



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.pgvccl.com

TENDER NO: - BVNC-24/2020-21

COMMERCIAL TERMS AND CONDITIONS

1. The tenderer should thoroughly read all the following clauses before submitting their tender. The copy of the Commercial 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, 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 of the company to take 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. **Tenderers should furnish the documents and details as specified in DOCUMENTS TO BE ENCLOSED AS PER SCHEDULE A.**

4. TENDER FEE:

Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of CASH / Demand Draft / Banker's Cheque; otherwise offer will be ignored outrightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Paschim Gujarat Vij Company Ltd.", Payable at Bhavnagar.

Signature of Tenderer

Company's Round Seal

Date:

Place:



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The tenderers can pay the tender fee in CASH (Upto Rs. 10,000/-) at, "Paschim Gujarat Vij Company Ltd. (PGVCL), Circle office, Bhavnagar Cash counter during working day between 11.00 A.M. to 02.00 P.M. and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and enclose the copy of Money receipt in the EMD cover.

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

5. 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 favor of the Paschim Gujarat Vij Company Ltd. of any Scheduled / Nationalized Banks in Bhavnagar. It can also be furnished by way of an irrecoverable Bank Guarantee from any 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 date of submission of the Bid of the Tender.

All the Participants will have to pay EMD compulsory, as specified in tender notice / Documents, failing which the "Bid" will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of opening of Preliminary / Technical Bid.

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 below clause no.16.

EMD of the unsuccessful Tenderers, if paid will be returned within 30 days from the date of placing of the order to the successful Tenderer(s) on application of refund of EMD along with original Receipt of EMD.

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

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6. TENDER ENVELOPES

Tender should be in two bids.

- 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 (i) EMD envelope & (ii) Technical bid envelope.

A. EMD COVER

- a. The EMD envelope should contain documents towards payment of Earnest Money Deposit (EMD) & Tender Fee. First the EMD envelope 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. **This Sealed Cover should be written as " COVER OF TENDR FEE/ EMD "**

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 (Sr. No. 1 to 10)

This Sealed Cover should be written as " TECHNICAL BID COVER "

7. Technical bid should be submitted simultaneously along with separate EMD cover in the respective envelopes and super scribed accordingly (duly sealed), so as to reach this office on or before due Date as specified in the tender notice through RPAD / Speed post only. Please note that physical technical bid received after the due date and time will not be accepted and the offer will be ignored out rightly.

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Special terms and conditions

[1] The tender pertains to the transportation of PSC poles of 8 Meter long of the estimate quantity in the Schedule-'B' for a period specified in Schedule 'A' or till the poles quantity shown in schedule 'B' is fully transported, whichever is earlier.

"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.

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.

[2] Validity of tender shall be for a period of 180 days from the date of opening the Tenders and may be further extended to 30 days by PGVCL if require and all the tenderer shall be bound to execute the work with quoting rate in this tender.

[3] The contractor has to cart all the poles allotted / instructed to cart within that month, no poles should be lapse, otherwise Company reserve right to take penalty action as per clause No. 10-A/B or as decided by competent authority.

[4] The location to which the poles are to be transported from the pole factories shall be decided by concerned engineer or representative under their jurisdiction.

Any poles carted to the place/location other than the destination specified in the IR / MO/ gate pass, such poles shall be re-carted by contractor to the location/destination specified in the IR / MO / gate pass In the event of failure of the contractor to do so, it

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will be carted either by the Company or through other agency and at the risk and cost of the contractor.

[5] The rates quoted by the contractor shall be inclusive of loading of poles at the factories, transportation of poles from factory to the destination as directed by the concerned engineer of the Company and unloading and stacking the same at destination in good condition.

*Contractor shall have to cart & unload poles **at maximum 4 different destinations per 20 poles** as per instruction of engineer-in-charge if it falls in same route.*

[6] Contractor shall be solely responsible for damages if any caused to the poles during loading, transporting, unloading and stacking the poles at the site. The cost of damages to the poles if any shall be recovered from the contractor. The field officer of the Company in whose jurisdiction the poles are carted will fix the cost of such damages. His decision shall be treated as final.

[7] The date of issue of Letter of Acceptance/work order will be treated as date of commencement or the commencement date given by order placing authority and the entire quantity is to be transported within time limit.

[8] The contractor shall have to transport the poles every month as per allotment of poles from the concern pole factory. The quantity of poles and destination to which the poles are to be transported shall be intimated by Company's office from time to time.

[9] It must be clearly understood that the estimated quantity of poles indicated above are approximate and that they are likely to be increase or decrease or to be nil any month or at any time of the contractual period. The actual quantity to be transported will entirely depend upon actual availability/requirements of poles by the Company from time to time. The Company's officer reserves the right to increase or decrease the quantity of poles to be transported or delayed any item either partly or wholly during the contractual period. The payment of such work will be based on the offered rates and measurement of work which actually done. No increase in rates will be allowed for such increase or decrease in quantity.

[10-A] If the contractor fails to transport the poles allotted during any month as directed by the Company's officers, the Paschim Gujarat Vij Company Limited reserves the right to transport these poles through any other agency or departmentally at the risk and cost of the contractor without giving any notice or observing any formalities in this regard and in that case any expenses that may be incurred in excess of the sum which would have been paid to the original contractor if the said work had been executed by him shall be borne and shall be paid by the original contractor. The contractor will have no claim for compensation for any loss sustain by him owing to such action.

[10-B] Also the Company reserves the right at the discretion of competent authority of the Company to impose penalty @ 1/2% per week or part thereof plus GST subject to

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a maximum of 10% plus GST on the amount of pole not carted in stipulated time. For working out the penalty, the material requisitions remained uncarted will be considered. If this is a backlog, the same shall also be counted. Provided always that the delay in carting by the contractor will be condoned on account of non-availability of PSC poles or due to unforeseen circumstances on his furnishing satisfactory reasons and/or production of documentary proof thereof.

[11] The contractor shall have to enter into an agreement and indemnity bond with the Company on stamp paper of appropriate value in the prescribed form whose cost shall be borne by the contractor.

[12] QUANTITY DISTRIBUTION:

The Company shall decide to consider nos. of bidders for placement of order, at its own discretion however L-1 party will get heavy weightage in order placement considering his pole carting capacity.

In case of placement of orders more than one bidder, the company reserves the right to review and redistribute the issued ordered quantity at any time on the basis of performance of contractors.

[13] PAYMENT OF CARTING BILLS:

(A) The payment of poles carted in any trip will be paid for the stage of farthest destination.

(B) Payment beyond 60 Kms will be paid on "per pole per Km basis" or fixed charges for 31 to 60 Kms whichever is higher.

The contractor has to submit monthly bill along with relevant documents and the payment shall be made by the Executive Engineer (O&M) of concern Div. based on the certificates of the sub-division offices for whom the poles are carted. With transected IR/MO submitted in R.A.Bill for NOC of S/dn.

[14-A] TERMINATION OF THE CONTRACT In case the contractor fails to cart the requisite number of PSC poles as allotted from time to time within the specified period of delivery or any retention thereof the Engineer-in-charge shall exercise his discretionary powers either

(i) To recover from contractor, damages by way of penalty as stated in the clause 10 above or

(ii) to entrust the work of carting elsewhere after giving due notice to the contractor on account of and at the risk of contractor without canceling the contract in respect of the unexecuted work or

[14-B] In the event of Company taking action under clause no.14 (A) (i) or (ii) stated above the contractor shall be liable for any loss if the Company may sustain on that account but the contractor shall not be entitled to any gain on such account made against his default.

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[15] The loading and unloading of the PSC poles shall be done with two points lifting and single point lifting will not be allowed under any circumstances.

[16] **Security Deposit:-** The contractor has to pay 5% of work order value towards the security deposit within 15 (Fifteen) days of issuance of LOA. If the contractor fails to pay the Security Deposit within the stipulated time then the Company reserves the right to forfeit the Earnest Money Deposit and terminate the contract after giving 15 (Fifteen) days notice in writing to pay the Security Deposit as per work order.

[17] The Company may need to cart huge quantity of poles in short times in special circumstance then Company reserve the right to cart through other carting contractor without information to contractor to whom order is placed for particular pole factory.

[18] The Company may place the work order with two different agencies in respect of tender inquiry and reserve the right to share the quantity of poles between two agencies at discretion of PGVCL.

[19] The poles for carting will be available to the carting contractor from the pole factory during working hour of pole factory as directed by Company's in charge officer.

[20] It will be the responsibility of the contractor to send SMS through mobile phone to consignees as soon as the poles are loaded in the truck for transportation so that contractor may get receipt of poles from concerned consignees early.

[21] In case, poles lifted from pole factory do not reach at proper destinations/site and found missing or broken then the cost of such pole will be recovered from the carting contractor without any further reference at standard price.

[22] The recovery of broken PSC poles found at site the same should be got jointly inspected by concern EE and his report will be final and bound to the contractor and accordingly recovery of broken poles will be made as per Company's rule.

[23] **Rate escalation clause:** Due to increase in the rate diesel per liter increase or decrease of diesel rate declared by the Government, the rate will be increased or decreased as under:

(a) 1st stage (0 to 30 Kms.):-

The rate will be increased or decreased per pole by 25 (Twenty Five) paisa on every increase or decrease in the rate of diesel price by 1 (One) Rupee per liter.

(b) 2nd stage (Above 30 to 60 Kms.):-

The rate will be increased or decreased per pole by 55 (Fifty Five) paisa on every increase or decrease in the rate of diesel price by 1 (One) Rupee per liter.

(c) 3rd stage (Above 60 to 100 Kms.):-

The rate will be increased or decreased per pole per KM by one paisa on every increase or decrease in the rate of diesel price by 50 paisa per liter.

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- (d) For escalation of rate, basic rate of diesel per liter will be considered as on date of last date of submission of tender and same will be mentioned in LOA / W.O.
- (e) For price variation in diesel price, the rate of diesel will be considered prevailing on 1st day of the month.

This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.

[24] Conditional tender will be outright rejected.

[25] In emergency and urgent need of poles, the contractor shall engage big capacity trucks to cart the pole in mass quantity.

[26] Repeat Order: - The PGVCL reserve the right to place repeat order up to 25% of the original work order amount, at the same Price, Terms and Conditions stipulated in the tender/original contract within contractual period.
In special circumstances PGVCL reserve the right to place repeat order up to 100% of the original work order amount, at the same price, terms and conditions stipulated in the original Contract, as mutually agreed upon.

[27] Taxes: - The rates are excluding all taxes.

[28] EPF Code / norms should be submitted and followed by contractor

[29] Pole carting truck should be separate for each pole factory. If it is found that the detail of truck submitted in tender, runs under order of some other pole factory, the tender will not be acceptable.

Truck should be loaded with specified capacity, as per rules of RTO.

[30] Price evaluation: - Rates to be quoted for various stage considering approximate quantity shown in schedule B, The lowest rates will be decided on the sum of all three stages.

The tenderer have to quote fix rate per pole for 1st and 2nd stage of pole carting i.e., 1st stage: - 0 to 30Kms. distance

2nd stage: - above 30 to 60Kms. distance.

For the 3rd stage i.e., above 60 Kms. of pole carting the rate will be considered per pole per Km.

The stage wise quantity shown in tender is tentative and to consider for price evaluation only, it may increase or decrease up to any extent as per company's requirement and no claim in this regard will be entertained.

[31] Toll tax will be reimbursed by PGVCL on production of proof up to satisfaction of official of PGVCL; if presented at the time of passing of bill of carting of PSC pole.

[32] The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative if any, who has been authorized by

Signature of Tenderer

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Date:

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the Tenderer to do liaison work with PGVCL on their behalf. Only one Authorized Representative is allowed.

[33] Tenderer should invariably fill up all the details of this tender document. This is mandatory and also should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper.

[34] If the Tenderer fails or defaults in execution of the orders placed or if PGVCL suffers any financial loss due to this, then PGVCL will be at liberty to adjust the amount from other orders of the same firm or by forfeiting the security deposit.

[35] All the tenderer must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.

[36] 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. Bhavnagar.

Signature of Tenderer

Company's Round Seal

Date:

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ON STAMP PAPER OF RS.300/-

FORM OF BANKER'S UNDERTAKING

[For Security Deposit as per clause no.16 of commercial terms and conditions]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the **PASCHIM Gujarat Vij Co.Ltd.** Or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in _____ words) Rupees _____ to the said **Paschim Gujarat Vij Co.Ltd** on behalf on M/s. _____ who have entered into a contract for the supply/works specified below:
LOA No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOTWITHSTANDING" anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____.

Place:
Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	SIGNATURE OF THE BANK'S AUTHORISED SIGNATORY WITH OFFICIAL ROUND SEAL
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Signature of Tenderer Company's Round Seal Date: Place:



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TENDER NO.: BVNC-24/2020-21

DOCUMENTS TO BE ENCLOSED IN TECHNICAL BID COVER

Following documents as applicable are to be attached in single copy.

Sr. No.	Document to be submitted	Enclosed Copy
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 Notarized copy of power of Attorney in favor of a person authorized to sign tender documents	YES / NO
4	All Amendments duly signed and sealed. (if any)	YES / NO
5	Vehicle ownership documents, vehicle insurance detail and RTO registration certificate	YES / NO
6	Employee Provident fund certificate	YES / NO
7	Photocopy of PAN Card	YES / NO
8	Solvency certificate issued by scheduled bank of RBI	YES / NO
9	List of Partners in case of partnership firm	YES / NO
10	List of successful orders executed in GUVNL and their Subsidiary companies, i.e. PGVCL/MGVCL/UGVCL/DGVCL.	YES / NO

Signature of Tenderer

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ANNEXURE - 1 DETAILS OF THE FIRM

Bidder may MANDATORILY fill all the details in this form.

TENDER NO.: BVNC-24/2020-21

Firm Name			
Address of	Registered Office	Factory / Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos. (Office)			
Fax Nos.			
STD Code.			
Mobile No.			
Email			
Specimen signature			

Signature of Tenderer

Company's Round Seal

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ANNEXURE - 2

(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.:

(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

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SCHEDULE - B

Tender for Carting of 16,000/- Nos. of 8mtr/200Kg PSC Poles from Talaja Pole Factory and any other pole factory of PGVCL to any location of PGVCL.

TENDER NO.: BVNC-24/2020-21

The schedule rate mentioned below shall be of 8mtr/200Kg Meter long PSC poles inclusive of loading, carting, unloading and stacking at site from Talaja Pole Factory and any pole factory under PGVCL to various destination of PGVCL.

Sr. No.	Particular	Approx. Quantity	Rate in figure	Rate In word	Unit	Total Amount in Rs.
01	Carting of 8 Mt X 200 Kg PSC Poles from Talaja pole factory or any pole factory under PGVCL to various destination of PGVCL.	16000 Poles				

NOTE:

Rate escalation shall be allowed for all 3 (Three) stages as per commercial terms condition Cl. No. 23.

Above format is shown for reference only to quote the online price bid. Not to submit in physical document submission

Signature of Tenderer

Company's Round Seal

Date:

Place: