



**PASCHIM GUJARAT VIJ COMPANY LTD**

Reg. & Corporate Office, "Paschim Gujarat Vij Seva Sadan"  
Off, Nana Mava Road, Laxminagar, Rajkot - 360 004  
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Email: info.pgvcl@gebmail.com; Web site: www.pgvcl.com

PGVCL/Project/PMA/ 1346

Date : 03/12/2015

By Email / RPAD

Acceptance of Tender

TO, M/s Electrical Research and Development Association (ERDA) Makarpura Industrial Estate Vadodara-390010	Email address : Nitindoshi@erda.org & sailesh.modi@erda.org  Phone number : 9820719041,9978940925
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**Subject: Appointment of Project Management Agency to assist PGVCL in Gujarat for Implementation IPDS and DDUGJY**

Reference:-

- (1) Our Tender No. PGVCL/Project/IPDS-DDUGJY/40
- (2) Our LOA Number: PGVCL/Project /1028 date 08.10.2015
- (3) Bank Guarantee number: 1565/ILG/37/2015 date 20.10.2015 Valid up to 19.10.2018

Dear Sir,

We are pleased to appoint a Project Management Agency to assist PGVCL in Gujarat for implementation IPDS and DDUGJY as per the conditioned mention in following Documents of A/T.

The total value of the project is Rs 2,49,75,791/- (Two crore forty nine lacs seventy five thousand seven hundred ninety one)

You had submitted the Bank Guaranty as per reference number (3) against security deposit (10 % of order value i.e. Rs 2497580/-) and executed the agreement On dated 26.10.2015.

Schedule A shows the item wise breakup of the project cost.

- I. Section 1 : Scope of work & General Condition
- II. Section 2: Commercial Terms and Conditions And legal terms and Condition
- III. Section 3 : Schedule A

Section I:

1.0 Scope of Work:

- Preparation and formulation of Detail Project Report (DPR)
- Assist PGVCL in preparation of tender documents for appointment of turnkey contractor
- Assist PGVCL in bidding process (including pre-bid meetings etc) and technical evaluation of bids
- Assist the PGVCL for placement of letter of award and related activities
- Assisting PGVCL in preparation of detailed work implementation schedule in association with turnkey contractor
- Coordination & monitoring of project implementation activities
- To monitor DPR wise monthly physical & financial progress of the scheme prepare a consolidated report & submit to PGVCL for onward submission to nodal agency
- Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with PGVCL & Project Implementation Agency (contractor)
- To assist PGVCL in addition of the created assets to their asset register
- Recommended the claim of PGVCL for fund release from Nodal agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
- Submit a report to Nodal Agency, regarding Project Completion and expenditure incurred along with recommendation in accordance with the guidelines
- To assist PGVCL in supervision of flow of funds in dedicated bank account of projects.
- To prepare a Quality Assurance (QA) Plan with the approval of the PGVCL.
- Field Quality inspection of ongoing / completed works
- Joint inspection (along with representative of state utility / PGVCL) of material at site on sample basis i.e. 10 % of major materials (Poles, Conductor, Meters, Transformers, Cable etc.)

- Assisting PGVCL in timely updation of information on PGVCL/ Nodal agency Web portal
  - Periodic reporting to the Project Management cell of PGVCL
  - Compilation & analysis of PGVCL level AT&C data on quarterly basis
  - Any other works as may be required to achieve the objectives of the scheme.
- 2.0 Coordination with Nodal Agency MOP and any other works as may be required to achieve the objectives of the scheme.
- 3.0 Guideline of PFC and REC is to be applicable time to time. Also instruction from PFC & REC for IPDS & DDUGJY during the contract period is also to be applicable.
- 4.0 The primary goal of the PMA is to monitor implementation of efficiency improvement program/projects and report the progress to PGVCL management to assist in priority based decision making.
- 5.0 Man Power Deployment:
- You have deployed a suitable task force of well-qualified and experienced designated person as per the details given in tender. The name of the persons is to be deployed for completion of services included under the scope of this specification, along with their relevant experience and curriculum vitae.
  - All the designated persons have to be stationed on full time basis at PGVCL defined head-quarter for every person each for related activities and to be to be stationed accordingly. They will take prior permission before leaving headquarter.
  - Your team shall be available at the head quarter on all working days defined by PGVCL. The onsite team shall be eligible for weekend offs and other national/gazetted holidays. However they may be required to work and be present on holidays, as and when required.

## 6.0 Technical establishment and Coordination:

- You have to establish your offices including deployment of requisite manpower separate for IPDS and DDUGJY, required vehicles and other infrastructure at head quarter defined by PGVCL on continuous basis & at circle/district level on requirement to oversee the project in the entire circle/district and ensure the smooth interface with utility and contract for day to day affairs.
- All the designated persons are to be resourcefully deployed and equipped with I.T. infrastructure i.e. Lap-top Computers, internet connectivity and mobile communication exhaustively at their own cost.
- Required vehicles to be deployed by you throughout the project period for the required activities as per scope of work incl. site survey, verification, inspection, meeting, training etc. in PGVCL area. And the maintenance and running cost of the same is to be borne by you.. No vehicles will be provided by PGVCL.
- You have to conduct and attend exhaustive meeting, training and other programs related to the project work and activities time to time as per project requirement.
- It is your responsibility to make arrangements for the engagement of all the required personnel and for their wages, payment, housing, feeding, safety measures, training, transport and any other employee facilities.

## 7.0 Security Deposit:

You have paid the security deposit of 10 % of order value of Rs 24,97,580/- as a bank guarantee No 1565/ILG/37/2015 dated 20.10.2015 Indian Overseas Bank Validity up to 19.10.2018 /-

The Security Deposit will be returned to the Contractor without any interest at the end of scope of work.

## 4.0 Local Condition :

You should be fully conversant with all local conditions and factors which may have any effect during the project period.

## 5.0 JURISDICTION OF CONTRACT :

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

## 6.0 COMPLETION PERIOD:

Time limit of the contract is 33 months.

6 months: For Project formulation and award

24 months: For completion of works under the scheme

3 months: For associated activities after completion of works under the scheme  
If project is extended under the circumstances granted by the MoP,  
PMA shall provide his services during extended period without any  
financial implication

7.0 During this AT Period all mandatory license must be effective /renewed.

## Section: 2: Commercial Terms and Conditions & Legal terms and condition

### 1.0 Compliance with Laws:

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

### 2.0 Establishment and Coordination:

- a. PMA has to establish their offices including deployment of requisite manpower separate for IPDS and DDUGJY, vehicles and other infrastructure at head quarter defined by PGVCL on continuous basis & at circle/district level on requirement to oversee the project in the entire circle/district and ensure the smooth interface with utility and contract for day to day affairs.
- b. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all the required personnel and for their payment, housing, feeding, safety measures, training, transport and any other employee facilities.
- c. The Contractor will be expected to employ on the Work only his regular skilled employees with experience of the particular type of Work. No female personnel shall continue with the work after darkness. No person below the age of eighteen years shall be employed.
- d. In case, the Employer becomes liable to pay any wages or dues to the personnel or any Government agency under any of the provisions of the Minimum Wages Act,

Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission and commission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's bills.

### 3.0 Penalty for delay in the completion of Work:

For any delay in providing service or activity as per tender condition and time to time guidelines by PFC & REC as well as other all activities with submission of report beyond stipulated completion period defined by PGVCL, penalty at the rate of 0.5 % per week of delay or part thereof shall be levied subject to the ceiling of 10 % maximum of the work order value (end cost).

The Penalty per resource would be imposed in case of exit/replacement of resource from the period within below mentioned period starting from the date of deployment of respective resource: :

1. Within one year – Rs 1,00,000 (Rupees one lacs)
2. After 1 year-Rs 25000 (Rupees twenty five thousand)

- In case of absence (apart from allowed leaves) of a resource during project period a penalty of Rs 1000 /- per working day per resource will be levied for such absence.

### 4.0. Accidents:

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed of the Contractor or his sub Contractors during the contract period.

### 5.0. Insurance:

The Contractor shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer other than the Works arising out of the performance of the Contract and occurring before the issue of the last Defect Liability Certificate. Such insurance shall be affected before the Contractor begins any Work on the Site. Copy of insurance is required and bidder should be submitted.

### 6.0 Force Majeure.

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

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

- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- e) Neither party shall be considered to be in default nor in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
- f) If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- g) Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.
- h) If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

7.0. Taxes and Duties:

The PMA and the personnel shall pay the taxes duties fees levies during contract and PGVCL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

Statutory deduction will be made as per applicable rules & rates for TDS, service tax & welfare cess etc. (if applicable as per service tax reverse charge mechanism w.e.f. 01.07.2012, applicable service tax amount on part of service receiver liability will be deducted from the party's bill) All other statutory liabilities towards will be on the part of contractor. No statutory variation will be allowed.

1% welfare cess will be deducted from contractors each bill by PGVCL to pay the same to the respective Govt. Department.

#### 8.0. Compliance of Laws

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

#### 9.0. Payment Terms:

- a. 10 % as Mobilization advance
- b. After one month of commencement, 80 % in phase manner of total eight emulations i.e. 10% each at the end of every four months period.
- c. Remaining 10 % may be released after 3 months of completion of works and release of final installment of grant to the utility by nodal agency
- d. If project is extended under the circumstances granted by the MoP, PMA shall provide his services during extended period without any financial implication.
- e. All the payment will be made after submission of necessary document relating to PF/wages act.

#### 10.0 Arbitration

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

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

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



## 11.0 Employment of Labour

(a) Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

(b) Contractor shall maintain a valid labour license under the Contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.

(c) In case PGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, PGVCL may make such payment and shall recover the same from the Contractor's bills.

## 12.0 PROVIDENT FUND AND FAMILY PENSION SCHEME

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

## 13.0 DEPOSIT LINKED INSURANCE SCHEME

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

## 14.0. ADMINISTRATIVE CHARGES

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

#### 15.0 PAID LEAVE FACILITY

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

#### 16.0 Workmen's Compensation and Employer's Liability Insurance

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

#### 17.0 wages to be Paid & Time of Payment etc. by the Contractor

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

#### 18.0 Secrecy:

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of PGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to

the technical specifications, drawings and records are reserved by PGVCL only and no part or partial should be reproduced, copied or alter without prior permission to PGVCL in writing. In the event of the breach of this provision, PGVCL can claim the damages caused by such events.

**19.0 Removal or Replacement of Personal:**

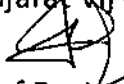
For any reason beyond the reasonable control of consultants, it becomes necessary to replace any of the personnel, the PMAs shall forthwith provide as a replacement a person of equivalent or better qualification.

If PGVCL finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or dissatisfied with performance of any of the personnel, on request of PGVCL, PMA shall provide a person with qualification and experience acceptable to PGVCL

Please acknowledge receipt of this A/T on your Company's Letter Head within Seven Days of receipt of the A/T

All the correspondence on Company's letter head / paper on the subject be addressed to CE (Project) & CNO (RAPDRP), PGVCL,  
Corporate office, Rajkot- 390 005.

Thanking you,

For and on behalf of  
Paschim Gujarat Viji Company Limited,  
  
Chief Engineer (Project)

Enclosed: Schedule – "A"

Cfwcs.to:

- (1) EA to MD Corporate Office PGVCL Rajkot
- (2) Executive Director Zonal Office Bhavnagar

Copy to :


- (1) General Manager (F&A) Corporate Office PGVCL Rajkot
- (2) Chief Finance Manager Corporate Office PGVCL Rajkot

Schedule A

Subject: Appointment of Project Management Agency to assist PGVCL

Sr No	Description	Estimated Total Amt. (INR) ( Incl. all taxes) in Rs
1	Appointment of Project Management Agency for IPDS scheme	1,40,74,528
2	Appointment of Project Management Agency for DDUGJY scheme	1,09,01,263
	Total	2,49,75,791

in Gujarat for implementation of IPDS and DDUGJY—

  
Chief Engineer (Project)  
PGVCL Corporate office  
Rajkot