signatory of M/S \_\_\_\_\_ here by certify that  
M/S \_\_\_\_\_ and their Proprietor / any Partner / any  
directors of the firm is not stop deal and /or banned for business dealing and / or black listed by GUVNL  
and or their any subsidiary company viz. DGVCL / MGVCL / PGVCL / PGVCL .

Signature of the Tenderer

Seal of the Firm

Signature of Tenderer

Company's Round Seal

Date:

Place: