



PGVCL

PASCHIM GUJARAT VIJ COMPANY LIMITED

CITY DIVISION OFFICE-1,RAJKOT

Old Power House Compound , Kanak Road,
Rajkot-360001.

CIN: U40102GJ2003SGC042908

	0281 – 2226817
	0281 – 2223527
	rcd1.rajkot@gebmail.com
Web Site:	www.pgvcl.com

TENDER NO.10
COMMERCIAL TERMS & CONDITION

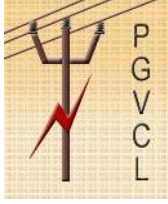
**E-Tender For
Erection And Maintenance of HT,LT
And T.C for And Shifting work for
Sorathiyawadi S/dn. Under city
Division No-1, Rajkot**

Signature of Tenderer

Company's Round Seal

Date:

Place:



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SCHEDULE ‘A’
TENDER SPECIFICATIONS

- 1) Bidders have to submit their offer in 2 (Two Bids) duly sealed cover separately, i.e.
 - a) Technical Bid
 - b) Price Bid-Only online submitting.
- 2) The technical scrutiny committee of PGVCL shall evaluate the technical view of the tender. PGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their services.

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

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

- 3) **TENDER FEES ::**
Tender fee (Non-refundable) Rs.1500/- + 18%G.S.T.should invariably be paid by way of Demand Draft; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO’s) & Cheques are not acceptable. Demand Draft should be in the name of the “Paschim Gujarat Vij Co. Ltd.”, Payable at Rajkot. The envelope shall be addressed to the Executive Engineer, City Division office-1, PGVCL, Rajkot and PGVCL will not be responsible for the transit loss or misplacement.
- 4) **E.M.D. ::**
EMD Rs. 9900/- should invariably be paid by way of Demand Draft; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO’s) & Cheques are not acceptable. Demand Draft should be in the name of the “Paschim Gujarat Vij Co. Ltd.”, Payable at Rajkot. The envelope shall be addressed to the Executive Engineer, City Division office-1, PGVCL, Rajkot and PGVCL will not be responsible for the transit loss or misplacement
“Tender fee Demand Draft & EMD Demand Draft must be kept in the cover of EMD; otherwise supplier’s offer is liable as rejected”
- 5) **IMPORTANT ::**

All the relevant documents as per requirement of the Tender to be submitted physically along with the DD of Tender Fee & EMD, in sealed cover on or before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. Also tender no. & last date of submission must be mention on tender cover. The Following tender document submits in 2 separate sealed cover.

Cover No.(1)

Includes Tender fee DD and EMD DD . Also clearly mention “Tender Fee & EMD” on the cover.

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Cover No.(2)

Includes all the required Technical documents with “Technical Bid” on cover No. 2.

All Two cover’s are include in one Big cover & subscribe on this cover “Tender No. & Due Date” All the covers are opened stage wise undersign have rights to reject any party at any stage without given any reason thereof.

6) POST TENDER CORRESPONDENCE / ENQUIRIES ::

Any correspondence or enquiry subsequent to opening of Technical and Commercial bids are not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of PGVCL, as otherwise the same would also amount to disqualification of the tender.

7) JURIDICTION ::

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

8) The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the tender duly signed on every page, stamped with company’s seal must be submitted along with the bid. Tender Issuing Authority has reserved the rights to accept or reject any tender without giving any reason.

9) If any matter, public dispute arise between PGVCL and Vendor, Vendor is permitted to represent the matter up to tender issuing authority only and decision of the tender issuing authority will be final and binding to vendor.

10) OBJECTIVES ::

It is proposed to start stated work with your man power & tools & tackles in S/dn’s of RCD-1 under Rajkot City Circle, The detail work order issue by concern SDO’s. The contractor has to engage required strength of skilled persons for execution of work and proper supervisor to avoid complication and unnecessary delay to complete work timely. The contractor will be solely responsible for labor claims arising out of the labor employed for this job.

The contractor has to co-ordinate and co-operate fully with Engineer In Charge and for execution of the works.

11) SCOPE OF WORK ::

The scope of work will include following:

- I. Materials are readily available and arrangement made to procure the rest. However, the contractor should be prepared to carry out the work as and when the materials are received. No idle labor charges will be paid by the PGVCL in case such occasion of idle labor arises, due to want of any materials.
- II. The contractor will be fully answerable and responsible for all the material issued to him for the work by the PGVCL, any theft and loss of pilferage shall have to be borne by the contractor.
- III. You will have to submit fortnightly progress report regularly in duplicate to Engineer In Charge and Executive Engineer (City Division-1, Rajkot). If found that the work is unsatisfactory or not progressing as per schedule then any action would be taken by the PGVCL as may deemed fit to see that work is completed at the risk and cost of contractor. The completion time allowed shall be strictly observed. If the work is not completed within

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the scheduled period, penalty at the rate of 1/2% of the contract value (of delayed work) per month or part thereof the contract value subject to the maximum of 10% of the total contract value will be levied. This will be deducted from the bills payable either against this contract or any bank guarantee or any other amount payable under any other contract with the PGVCL .

- IV. No higher rate or revised rate will be application for the work, if work is held-up/ closed due to whatever so reasons.
- V. R.A. Bill shall be paid by the PGVCL, if it satisfy with the output of works otherwise only final bill shall be paid.
- VI. The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer In Charge depending upon emergency of work.
- VII. The contractor has to remain in closed contact with Engineer In Charge of work who in turn shall issue detailed instruction for the commencement of the work.
- VIII. The contractor has to maintain site register covering all aspects of material Received / utilized for day to day work and has to obtain signature of Engineer In Charge.
- IX. The contractor will be solely responsible for any accident/damage either to equipments or any human being during the time of execution of work.
- X. Contractor will have to make his own arrangement for required all kinds of tools, tackles, required for the execution of work.
- XI. The cost of damages, if any will be recovered from the Contractor's bill. The assessment of which will be done by Engineer In Charge in consultation with division office, and his sole discretion and his decision shall be binding to the contractor and shall be considered as final and unchallengeable.
- XII. After completion of the work, all the surplus materials issued by the PGVCL shall be returned by you to the respective Sdn. of the PGVCL as per instruction of Engineer In Charge at your cost.
- XIII. If the work is required to be carried out during fix outage then the contractor has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which Company shall be at liable to deduct the amount of revenue loss due to prolong outage.
- XIV. The contractor shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer In Charge.
- XV. The period of the contract will be of one year & PGVCL has right to extend the period of contract for further one year with same terms and condition in concurrence with Bidder. As well as, also PGVCL have also right to extend the period of contract for further three months with same terms and condition without concurrence with bidder, in company interest work. Similarly PGVCL has right to terminate the contract without showing any reason with one month notice.
- XVI. All the materials issued by PGVCL shall be transported to the work site in same day and to be preserved in safe custody failing to which PGVCL shall initiate Police action. Similarly as per instruction of Engineer In Charge, you have to credit the material at PGVCL store without any loss of time failing to which PGVCL shall initiate Police action.
- XVII. The contractor has to follow all labor laws, safety rules and regulations. The PGVCL does not take any responsibility in case of accident or injury to the workers. The safety, security of men, materials and equipments shall be sole responsibility of the contractor.
- XVIII. The bidder shall specifically note that PGVCL will not pay any extra amount towards

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any type of claim except for the description indicated in Schedule –C. The party has to carry out all other additional required activities / work as directed by Engineer In Charge which is not mentioned in Schedule but required to be completed as per the site condition and for this work no extra payment shall be made by PGMVCL.

XIX. The quantity mentioned in scheduled – C is approximate. The payment will be made as per actual work carried out.

12) PAYMENT OF SECURITY DEPOSIT ::

Security Deposit will have to be paid by successful bidder 5% (Five percent) of the total contract price within 7 days after receipt of LOA at City Division Office-1 , PGMVCL, Rajkot The amount will be paid in cash / DD or bank guarantee. The bank guarantee of nationalized bank shall be valid up to 120 days after the completion of the entire contract work period.

13) AGREEMENT & BOND ::

As per company's rule an agreement on stamp paper of appropriate value is to be done in the prescribed form after the receipt of LOA within 15 days. The conditions, specifications, price-schedule and contract work booklet are to be signed by the bidder. The agreement will be done by Executive Engineer, City Division Office-1, Rajkot behalf of PGMVCL. You have to execute bond of value as per norms. The cost Rs.100.00 of the Stamp Paper will have to be borne by the contractor.

14) P.F CODE ::

The contractor shall have a separate provident fund code of RPFC and the Contractor who do not possess separate P.F.Code shall not be considered for acceptance of tender. Contractor has to submit such certificate showing separate P.F.Code along with tender.

15) SOLVENCY ::

Bidder will have to submit latest solvency certificate equivalent to 20% of tender amount from scheduled Bank as per prevailing Govt. Gujarat Norms. (Not more than three months old.).

16) SUBMISSION OF BILLS ::

You should have to submit the bills regularly in triplicate along with relevant documents wherever applicable, to the Executive Engineer, PGMVCL, Division Office-1, concern through respective of sub-division office. If you are late or not submitting the bills within time limit, PGMVCL is not responsible for late OR non payment of the bills.

17) PAYMENT TERMS ::

Payment will be done on monthly basis. You will have to submit bill at the end of a month for work carried out during the month. Bill will be checked by Dy. Engineer of concerned sub-division processed for payment as per procedure of P.G.V.C. Ltd. Payment will be made within thirty days of receipt of the bill duly certified by Dy. Engineer concerned S/Dn. from concerned division office.

18. Stop deal / Black listed contractor / supplier in GUVNL or its any subsidiary company should not be participated in tender competition, if found the offer of the contractor / supplier should be out rightly rejected.

19. Contractor / Supplier has to submit a certificate at the time of submitting his offer stating that he is not stop deal / black listed contractor / Supplier in GUVNL or its any subsidiary company.

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AGREEMENT

This agreement is made at Rajkot on the _____ Day of _____ between _____ (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 PGVCL having this Head Office, At Nana Mava main road, Laxminagar, Rajkot (hereinafter called "The PGVCL" which expression shall unless excluded by or repugnant of the context include its successors of assigns) of the other part.

Whereas the aforesaid PGVCL has accepted the tender of the aforesaid contractor for _____, as per PGVCL's LOA Order No _____ hereinafter called "The works" and more particularly described enumerated or referred to in specifications, terms and other letters and schedule or price which for the purpose of identification have been signed by The Executive Engineer PGVCL, City Division-2, Rajkot on behalf of the PGVCL, 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 PGVCL has accepted the tender of the contract for _____, 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 there form respectively or are reasonable necessary for the completion of the work as mentioned and at the time in the manner and subject to the terms and conditions and stipulation contained in this contract and in consideration on the due provision, executions, contusion and completion of the work agreed to by the contractor as aforesaid the PGVCL both hereby convenient with the contractor to pay all the claim of money as and then they become due and payable to the contractor under provision of the contract such payment to be made at such times in such manner as is provided by the contract.

The conditions and convenient stipulation herein before in this contract are subject to and without prejudice to the right of the PGVCL to enforce for delay and or any other right to reject and cancel on defaulter breach by the contract of the conditions and the convenient as stipulated in the general conditions specifications form or tender schedule drawing etc. attached with the PGVCL Order No LOI Order No. _____.

The contract value extent of supply delivery dates, specifications as other relevant matters may be altered by mutual agreement and if so altered shall to be deemed of 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.

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SCHEDULE

List of documents forming part of the contract: -

- 1.
- 2.

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 behalf on the presence of name
And address:

Witness (1)

Witness (2)

1.Signed sealed and delivered by for
And on behalf of PGVCL.

Witness (1)

Witness (2)

Signature of Tenderer

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INDEMNITY BOND

In consideration of the Paschim Gujarat Vij Company Limited hereinafter known as the Vij Company having given contract for the work of _____ as per Work Order _____ And all future contract that may be awarded to me in the next one year and in terms of the condition in Clause 33 of the Vij Company tender and contract for work.

I, _____ residing at Rajkot City by this Bond bind myself responsible for and shall pay compensation to my workmen payable under the workmen's compensation Act-1923 (viii of 1923) hereinafter called the said Act for death or injuries caused to the workmen engaged by this presents, if such compensation is paid by the Vij Company as principal under such Sub-Section)1) of Section 12 of the said Act on behalf of me, to pay such amount of compensation on demand within 48 hours to the Vij Company that it might have to send as legal and other incidental charges in defending any suit or action arising out of the death of injuries in regard to compensation paid to the workmen or heir of the deceased workmen.

For the condition of the said written bond is such as a suit or action arising out of the death on injuries to the workmen engaged by me. During the execution of the work of said contract and all future contracts that may be awarded to me in the next one year is filed by the worker against the Vij Company.

I, _____ shall reimburse to the Vij Company such sum that the Vij Company is required to the spend as legal and other incidental charges in defending such suit or action and also the amount that may be ordered to be paid to the worker/or his heir as compensation and that the above written bind shall remain in full force and virtue till the Vij Company is required to defend such suit or action filed by the workers and or heirs against the Vij Company.

Signature of the Executant

Signature of Tenderer

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Witnesses: -

(1) _____

(2) _____

SCHEDULE – “ B “

PRICE-BID

Note :Only Quotation / rates for the same submitted in online “Price bids”. only

**Executive Engineer
PGVCL, CITY DIVISION-1, RAJKOT.**

Signature of Tenderer

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Date:

Place: