

**CHIEF ENGINEER/RE&APDRP
F-2 SHAKTI VIHAR, PSPCL, PATIALA.**

Pre-NIT Meeting

PSPCL is in the process of floating NIT for execution of works for 22 No. Towns of Punjab under R-APDRP(Part-B) Project and later on for works under IPDS & DDUGJY (Deen Dyal Upadhyay Gram Jyoti Yojna) schemes of MoP/Gol. To discuss the various Terms and Conditions of the Tender Specifications, a Pre NIT meeting is proposed to be held on 11.03.2015 at 10.30 AM at Conference Hall, TTI Complex, Shakti Vihar, Patiala.

Interested prospective bidders are requested to attend the meeting for offering their valuable comments/suggestions on the proposed various Terms and Conditions of Tender Specifications. The detailed Tender Specification is attached herewith for ready reference.

For more information, contact Add. SE/Works, RE&APDRP. Mobile: 96461-19101

-sd-

SE/RE&APDRP(D)
PSPCL, Patiala.

(E-mail: ddapdrp@gmail.com)

SECTION-I

NOTICE INVITING TENDER (SPECIFICATION NO. /CE/RE&APDRP/2014-15)

E-Tendering Website –<https://pspcl.nprocure.com>

1. TENDER NOTICE (SPECIFICATION No. /CE/RE&APDRP/2014-15):

E-tenders are invited on behalf of PSPCL from A-Class electrical contractors who have worked on similar works of Government, Semi-Government, Power utilities for the supply, erection, survey, installation, testing & commissioning of the following works on turnkey basis under R-APDRP-Part-B project.

- i. Creation of new 66/11 KV grid substations along with associated transmission circuit lines with 85% loading after considering load growth for next three years.
- ii. Augmentation of 66/11 KV & 33/11 KV existing grid substations and augmentation of existing 66 KV, 33 KV transmission lines with appropriate size of conductor to achieve 85% loading after considering load growth for next three years.
- iii. New 66 KV and 11KV breakers.
- iv. New 11 KV lines with 100 mm²/ 80 mm² ACSR or of appropriate size XLPE/ AB cables on 11 Meters poles only keeping loading of the line up to 150 amps and voltage regulation within +/-6 %.
- v. Laying of underground Cables of 66KV, 33 KV, 11 KV and LT as per requirement/ availability of right of way.
- vi. Augmentation/ replacement of lines under size/ worn out ACSR conductor of HT Lines with 100 mm²/ 80 mm² or of appropriate size XLPE/ AB cables in such a way that loading of the line is up to 150 amps and voltage regulation 6 %.
- vii. Addition of new 11/0.433 KV DTs(25 KVA to 500 KVA), 33/0.433 KV (1000 KVA) into the system, De-loading of overloaded distribution transformers, Relocation of distribution transformers to load centres keeping 70% loading conditions and LT length 250 Meters.
- viii. Load balancing of DTs.
- ix. DLMS compliant DT meters on proposed DTs.
- x. Straightening of leaning poles, replacement of damaged 8/9/11 Meter poles, providing additional mid span 9/11 Meters poles and providing additional stay set on existing HT/ LT lines and 11 KV Distribution Transformers as per Standardization Instructions.
- xi. Re-earthing of all the existing distribution transformers with 2 no earths and re-earthing of all the existing 11 KV lines to achieve earth resistance values as per standardization instructions.
- xii. Replacement of defective 11KV G.O switches with new 11KV G.O switches/AB Switch.
- xiii. New Air Break switches as per IS are proposed to be installed on 11KV S/Stn of 200KVA and above.
- xiv. New LT lines with 100/80/50 mm² ACSR/ XLPE/AB cable of required size on 9 Meter PCC poles.
- xv. Augmentation/ Replacement of worn out/ under size ACSR conductor of LT lines with 100/80/ 50 mm² ACSR / XLPE/AB cable of equivalent sizes.

- xvi. Shortening of HT/LT spans by providing mid span 9/11 Meter poles as per Standardization Instruction.
- xvii. Shifting of consumer meters into 20 in 1, 4in 1, & 1in 1 pillar boxes/ MMBs.
- xviii. Replacement of electromechanical and defective meters with static energy meters.
- xix. New Ring Main Units and Fault Passage Indicators.
- xx. New Package Sub-Station of 11/0.433 KV of rating 630/990/1250 KVA.
- xxi. New guarding where ever required.
- xxii. Dismantlement of obsolete material and returning it to respective stores/TRY/ME labs.

The term Turnkey means the supply of material and its erection, testing and commissioning against all works.

The Town wise tentative amount of works is enclosed as **Annexure-A** of the Specification.

DOWNLOADING OF TENDER DOCUMENTS/OPENING OF TENDERS

Downloading of Specification / Tender documents from PSPCL website	Start Date	
	Closing Date	
Date, time & venue of Pre-bid conference		
Date & time up to which tenders shall be received		
Date & time of opening of tenders		
Cost of Specification	Rs. -- /- in the form of demand draft in favor of AO/Cash PSPCL payable at Patiala.	
Contact Person		

Note:

- i. Please note that tenders against this tender enquiry are being invited through E-tendering mode only.
- ii. Tender specifications can only be downloaded from website <https://pspcl.nprocure.com>. Details of E-Tendering are available on website www.pspcl.in.
- iii. The prospective bidders are requested to get clarification from this office and/or M/s. (n) code solutions (**Mobile No. 09915866332**) in case of any difficulty regarding uploading of tender well in time and no last minute request for extension in opening of tender on this account will be entertained.
- iv. The prospective bidders are requested to be extra cautious in filing the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.

- v. Manual tenders in any form/case will not be accepted except as mentioned otherwise in the specification.

2. SCOPE OF WORK :

Broadly scope of work under this project includes survey, reassessing & freezing of quantities, design, supply, and quality assurance, pre-dispatch testing, transportation storage, erection, site testing and commissioning etc. of following works on turnkey basis.

- i) Creation of new 66/11 KV grid substations along with associated transmission circuit lines with 85% loading after considering load growth for next three years.
- ii) Augmentation of 66/11 KV & 33/11 KV existing grid substations and augmentation of existing 66 KV, 33 KV transmission lines with appropriate size of conductor to achieve 85% loading after considering load growth for next three years.
- iii) New 66 KV and 11KV breakers.
- iv) New 11 KV lines with 100 mm²/ 80 mm² ACSR or of appropriate size XLPE/ AB cables on 11 Meters poles only keeping loading of the line up to 150 amps and voltage regulation within +/-6 %.
- v) Laying of underground Cables of 66KV, 33 KV, 11 KV and LT as per requirement/ availability of right of way.
- vi) Augmentation/ replacement of lines under size/ worn out ACSR conductor of HT Lines with 100 mm²/ 80 mm² or of appropriate size XLPE/ AB cables in such a way that loading of the line is up to 150 amps and voltage regulation 6 %.
- vii) Addition of new 11/0.433 KV DTs(25 KVA to 500 KVA), 33/0.433 KV (1000 KVA) into the system, De-loading of overloaded distribution transformers, Relocation of distribution transformers to load centres keeping 70% loading conditions and LT length 250 Meters.
- viii) Load balancing of DTs.
- ix) DLMS compliant DT meters on proposed DTs.
- x) Straightening of leaning poles, replacement of damaged 8/9/11 Meter poles, providing additional mid span 9/11 Meters poles and providing additional stay set on existing HT/ LT lines and 11 KV Distribution Transformers as per Standardization Instructions.
- xi) Re-earthing of all the existing distribution transformers with 2 no earths and re-earthing of all the existing 11 KV lines to achieve earth resistance values as per standardization instructions.
- xii) Replacement of defective 11KV G.O switches with new 11KV G.O switches/AB Switch.
- xiii) New Air Break switches as per IS are proposed to be installed on 11KV S/Stn of 200KVA and above.
- xiv) New LT lines with 100/80/50 mm² ACSR/ XLPE/AB cable of required size on 9 Meter PCC poles.
- xv) Augmentation/ Replacement of worn out/ under size ACSR conductor of LT lines with 100/80/ 50 mm² ACSR / XLPE/AB cable of equivalent sizes.
- xvi) Shortening of HT/LT spans by providing mid span 9/11 Meter poles as per Standardization Instruction.
- xvii) Shifting of consumer meters into 20 in 1, 4in 1, & 1in 1 pillar boxes/ MMBs.
- xviii) Replacement of electromechanical and defective meters with static energy meters.
- xix) New Ring Main Units and Fault Passage Indicators.
- xx) New Package Sub-Station of 11/0.433 KV of rating 630/990/1250 KVA.

- xxi) New guarding where ever required.
- xxii) Dismantlement of obsolete material and returning it to respective stores/TRY/ME labs.

NOTE:-

- i) Above Scope is indicative only. There is every likely hood that additional scope may be required due to techno-economical factors, day to day new technical advancement and practical problems which may come to fore during the period of execution.
- ii) **Any material/ equipment required for completion of the work shall be deemed to have been included in the scope of work.**
- iii) Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications & schedules, **their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which case the consequential changes in price shall be mutually agreed between the owner & you.**
- iv) PSPCL may at its discretion change the scope of the work to any extent viz. increase/decrease quantum of work & material/quantities mentioned in specification/work order etc., if required and even may increase/decrease allotment of work. The quantities can also vary at the time of actual execution.

3. DATE, TIME AND VENUE OF PRE- BID CONFERENCE:

As per provisions of tender specification, the complete tender document shall be uploaded on the PSPCL website i.e. on <https://pspcl.nprocure.com> for study by the prospective bidders and to suggest any modifications in the tender during the pre-bid conference which has been scheduled at 11.00 A.M. in ----- Patiala on dated -----.Any change in date, time and venue shall be subsequently intimated on PSPCL website. Based on the suggestions/feedback of the prospective bidders in the aforesaid bid, necessary amendment in the tender specification may be issued, if deemed appropriate by PSPCL.

4. COMPLETION PERIOD:

Successful bidder is required to complete the allotted work in a phased manner in 26 months(including two months for mobilization and joint survey) from the date of award of contract.

5. CONDITIONS:

- i) The bidders may download tender specification from PSPCL website <https://pspcl.nprocure.com> and send demand draft of Rs. -- /- in favour of Accounts/Officer/Cash, PSPCL Patiala as cost of tender specification .The demand draft towards cost of tender specification shall be sent to Dy.CE/RE & APDRP (Design), A-1, Shakti Vihar, PSPCL, Patiala. It shall be clearly indicated on the envelope, that DD of cost of tender specification is enclosed therein. **Tenders of bidders, which do not submit the demand draft towards cost of specification before the last date and time of bid opening, the same is liable to rejected.**
- ii) The bids shall be submitted in three parts i.e. Part-I consisting of EMD and cost of specification, Part-II Technical and Commercial bid and Part –III consisting of Price bid only. Details are given in tender specification.

- iii) Bids addressed to CE/RE&APDRP, PSPCL, Patiala must be delivered in the office of Dy.CE/RE & APDRP (Design), A-1, Shakti-Vihar, PSPCL, Patiala on or before 11.00 hours on dated -- **and** will be opened on the same day at 11.30 hours. If the office happens to be closed on the date of receipt/opening of bids as specified, the bids will be received/ opened on the next working day at the same time and venue.
- iv) The CE/RE&APDRP, PSPCL, Patiala reserves the right to refuse to issue the tender documents to any applicant and also can reject any or all tenders without assigning any reason and no claim on this account shall be accepted.
- v) **Earnest Money:** - The bidder shall be required to submit earnest money @ 2 % of total estimated cost of 6 schemes amounting to Rs. -- Crores in the shape of demand draft subject to a maximum of Rs. 10 Lac. The Demand draft representing earnest money should be in favour of Accounts Officer/Cash, PSPCL, Patiala, payable at Patiala.

Earnest money shall be forfeited in case of with drawl/modification of an offer within validity period, as required in the NIT/Tender Specification after opening of tender

In case of successful tenders, Earnest Money shall be converted as security deposit.

In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to the successful tenderer or after the expiry of additional/period whichever is later.

- vi) The Tenders as submitted should be valid for acceptance for at least 180 days from the date of opening of Part –III (Price Bid).
- vii) **PSPCL may at its discretion increase/decrease the quantum of work and material to any extent. The quantity may vary at the time of actual execution. After the award and before taking the work into hand the successful bidder will carry out a joint survey within in a period of 2 months (Mobilization and Joint Survey Period) with field officers not below the rank of ASE/Sr.XEn/DS and ASE/Sr.XEn/APDRP concerned for each work and complete it in all respects, freeze the network design along with each & every quantity and get it approved from the competent authority before the commencement of work. Quantities may vary to any extent but within the overall financial cap of particular DPR cost.**
- viii) Conditional tenders, telegraphic, through telex fax tenders, tenders not on prescribed forms or tenders without earnest money in the required shape shall not be accepted.
- ix) Tenders received after the due date and time shall not be entertained.
- x) **The tenderer must convey unconditional acceptance to PSPCL's 'Terms and Conditions' failing which their price bid shall not be opened.**

6 QUALIFYING CRITERIA:

A Bidder may be a private entity or a government owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an agreement in the form of a joint venture or consortium.

In the case of a Joint Venture:

- (a) All partners shall be jointly and severally liable, and
- (b) The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

In the case of a Consortium:

- i. Any members of a consortium cannot quote independently or be a part of any other consortium.
 - ii. One of the partners, responsible for performing a key component of the Contract, shall be nominated as Lead Partner.
 - iii. Bid submitted by Consortium shall include a copy of the Consortium Agreement or the letter of intent to enter into a Consortium with an undertaking signed by all parties stating that;
 - (a) all parties shall be jointly and severally liable, and
 - (b) nominating a lead partner who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and in the event, the Consortium is awarded the contract, during contract execution.
 - iv. In case of Consortium, either Partner of Consortium should have purchased the Bidding Document.
 - v. The bid shall be signed by authorized representative so as to be legally binding on all the partners.
 - vi. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of all other partner of the Consortium and the entire execution of the Contract including payment shall be done exclusively with the Lead Partner.
 - vii. The lead partner of consortium shall give Bid Security as a Lead Partner on behalf of the Consortium members.
 - viii. The lead partner of the consortium must have experience as mentioned in the qualification criteria of tender, should have adequate in house design & engineering infrastructure facilities, quality assurance and safety set up to carry out similar type of work.
 - i. Either partner of the consortium must be in possession of 'A'- class Electrical Contractor License. The bidders from outside Punjab may be registered with Chief Electrical Inspector anywhere in the country, but they have to register with Chief Electrical Inspector, Punjab within 2 months of award letter/LoI
 - ii. To achieve Technical qualification requirement, the works executed by various partners will be clubbed together.
- xThe tender specification shall be issued to all prospective bidders who apply for the same. However, the Price Bid will be opened of those bidders only who fulfil the qualifying criteria as under: -**
- a. The bidder should have 'A' class license from Chief Electrical Inspector, Punjab. The bidders from outside Punjab may be registered with Chief Electrical Inspector anywhere in the country, but they have to register with Chief Electrical Inspector, Punjab within 2 months of award letter/LOI.
 - b. The bidder will supply its Employee Provident Code No with Copy of EPF Registration duly attested by the Gazetted Officer/Notary along with their offer otherwise offer will not be accepted.
 - c. Every bidder shall produce along with tender a solvency certificate of 20% of total estimated cost of -- schemes amounting to Rs. --- Crores from a scheduled bank. If he fails to produce such a certificate, his tender will not be considered.
 - d. The bidder should have Income Tax, Sales Tax (VAT/CST) /Service Tax registration as required under the Rules.

- e. The bidder or any of his partners should not have been “Black Listed” by any utility / any state /central Govt. Department.
- f. The bidder should be preferably in possession of ISO certificate or better quality certification from any recognized International / National apex body.
- g. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of company be provided.
- h. Undertaking from the bidder that in case of award of contract to them they shall furnish a Labour License/ before the commencement of work.

In addition to above, the bidder should have following qualifications:-

xi FINANCIAL REQUIREMENT :

The bidder (Firm/Joint Venture/Consortium) must fulfill following:--

- i) Average Annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be 30% of the of the estimated cost (i.e. -- Crores)given as below:-

Requirement	Single entity	Consortium/Joint Venture		
		Each partner	Lead partner	All Partners Combined
Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year	100% of (i) above	15 % of (i) above	70 % of (i) above	Minimum 100 % of (i) above

ii) FINANCIAL RESOURCES:

The Bidder will submit last three years audited balance sheet and income tax statements and demonstrate statement access to, or availability of, financial resources such as working capital, liquid assets, unencumbered real assets, lines of credit and other financial means to undertake this project other than any contractual advance payments to be met.

Note: The photocopy of the certificate of turnover/ balance sheet duly authenticated by the Chartered Accountant and attested by the Gazetted Officer/Notary should be attached.

iii) TECHNICAL REQUIREMENT :

The bidder should have completed similar works of 100% of the package amount.

The bidder must also have minimum experience as follows:-

- a) 20% of 11 KV Distribution sub-station along with associated HV/LV lines, allied material.
And
- b) 10% of 33 KV or above Grid sub-station or 33 KV or above Transmission lines or both.

Similar works means execution of following works:-

Supply of materials, survey, erection, testing and commissioning of:-

66/33 KV or above Grid sub-station along with EHV line, 11 KV Distribution sub-station along with associated HV/LV lines, and allied material.

The period of 3 (three) years shall be counted upto the date of opening of the Bid. To substantiate the requirement mentioned above, the performance certificate from user is required to be furnished for the completed portion of the work.

The bidder will submit completion /commissioning certificate regarding the satisfactory execution and performance of works as required above which should be signed not below the rank of concerned Addl. S.E/Sr.Xen or equivalent rank and duly attested from the Gazetted Officer/Notary.

Note:- The bidder can submit the performance certificate of the completed portion of the ongoing works.

7 PREMIUM AGAINST BASE RATES:

- i) Items wise list of material(along with base rates of material and labour) required for execution of R-APDRP (Part-B) Work is placed at **Annexure-B**.
- ii) Bidder shall have to quote percentage rate as premium above/below the PSPCL base rates separately for material & labour which shall be filled up by the bidder through online mode (e-tendering)only, as such no hard copy of price bid is to be submitted.
- iii) Since the quoting document that would appear on the screen while filling up the premium is similar to **Annexure-B** as such bidders are requested to examine carefully the **Annexure-B** and accordingly quote percentage rate as premium above/below the PSPCL base rates separately for material & labour on per unit basis through online mode (e-tendering)only.
- iv) The base rates of material and labour and the quoted percentage rate as premium above/below the PSPCL base rates separately for material & labour shall be inclusive of all the taxes and duties i.e. ED/VAT /CST/ Works Welfare Cess, Works Tax, Service Tax and all other charges on account of Octroi, terminal tax,Entry Tax and/or other duties/taxes etc.etc. All fees such as inspection fee of chief Electrical Inspector, Clearance fee of railways /Forest departments etc. etc. shall be borne by the contractor. Statutory variation (+/-), if any, throughout the contractual period shall be to PSPCL account. At present exemption under VAT Act which was earlier available to erstwhile PSEB is not available to PSPCL now .As such all exemptions, if available to PSPCL in future on levy of VAT/Sales tax etc shall also be available to contractor as they are working on behalf of PSPCL and the material is being used for distribution of electricity. For claiming such exemptions, the contractor can be supplied with requisite exemption certificate .The service tax as applicable on labour charges shall also be included in the quoted rates and hence shall not be paid extra. Hence Bidders are requested to quote their prices keeping in view the above. Income tax @ 2% or as applicable from time to time shall be deducted from the bills of contractors and the amount so deducted shall be deposited by the PSPCL with the department concerned. However, requisite certificate, required for claiming any refund from concerned department if eligible for the same shall be issued to the contractor by PSPCL.

The successful bidder after completion of supply and erection will give a certificate that ED, Sales Tax and Service tax charged from PSPCL has been paid to the concerned authorities including his self-manufactured items.

Wherever Excise duty is applicable, the due credit under the MODVAT (Modified Value Added Tax) policies wherever applicable, shall be taken into account by the bidder while quoting percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labor. The compliance of this Clause shall be confirmed by the Bidder along with his Bid.

Note: Any new tax which may come into force after allotment of Work shall be to the PSPCL account.

v) Base rates of material shall remain FIRM irrespective of variation to any extent in quantities of any or all items indicated in **Annexure-B** during the contractual period. However, **base rates are variable for material like ACSR conductor, Tower material, Sub Station Structure, Distribution Transformers, Power Transformers and cables & control cables. Price variation shall be payable as stipulated in price variation clause of relevant tender specifications** of above items.

vi) The dismantled material (not to be reused) shall be the property of PSPCL and the contractor shall return the same to PSPCL Stores/ME Labs/TRY without any extra cost within 15 days of dismantlement. Complete detail of material to be dismantled, shall be prepared jointly by concerned AE/AEE (DS) and contractor, which shall be subsequently approved by the concerned Addl.SE/ Sr. XEn (DS) & Addl.SE/Sr. XEn /APDRP before carrying out any physical dismantlement at site.

The base rates of material & labor and the percentage rate as premium above/below the PSPCL base rates separately for material & labor to be quoted by the bidder shall be inclusive of dismantlement charges and all taxes, insurance charges etc. Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall also be included in the above base rates of material & labor and the percentage rate as premium above/below the PSPCL base rates separately for material & labor.

8 ALLOTMENT OF WORK:

The work under R-APDRP (Part-B) scheme shall be carried out in 6 towns of Punjab State (Ropar, Dhuri, Khanna, Jalandhar Cantt., Nawanshahr and Mohali). PSPCL shall try to accommodate the bidders in respect of allotment of work. PSPCL reserves the right to allot all towns to one bidder at its' L-1 rates or allot to any eligible bidder the work relating to any other town at the counter offer rates of L-1.

9 DEVIATIONS :

The bidder should give unconditional acceptance to PSPCL Tender Specification which implies that each and every provision of specification is acceptable to bidder. However deviation, if any, technically or commercially be indicated clearly in schedule of deviation (Annexure-F) [mentioned in Clause No. 18 of Technical Specification, Part-IV] to be attached with the tender documents.

Any other information/details and clarification required in this regard can be obtained from the office of Dy.CE/RE & APDRP(Design), PSPCL, Patiala.

Dy.CE/RE & APDRP(Design),
For CE/RE & APDRP,
PSPCL, Patiala.

SECTION – II
INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID:

Punjab State Power Corporation Limited, Patiala here-in-after called "The Owner" wishes to receive bids through Chief Engineer/RE & APDRP, F-2, Shakti Vihar, PSPCL, Patiala for the work of survey, reassessing & freezing of quantities, design, supply, quality assurance, pre-dispatch testing, transportation storage, erection, site testing and commissioning etc. of following works on turnkey basis.

- i) Creation of new 66/11 KV grid substations along with associated transmission circuit lines with 85% loading after considering load growth for next three years.
- ii) Augmentation of 66/11 KV & 33/11 KV existing grid substations and augmentation of existing 66 KV, 33 KV transmission lines with appropriate size of conductor to achieve 85% loading after considering load growth for next three years.
- iii) New 66 KV and 11KV breakers.
- iv) New 11 KV lines with 100 mm²/ 80 mm² ACSR or of appropriate size XLPE/ AB cables on 11 Meters poles only keeping loading of the line up to 150 amps and voltage regulation within +/-6 %.
- v) Laying of underground Cables of 66KV, 33 KV, 11 KV and LT as per requirement/ availability of right of way.
- vi) Augmentation/ replacement of lines under size/ worn out ACSR conductor of HT Lines with 100 mm²/ 80 mm² or of appropriate size XLPE/ AB cables in such a way that loading of the line is up to 150 amps and voltage regulation 6 %.
- vii) Addition of new 11/0.433 KV DTs(25 KVA to 500 KVA), 33/0.433 KV (1000 KVA) into the system, De-loading of overloaded distribution transformers, Relocation of distribution transformers to load centres keeping 70% loading conditions and LT length 250 Meters.
- viii) Load balancing of DTs.
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- xii) Replacement of defective 11KV G.O switches with new 11KV G.O switches/AB Switch.
- xiii) New Air Break switches as per IS are proposed to be installed on 11KV S/Stn of 200KVA and above.
- xiv) New LT lines with 100/80/50 mm² ACSR/ XLPE/AB cable of required size on 9 Meter PCC poles.
 - xv) Augmentation/ Replacement of worn out/ under size ACSR conductor of LT lines with 100/80/ 50 mm² ACSR / XLPE/AB cable of equivalent sizes.
 - xvi) Shortening of HT/LT spans by providing mid span 9/11 Meter poles as per Standardization Instruction.
 - xvii) Shifting of consumer meters into 20 in 1, 4in 1, & 1in 1 pillar boxes/ MMBs.
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- xx) New Package Sub-Station of 11/0.433 KV of rating 630/990/1250 KVA.
- xxi) New guarding where ever required.
- xxii) Dismantlement of obsolete material and returning it to respective stores/TRY/ME labs.

NOTE:-

- a. Above Scope is indicative only. There is every likely hood that additional scope may be required due to techno-economical factors, day to day new technical advancement and practical problems which may come to fore during the period of execution.
- b. Any material/ equipment required for completion of the work shall be deemed to have been included in the scope of work.**
- c. Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications & schedules, **their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which case the consequential changes in price shall be mutually agreed between the owner & you.**
- d. PSPCL may at its discretion change the scope of the work to any extent viz. increase/decrease quantum of work & material/quantities mentioned in specification/work order etc., if required and even may increase/decrease allotment of work of this tender. The quantities can also vary at the time of actual execution.

2. PROCUREMENT OF MATERIAL:

- i. The source of supply of material shall be from the approved vendors of PSPCL and/or other firms, which PSPCL may approve if considered and found, fit after conducting successful works appraisal. The bidder shall inform the PSPCL about the source of supply of material. The material/equipment shall be dispatched from the source only after inspection and approval by authorized representative of PSPCL. **Installation of material will be as per approved drawings and specification.** The supplier of material will also supply the type test certificates wherever required at the time of inspection-call of items, which will be further examined by the inspection authority.
- ii. If any material/equipment is not included in the technical specifications then the same should be as per relevant ISS or of the reputed make if ISS does not exist subject to approval of PSPCL. Any material/ equipment required for completion of the work shall be deemed to have been included in the scope of work.
- iii. The dismantled material (not to be re-used) shall be the property of PSPCL and the contractor shall return the same to PSPCL Stores/ME Labs/TRY without any extra cost within 15 days of dismantlement. Complete detail of material to be dismantled, shall be prepared jointly by concerned AE/AEE (DS) and contractor, which shall be subsequently approved by the concerned Addl.SE/ Sr. XEn (DS) & Addl.SE/Sr. XEn/APDRP before carrying out any physical dismantlement at site.

The base rates of material & labor and the quoted percentage rate as premium above/below the PSPCL base rates separately for material & labor by the bidder shall be inclusive of dismantlement charges and all taxes insurance charges etc. Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall also be included in the above base rates of material & labor and the quoted percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labor.

3 JOINT SURVEY:

- i. After the award and before taking the work in hand, the successful bidder will carry out a joint survey with field officers not below the rank of concerned Addl.SE/ Sr.XEn/DS for each work and both will freeze the network design, each & every quantity and get it approved from the competent authority before the commencement of work accordingly. Quantities may vary to any extent but within the overall financial cap of particular DPR.
- ii. Addl.SE/Sr.XEn/DS along with his field officers / staff shall be responsible to achieve the targets (i.e. AT&C Losses less than 15 %) in order to ensure the proper utilization of funds so that 50 % project cost be got converted into grant as available under this scheme.
- iii. PSPCL may at its discretion change the scope of the work viz. increase/decrease in quantities mentioned in specification etc. if required and even may increase/decrease allotment of work of this tender.
- iv. **The successful bidder will prepare route maps/plans, layout out plans, drawings/sketches during the mobilization period and subsequently get them approved from concerned Addl.SE/Sr.XEn/DS/PSPCL. The work shall only be commenced after getting the route maps/plans, layout out plans, drawings/sketches approved from the concerned Addl.SE/Sr.XEn/DS/PSPCL.**

4. FINAL CHECKING, TESTING AND COMMISSIONING:

After completion of works, final checking of works shall be done by the PSPCL's officer or its authorized agency/Technical Audit wing to ensure that all the works executed have been done according to specification and as approved by PSPCL. Representatives of PFC (Loan Providing Entity/Nodal agency of GOI/MOP) or any other agency deputed by GOI/MOP/PFC may also check execution and quality of works at any time. Contractor is bound to remove all the shortcomings pointed by above checking agencies.

5. COMPLETION PERIOD:

Successful bidder is required to complete the allotted work in a following phased **manner in 26 months.**

Commencement **within two month (Mobilization Period and survey)** from the date of issue of work order and completion within 24 months thereafter subject to the following condition:

-

Phase-I

Successful bidder shall complete 20% of allotted work in all respects within first 8 months from the date of issue of work order including two month of mobilization/survey period.

Phase-II

Successful bidder shall complete further 30% of allotted work out of the balance 80 % in all respects within next 6 months i.e. within 14 months from the date of issue of work order.

Phase-III

Thereafter Successful bidder shall complete 30% of allotted work out of balance 50% work in all respects within next 6 months i.e. within 20 months from the date of issue of work order.

Phase-IV

Successful bidder shall complete 100% of remaining work in all respects within next 6 months

Note: % of completed works will be measured in terms of bills submitted by the successful bidder duly verified by PSPCL .

Phase wise progress shall be reviewed by PSPCL .In case the successful bidder fails to achieve the phase wise progress, then PSPCL has the right to get the balance work done

from other sources at the risk and cost of the contractor and PSPCL reserves the right to amend/cancel the work order. Penalty for delay in completion of work **phaseswise** shall be applicable as per clause 3.23 of Section-III (Part-3).

6. COST OF BIDDING :

The bidder shall bear all the cost and expenses associated with preparation and submission of his bid including post bid discussions, technical and other presentation etc. and owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. ONE BID PER BIDDER :

Each bidder shall submit only one bid by himself or as a partner in a firm/joint venture/consortium. **In case the bidder submits more than one bid, then the tender is liable to be rejected.**

8. CLARIFICATIONS ON BID DOCUMENTS :

If the prospective bidder finds discrepancies or omission in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request in writing, for any interpretation/clarifications to the owner. The owner then will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the bidder may submit his bid but within the time and date as specified in the invitation of bid. All such interpretations and clarifications shall form a part of the bidding document and shall accompany the bidder's proposal. A prospective bidder requiring any clarification on bidding document may notify the owner in writing. Verbal clarifications and information given by the owner or his employee(s) shall not in any way be binding on the owner.

9. AMENDMENT FOR BIDDING DOCUMENTS:

- 9.1 At any time prior to the deadline for submission of bids, the owner may, for any reason, whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bidding documents by amendment(s).
- 9.2 The amendment will be notified in writing or by Fax/E-mail or cable to all prospective bidders, who have received the bidding documents at the address contained in the letter of request for issue of bidding documents from the owner. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 9.3 In order to afford prospective bidder reasonable time to take the amendment into account in preparing their bids, the owner may, at its discretion, extend the deadline for the submission of bids.
- 9.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the bidder while they submit their bids and invariably enclose such documents as a part of the bid.

10. LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence and documents relating to the bid, exchanged by the bidder and the owner, shall be written in the English language.

11. LOCAL CONDITIONS:

- 11.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the contract covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 11.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the owner, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

12. DOCUMENTS COMPRISING THE BID -

The bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents, indicating the material to be supplied and services to be rendered, a brief description of material and services, quantity and prices. All the following certificates detailed below may be clubbed together at one place and attached with Part-2 of tender specifications in the following order:

- i) A-Class contractor license from Chief Electrical Inspector, Punjab /Undertaking to register with Chief Electrical Inspector, Punjab within 2 months of award letter/letter of Intent.
- ii) Copy of Employee Provident Code No. and EPF Registration certificates duly attested by the Gazetted officer/Notary.
- iii) Copy of last 3 Financial Years audited Balance Sheets and income tax statements and demonstrate statement access to, or availability of financial resources such as working capital, liquid assets, unencumbered real assets, lines of credit and other financial means to undertake this project other than any contractual advance payments to meet, Cash Flow Statement and demonstrate statement for purpose of evaluation of Financial resources duly audited from CA and attested by Gazetted Officer/Notary. Copy of the certificate of turnover of last three financial Years issued by the Chartered Accountant and attested by the Gazetted Officer/Notary should be attached.
- iv) Solvency certificate of 20% of tender amount from a scheduled bank.
- v) Undertaking to furnish a Labour License before the commencement of work that in case of award of contract.
- vi) Last 3 years Experience certificate ending last day of month previous to the one in which Bids are invited along with performance certificate in order to substantiate the requirements of NIT/Specification. Completion/Commissioning certificate regarding the satisfactory execution and performance of Works as stated in NIT which should be signed not below the rank of concerned Addl. S.E/Sr. Xen or equivalent rank and duly attested from the Gazetted Officer/Notary.
- vii) Consortium agreement and Joint Venture agreement (if applicable).
- viii) Power of attorney from Members of consortium and joint Venture (if applicable).
- ix) Copy of partnership deed (if applicable).

- x) Infrastructure details.
- xi) Contract Quality Assurance Certificate.
- xii) Document having the name, contact number, residence and place of business, Service Tax No. , Vat Registration No. and PAN No. of the person or persons making the Bid.
- xiii) Certificate mentioning that the firm has never been Black-listed by PSPCL (erstwhile PSEB) or any Government, Semi-Government, Power utilities /PSU/Central Government organization.
- xiv) Letter of authorization for signing the Bid.
- xv) Undertaking of un-conditional acceptance to all terms and condition of Tender specification.
- xvi) Copy of certificates of registration of Income Tax (VAT/CST)/Service tax as required under the rules.
- xvii) Copy of ISO certificate or better quality certification from any recognized International/ National Apex Body.
- xviii) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of company.
- xix) Validity certificate of 180 days from the date of opening of price bide (Part-III).
- xx) Any other document required for submission of tender as stated in the tender documents or required otherwise.

It may be ensured that all above documents should be attached in above/similar sequence at one place.

The details for submitting EMD and cost of specification are mentioned in Section-III (PART –‘1’).

13. CONTRACT QUALITY ASSURANCE:

The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures, which he proposes to follow in the performance of the Contract during various phases as detailed in relevant Clauses of the technical specification.

14. BID PRICE:

- 14.1 Quoted percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labour for each item in **Annexure-B** shall be reasonable for each item in the judgment of the Owner. Under no circumstance, will a manifestly unbalanced Bid will be considered.
- 14.2 The quoted percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labor shall include inter-alia, all costs such as cost of engaging personal, cost toward tools, tours & travels that may be required for successful completion of the work as per tender specification, including cost of site arrangements, overheads, transportation of material from nearest contractor store/PSPCL store to site & insurance etc. No claim on account of any taxes, duties and levies or any interest therein shall be entertained.
- 14.3 The dismantled material (not to be re-used) shall be the property of PSPCL and the contractor shall return the same to PSPCL Stores/ME Labs/TRY without any extra cost within 15 days of dismantlement. Complete detail of material to be dismantled, shall be

prepared jointly by concerned AE/AEE (DS) and contractor, which shall be subsequently approved by the concerned Addl.SE/ Sr. XEn (DS) & Addl.SE/Sr. XEn/APDRP before carrying out any physical dismantlement at site.

The base rates of material & labor and the percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labor to be quoted by the bidder shall be inclusive of dismantlement charges and all taxes insurance charges etc. Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall also be included in the above base rates of material & labor and the premium to be quoted.

14.4 Advance @7.5% of work order amount shall be payable after completion and acceptance of survey and shall be paid to the successful bidder. Interest rates at which PFC has provided the loan to PSPCL (applicable at the time of disbursement)+1%, will be charged on advance made to the successful bidder.

The advance shall be given against irrevocable bank guarantee, valid for the period of contract. In case of extension of the Contract agreement period, validation of the bank guarantee of the balance amount, one month prior to its expiry will be the sole responsibility of the contractor. Otherwise without referring to the contractors; the PSPCL will be within its rights to encash the bank guarantee.

Note: The mobilization advance will be adjusted in the bills on prorata basis.

15 TAXES AND DUTIES :

15.1 The base rates of material and labour and the quoted percentage rate as premium above/below the PSPCL base rates separately for material & labour shall be inclusive of all the taxes and duties i.e. ED/VAT /CST/ Works Welfare Cess, Works Tax, Service Tax and all other charges on account of Octroi, terminal tax, Entry Tax and/or other duties/taxes etc.etc. All fees such as inspection fee of chief Electrical Inspector, Clearance fee of railways /Forest departments etc. etc. shall be borne by the contractor. Statutory variation (+/-), if any, throughout the contractual period shall be to PSPCL account. At present exemption under VAT Act which was earlier available to erstwhile PSEB is not available to PSPCL now .As such all exemptions, if available to PSPCL in future on levy of VAT/Sales tax etc shall also be available to contractor as they are working on behalf of PSPCL and the material is being used for distribution of electricity. For claiming such exemptions, the contractor can be supplied with requisite exemption certificate .The service tax as applicable on labour charges shall also be included in the quoted rates and hence shall not be paid extra. Hence Bidders are requested to quote their prices keeping in view the above. Income tax @ 2% or as applicable from time to time shall be deducted from the bills of contractors and the amount so deducted shall be deposited by the PSPCL with the department concerned. However, requisite certificate, required for claiming any refund from concerned department if eligible for the same shall be issued to the contractor by PSPCL.

The successful bidder after completion of supply and erection will give a certificate that ED, Sales Tax and Service tax charged from PSPCL has been paid to the concerned authorities including his self-manufactured items.

Wherever Excise duty is applicable, the due credit under the MODVAT (Modified Value Added Tax) policies wherever applicable, shall be taken into account by the bidder while quoting percentage rate as premium above/below the PSPCL base rates separately for

material & labor against base rates of material and labor. The compliance of this Clause shall be confirmed by the Bidder along with his Bid.

Note: Any new tax which may come into force after allotment of Work shall be to the PSPCL account.

15.2 As regard the Income Tax, surcharge on Income Tax, work contract tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities.

15.3 Deduction of Works Contract Tax at source as per provisions of VAT Act and Worker Welfare CESS shall be made from the Bills of the Contractor.

16. BID VALIDITY:

16.1 The Tenders as submitted should be valid for acceptance for at least 180 days from the date of opening of Section –III (Price Bid).

16.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. The bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid for the period of the extension.

17. FORMAT OF BID:

The tenders shall be submitted in three parts i.e. Part-I, Part-II and Part-III. The bidder shall submit / up load/fill their bids on line as under:

PART-I: EARNEST MONEY AND COST OF SPECIFICATION: -

The first part will consist of earnest money deposit (as per clause 1.5 of Section-III Part 1) and cost of specification in the form of demand drafts in favour of AO/Cash, PSPCL, Patiala payable at Patiala. The Demand Draft of EMD and cost of specification shall be placed in separate envelopes and submitted in the office of Dy. CE/RE&APDRP (Design), A-1, Shakti Vihar, PSPCL, Patiala before the due date of tender opening.

PART-II: TECHNICAL AND COMMERCIAL BID:

The Part-II will consist of commercial and technical conditions (Qualifying financial effects) except the item wise rate quoted (price bid). All commercial terms including discount & deviation, if any, should be specified in this part of the bid. Bank solvency certificate from any scheduled bank & EPF clearance certificate from Regional Provident Fund Commissioner authorities and any other documents required to be submitted and uploaded along with the tenders as per the specification, shall also be submitted in this part. **An undertaking to accept all terms and conditions of this tender enquiry without any conditions shall also be submitted in this part failing which the price bid shall not be opened.**

PART-III: PRICE BID:

The Part-III will consist of the price bid. Rates are to be filled up only through online mode (e-tendering) as such no hard copy of price bid is to be submitted. Complete list of tentative total quantity of material required for execution of RAPDRP (Part-B) Work is attached as **Annexure-B**. Since the quoting document that would be appeared on the screen while filling up the rates is similar to **Annexure-B** as such bidders are requested to examine carefully the **Annexure-B** and accordingly quote item wise percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labour and rates of various taxes and duties on per unit basis online (e-tendering).

Quotations/tenders (Part I & Part II) should be enclosed in double covers duly sealed both addressed to CE/RE&APDRP, PSPCL, Patiala. Both inner & outer covers shall be sealed and subscribed with **Tender Specification No.** as given on the Enquiry/tender notice together with the date on which the tender opening is due and the name of work. These envelopes will be further enclosed in a large envelope.

18. SIGNING OF BID:

- 18.1 The Bid must contain the name, residence and place of business, Service Tax No. , Vat Registration No. and PAN No. of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing the Bid should also be typed or printed below the signature.
- 18.2 Bid by a partnership must be furnished with full names of the all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s). Copy of the Partnership deed will be supplied along with the Bid.
- 18.3 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to sign the Bid on behalf of such Corporation/Company in the matter.
- 18.4 A Bid by a person who affixes to his signature the word 'President' 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 18.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 18.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 18.7 Bids not conforming to the above requirements of signing may be disqualified.

19. DEADLINE FOR SUBMISSION OF BIDS :

- 19.1 The Bidders have the option of sending the Bid (Part-1 and 2) by registered post or submitting the Bid in person and to upload the part-2 as detailed in bid documents. No request from any Bidder to collect the proposal from airlines, cargo agents etc. shall be entertained.
- 19.2 Bids must be received at the following address :

CE/RE & APDRP, A-1, Shakti -Vihar, PSPCL, Patiala.

Bidders are requested to ensure that bids should reach not later than the time and date mentioned in the invitation to Bid.

19.3 The Owner may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding document, in which case all rights and obligation of the Owner and Bidder will thereafter be subject to the deadline as extended.

20. LATE BIDS:

Any Bid received by the PSPCL after the date and time fixed or extended for submission of Bids prescribed by the Owner, will be rejected and /or returned unopened to the Bidder.

21. MODIFICATION AND WITHDRAWAL OF BIDS

21.1 The Bidder may modify or withdraw its Bid after the Bid's submission provided that written notice of the modification or withdrawal is received by the Owner **prior to the deadline prescribed for submission of Bids.**

21.2 No Bid can be modified subsequent to the deadline for submission of Bids.

21.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid form. Withdrawal / modification of a Bid during this interval may result in the forfeiture of Bidder's Earnest Money.

22. INFORMATION REQUIRED WITH THE PROPOSAL:

22.1 The Bids must clearly indicate the name of manufacturer, the type/model of each principal item of equipment/material proposed to be supplied and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre assembly involved major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure. The material shall be purchased only from vendors approved by PSPCL.

22.2 The above information shall be provided by the Bidder in the form of separate sheet drawing, catalogue etc. in duplicate. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

22.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

22.4 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

22.5 The Bidder, along with his proposals, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.

22.6 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedule.

23. OPENING OF BIDS:

23.1 Bids shall be opened electronically in the presence of bidder's representatives who choose to attend, on the date and time for opening of Bids given in the invitation to Bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the bidders who have purchased the Bidding Documents. The Bidder's representatives who are present shall sign a register evidencing their attendance.

23.2 The Bidders' names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Earnest Money and such other details as may be considered appropriate will be announced at the opening of the bids.

23.3 No electronic recording devices will be permitted during Bid opening.

24. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the PSPCL may at its discretion, ask the Bidder for a clarification of his Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

25. EXAMINATION OF BIDS

The Owner will examine the Bids to determine whether these are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

26. COMPARISON/ EVALUATION OF BIDS

Comparison of bids shall be carried out on the basis of quoted percentage rate as premium of material & labor above / below the PSPCL base rates.

27. CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidder and/or his representatives or the interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representative on matter related to the Bids under consideration. The Owner, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the Bids after the Bids have been opened. Any effort by a Bidder to influence the purchaser in any way may result in rejection of the Bidder's Bid.

28. AWARD CRITERIA:

The work under R-APDRP (Part-B) scheme shall be carried out in 6 towns of Punjab State (Ropar, Dhuri, Khanna, Jalandhar Cantt., Nawanshahr and Mohali).PSPCL shall try to accommodate the bidders in respect of allotment of work. PSPCL reserves the right to allot all towns to one bidder at its' L-1 rates or allot to any eligible bidder the work relating to any other town at the counter offer rates of L-1.

However, owner also reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical specifications i.e. PSPCL also reserves the right to allot/distribute any quantity of work to any numbers of bidders at lowest quoted/negotiated rates. Notwithstanding to the fact that the Contract is termed as Supplies cum Erection Contract, it is in-fact supply and erection, testing & commissioning contract on single source responsibility basis and Contractor is bound to perform the total contract in its entirety and non performance of any part or portion of the contract shall be deemed to be breach of the entire Contract.

29. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without incurring any liability thereby to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the Owner's action.

30. NOTIFICATION OF AWARD:

Prior to the expiration of the period of Bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by cable or Telex or Fax, to be confirmed in writing by registered letter, that its Bid has been accepted. The notification of award will constitute the formation of the Contract.

31. SIGNING OF CONTRACT

- 31.1 At the same time as the Owner notifies the successful Bidder that its bid has been accepted the Owner will send the Bidder the Contract Form incorporating all agreements between the parties.
- 31.2 Within thirty (30) days of the Notification of the Award(issue of L.O.A./L.O.I), the successful Bidder shall sign and date the Contract and return it to the Owner. In case the successful bidder fails to submit the Contract Agreements duly signed within 30 days from the date of issue of L.O.A./L.O.I, the payment will not be released till the bidder submits the Contract Agreement.
- 31.3 The final Contract Agreements shall be signed within 30 days from the date, firm submits the final Contract Agreements complete in all respects.

32. QUANTITY VARIATION:

The Owner reserves the right to increase or decrease the Contract value or the quantity of Bid and services specified without any change in the unit price or other terms and conditions

during the execution of the Contract depending upon the final route plan/actual execution required. The quantities of individual items may, therefore, vary as per the final route plan and route profile of the line. The payment shall be made on actual basis for the material supplied and services rendered. If some of these works are already being executed departmentally, contract for the balance works will only be awarded, so the quantities can be reduced drastically. The actual quantities will be worked out by concerned executing in charge officer of PSPCL and the contractor jointly. The quantity variation may be up to any extent.

33. SITE VISIT

33.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Bidder's own expense.

33.2 The Bidder shall inspect the site of Works before Bidding and include in his Bid the cost of compensations payable for the standing crops or tree cuttings etc. involved therein, if any. The Owner shall not be liable for any payment to the Bidder on this account.

33.3 The Bidder and any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such visit.

34. STORAGE OF MATERIAL :

The Bidder shall store all the Material/Equipment in the well-maintained Store at his cost. All the services required for maintaining the Stores shall also be at the cost of the Bidder.

35. COMPLETION

The Work shall be completed and commissioned and shall have passed the Tests on completion and energized within 26 months (including 2 months of mobilization and joint survey period) from the date of issue of work order as per clause- 5 of this section.

36. DEFECTS AFTER TAKING OVER.

36.1 Defects Liability Period.

The Defects Liability period will be 12 months from the date of handing over of all the works covered in the bidding document.

36.2 Making good defects.

The Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either: -

- a) Any defective Workmanship or design, or
- b) Any act or omission of the Contractor during the Defects Liability Period. The Contractor shall make good the defect or damage, as-soon-as practicable and at his own cost to match the original Specification to the satisfaction of the Owner.
- c) If any material is found to sub-standard and not confirming to the specifications of PSPCL, then contractor will have to replace all the material of that size/rating used against a particular

W.O. In addition any loss suffered by the PSPCL on account of use of sub-standard material shall be recovered from the contractor.

36.3 Notice of Defects

If any such defect shall appear or damage occur, the Owner shall forthwith inform the Contractor thereof stating in writing the nature of the defect or damage. The provisions defined in bidding document shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage, as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of the Owner, but not so-as-to extend the Defects Liability Period in respect thereof beyond three (3) years from the date of Taking Over.

36.4 Extension of Defects Liability Period

The Defects Liability Period shall be extended subject to approval by PSPCL by a period equal to the period during which the Works (or that portion thereof in which the defect or damage to which the Clause applies has appeared or occurred) cannot be used by reason of the defect or damage but not so as (in the case of any further defect or damage to such portion occurring during any such extension), to extend the Defects Liability Period for the Works or that portion beyond three (3) years from the date of Taking Over. When erection or delivery of Plant has been suspended, the Contractor's obligation under this Clause shall not apply to any defects occurring more than three years after it would have been delivered but for the suspension period.

36.5 Failure to Rectify Defects

If the Contractor fails to rectify defects or replace the damaged equipment within a reasonable time, the Owner may fix a final time for rectifying the defect or damage.

If the Contractor fails to do so, the Owner may: -

- a) Carry out the Work himself or by others at the Contractor's risk and cost.
- b) The Contractor shall pay to the Owner the cost of the Work carried out in accordance with the Sub Para (a) above, within 15 days of receipt of the notice thereof from the Owner,
or
- c) If the defects or damage is such that the Owner has been deprived of substantially the whole of the benefit of the Works or a part thereof, he may terminate the Contract in respect of such parts of the Works as cannot be put to the intended use. The Owner shall to the exclusion of any remedy be entitled to recover from the Contractor all sums paid in respect of such parts of the Works together with the cost of dismantling the same, cleaning the Site etc.

36.6 Removal of defective Work

If the defects or damage is such, that repairs cannot be expeditiously carried out on the site, the contractor may with the consent of Owner remove material from the site, for the purposes of repair, any part of works which is defective or damaged, after furnishing adequate security, to the satisfaction of the owner. In Case of Distribution Transformers and Cables, if these get damaged within warranty period; these should be replaced with new only.

36.7 Further Tests on Completion.

If the replacement or renewals are such that they may affect the performance of the Works, the Owner may request that Tests on Completion be repeated to the extent necessary.

36.8 Right of Access.

Until the Defects Liability Period Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to record of the working and performance of the Works.

Such right of access shall be during the Owner's normal Working hours at the Contractor's risk and cost. Access shall also be granted to any duly authorized representative of the Contractor whose name has been communicated in writing.

Subject to the Owner's approval, the Contractor may also at his own risk and cost make any tests, which he considers desirable.

The aforesaid right of access shall also be subject to the Contractor not interfering with or affecting adversely the intended use of the Works.

36.9 Exclusive Remedies.

Except in the case of Gross Misconduct, and/or latent defects(s) arising within a period of five years from Taking Over, the Owner's remedies under this Clause shall be in place of and to the exclusion of any other remedy in relation to defects whatsoever.

37. VARIATIONS (OWNER'S RIGHT TO VARY)

The Owner may issue Variation Order to the Contractor at any time before the Works are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works. The Contractor shall not vary or alter any of the Works, except in accordance with a Variation Order from the Owner.

38. CURRENCY AND RATES OF EXCHANGE.

All payments shall be made in Indian Rupees only.

39. MATERIAL ACCOUNT

Proper account of the Plant/equipment brought at Site and actually erected shall be prepared by the Contractor on completion of the Works and final payments shall be adjusted on the basis of the same.

40. INDUSTRIAL & LABOR LAWS

The successful bidder shall submit a certificate that he has complied with the provisions of Industrial & Labor Laws including PF Act, ESI Act etc., as may be applicable.

41. SOURCE OF FUND:

PSPCL has tied up with PFC/REC Ltd. for financing/funds toward the cost of the project. PSPCL intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

42. CORRUPT PRACTICES:

It is necessary that PSPCL (including beneficiaries of PFC/REC Ltd.-financed activity), as well as bidders, suppliers, and contractors under PFC/REC Ltd. - financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

- a) PSPCL will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- b) PSPCL will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in PFC/REC Ltd. -financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an PFC/REC Ltd. -financed contract
- c) Furthermore in case any personnel/workmen/laborers employed by the contractor indulges in accepting any bribe, gift or advantage from PSPCL consumers during the contractual period and the charge is established, the PSPCL shall reserve the right to impose penalty of Rs 2 lacs for the first default and Rs 5 lacs for the second default in addition to direct the contractor to remove personnel/workmen/laborers allegedly involved in bribe etc. In case of subsequent default, action to terminate the contract shall be initiated by PSPCL.

Dy.CE/RE &APDRP(Design),
For CE/RE&APDRP,
PSPCL, Patiala.

**SECTION-III
GENERAL TERMS AND CONDITIONS**

(PART – 1)

TENDERING AND CONTRACT AGREEMENT

1.1 SUBMISSION OF TENDERS :

- a) Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence these conditions of contract shall be binding on the contractor and any change or variation expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract here in contained.

The following instructions must be carefully observed by all tenderers. Quotations/tenders not strictly in accordance with these instructions are liable to be rejected. Failure to comply with any of these instructions or to offer explanation for non compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

The tenders must be complete in all respects.

- i. Tenders shall be submitted through e-tendering mode only.
- ii. Conditional tenders, telegraphic, through telex fax tenders, tenders not on prescribed Forms or tenders without earnest money in the required shape shall not be accepted.

iii. **THREE PART BIDS: -**

The tenders shall be submitted in three parts i.e. Part-I, Part-II and Part-III. The bidder shall submit / up load/fill their bids on line as under:

PART-I: EARNEST MONEY AND COST OF SPECIFICATION: -

The first part will consist of earnest money deposit (as per Clause 1.5 of Section-III Part 1) and cost of specification (Rs.2500/-) in the form of demand drafts in favor of AO/Cash, PSPCL, Patiala payable at Patiala . The Demand Draft of EMD and cost of specification shall be placed in separate envelopes and submitted in the office of Dy. CE/RE&APDRP (Design), A-1, Shakti Vihar, PSPCL, Patiala before the due date of tender opening.

PART-II: TECHNICAL AND COMMERCIAL BID:

The Part-II will consist of commercial and technical conditions (Qualifying financial effects) except the rates quoted for each item. All commercial terms including deviation, if any, should be specified in this part of the bid. Bank solvency certificate from any scheduled bank & EPF clearance certificate from Regional Provident Fund Commissioner authorities and documents listed at Clause No.12 of Instruction to Bidders along with tender required to be uploaded on web through online mode (e-tendering) and submit one hard copy of all the mentioned documents in the bid document (except price bid) to the address of CE/RE&APDRP, A-1, Shakti-Vihar, PSPCL, Patiala before the date and time mentioned in bidding document. **An undertaking to accept all terms and conditions of this tender enquiry without any conditions shall also be submitted in this part failing which the price bid shall not be opened.**

PART-III: PRICE BID:

The Part-III will consist of the price bid. Rates are to be filled up only through online mode (e-tendering) as such no hard copy of price bid is to be submitted. Complete list of tentative

total quantity of material required for execution of RAPDRP (Part-B) Work is attached as **Annexure-B**. Since the quoting document that would be appeared on the screen while filling up the rates is similar to Annexure-B, as such bidders are requested to examine carefully the Annexure-B and accordingly quote percentage rate as premium above/below the PSPCL base rates separately for material & labor and rates of various taxes and duties on per unit basis online(e-tendering).

No correspondence/clarifications shall be entertained after the opening of Part-III.

- b) Quotations/tenders (Part I & Part II) should be enclosed in double covers duly sealed both addressed to CE/RE&APDRP, PSPCL, Patiala. Both inner & outer covers shall be sealed and subscribed with tender specification No. as given on the Enquiry/tender notice together with the date on which the tender opening is due and the name of work. These envelopes will be further enclosed in a large envelope.
- c) **The following procedure will be adopted for the opening of the tenders:**
First, the main envelope containing the bids will be opened in the presence of bidder's representatives who choose to be present at that time/ date. After opening the main envelope, the envelope marked Part-I (Earnest Money and cost of specification) shall be opened first and if earnest money is found to be as per the requirements of the specification, only then the **Part-II "Technical/ Commercial bid"** shall be opened. The bids without earnest money and the cost of specification shall be out rightly rejected. Thereafter, the bids will be technically & commercially evaluated by PSPCL.

Further, Part-III of the bids (Price Bid) shall be opened in case of only those bidders who's Part-I & Part-II of the bids after evaluation is found to be conforming to specifications and shall convey their unconditional acceptance to PSPCL's terms & conditions. The date & time for opening Part-III of bids will be intimated to the qualifying bidders. The Price Bids (Part-III) will be opened in the presence of representative of the qualifying bidders who choose to attend.

- d) Quotations/tenders(Part I and Part II only) shall be received in the office of CE/RE&APDRP, A-1, Shakti Vihar, PSPCL, Patiala up to 11.00 hours on due date given in the tender notice and shall be opened at 11.30 hours in the presence of bidders or their authorized representatives who may like to be present. In case due date of opening tenders happens to be a holiday, tenders shall be received and opened at same time on the next working day.
- e) It may be ensured that no hard copy of quoted rates (price bid) is to be submitted. Bidders are required to quote/fill the item wise rates on per unit basis only through online mode (e-tendering).

1.2 TENDERS TO BE INVALIDATED

The tenders must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.

1.3 INSPECTION OF SITE BY THE BIDDERS: -

Bidders should inspect the site and examine and obtain all information required and satisfy himself regarding all matters and things before submission of his tender such as:

- i. Whether any existing access to the site is available on the highway, its suitability for transporting his equipments and the extent to maintenance required to keep it into a serviceable condition.
- ii. The type and extent of access roads to be provided by the contractor including its maintenance for the transportation of the equipment.
- iii. The type and number of equipment and facilities required for the satisfactory completion of work the quantities of various sections of the work, the availability of local labor, availability and rates of materials, local working conditions, extreme weather conditions uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.

1.4 SIGNING OF THE TENDERS

Tenders shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in support thereof should be enclosed with bid at the time of submission, failing which tender may not be considered.

1.5 EARNEST MONEY:

The tender shall be required to submit earnest money @ 2.0% of the tendered cost in the shape of demand draft subject to a maximum of Rs. 10 Lac. The Demand draft representing earnest money should be in favour of Accounts Officer/Cash, PSPCL, Patiala, payable at Patiala.

Earnest money shall be forfeited in case of with drawl/modification of an offer within validity period, as required in the NIT/Tender Specification after opening of tender

In case of successful tenders, Earnest Money shall be converted as security deposit.

In case of tenders are not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to the successful tenderer or after the expiry of additional/period whichever is later.

1.6 TENDER TO CONFORM TO SPECIFICATIONS:

Bidder which proposes any alteration in the work specified in the Tender Specification, or in time allowed for carrying out the work or which contains any other terms & conditions of any sort will be liable to rejection. **The bidders must convey unconditional acceptance of all terms and conditions of the PSPCL.**

1.7 RATES TO INCLUDE EVERY THING NECESSARY:

- i) Prices & rates include cost of all material charges for labour including all leads and lifts, tools, plant, mobilizing and demobilizing equipment, consumables such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures, settings out, transport charges, taxes, royalties, octroi for temporary/permanent work and any local taxes or levies payable on all transactions necessary for due performance of work under this contract. Quoted percentage rate as premium above/below the PSPCL base rates separately for material & labor shall take into account all the above and everything else necessary and rates shall remain FIRM in all respects for the entire duration of the contract .However rates are variable for material like

ACSR, Tower material, Sub Station Structure, Distribution Transformer, Power Transformer and cables. Bidders shall note that later claims on account of non –inclusion of some or any necessary item in his quoted premium above/below the PSPCL base rates separately for material & labor will not be entertained under any circumstances. However escalation /de-escalation owing to increase/decrease in the basis of material (Whose prices are variable), labor and taxes /duties shall be payable as stipulated in price variation clause.

- ii) The base rates of material & labor and the percentage rate as premium above/below the PSPCL base rates separately for material & labor to be quoted shall take into account details of construction which are obviously and fairly intended, and which may not have been specifically referred to in these documents but are essential for the satisfactory completion of work.
- iii) The base rates of all material & labour of work and the percentage rate as premium above/below the PSPCL base rates separately for material & labour to be quoted shall remain FIRM irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities & rates during the contractual period. However rates are variable for material like ACSR, Tower material, Sub Station Structure, Distribution Transformer, Power Transformer and cables and price variation shall be payable as stipulated in price variation clause.
- iv) The base rates of material & labour and the percentage rate as premium above/below the PSPCL base rates separately for material & labour to be quoted shall be good for all shapes and sizes of members whether or not shown in tender drawing issued along with the specification.
- v) The base rates of material & labour and the percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labour to be quoted shall be good for works below or above ground level, irrespective of elevations unless separate rates are called for, for different elevations.
- vi) The base rates of material & labour and the percentage rate as premium above/below the PSPCL base rates separately for material & labour to be quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on the works.
- vii) The base rates of material and labour and the quoted percentage rate as premium above/below the PSPCL base rates separately for material & labour shall be inclusive of all the taxes and duties i.e. ED/VAT /CST/ Works Welfare Cess, Works Tax, Service Tax and all other charges on account of Octroi, terminal tax, Entry Tax and/or other duties/taxes etc.etc. All fees such as inspection fee of chief Electrical Inspector, Clearance fee of railways /Forest departments etc. etc. shall be borne by the contractor. Statutory variation (+/-), if any, throughout the contractual period shall be to PSPCL account. At present exemption under VAT Act which was earlier available to erstwhile PSEB is not available to PSPCL now. As such all exemptions, if available to PSPCL in future on levy of VAT/Sales tax etc shall also be available to contractor as they are working on behalf of PSPCL and the material is being used for distribution of electricity. For claiming such exemptions, the contractor can be supplied with requisite exemption certificate. The service tax as applicable on labour charges shall also be included in the quoted rates and hence shall not be paid extra. Hence Bidders are requested to quote their prices keeping in view the above. Income tax @ 2% or as applicable

from time to time shall be deducted from the bills of contractors and the amount so deducted shall be deposited by the PSPCL with the department concerned. However, requisite certificate, required for claiming any refund from concerned department if eligible for the same shall be issued to the contractor by PSPCL.

The successful bidder after completion of supply and erection will give a certificate that ED, Sales Tax and Service tax charged from PSPCL has been paid to the concerned authorities including his self-manufactured items.

Wherever Excise duty is applicable, the due credit under the MODVAT (Modified Value Added Tax) policies wherever applicable, shall be taken into account by the bidder while quoting percentage rate as premium above/below the PSPCL base rates (FOR destination anywhere in Punjab) separately for material & labor. The compliance of this Clause shall be confirmed by the Bidder along with his Bid.

Note: Any new tax which may come into force after allotment of Work shall be to the PSPCL account.

1.8 PRICE VARIATION:

For knowing methodology for claiming price variation against those items where price variation is allowed shall be as per **Annexure-C**.

1.9 ALL CUTTING/CORRECTIONS TO BE INITIALED:

Each page of the tender document including the schedule of quantity and bid drawings be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.

1.10 RIGHT TO REJECT ALL OR ANY TENDER:

The officer inviting Tenders/Contracting Agency/PSPCL reserves the right to reject any or all the tenders without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by bidder in preparation of the tender.

1.11 VALIDITY OF TENDERS:

The tenders as submitted should be valid for acceptance for at least **180** days from the date of opening of Price bid (Part-III).

1.12 SOLVENCY CERTIFICATE

Every bidder shall produce along with tender a solvency certificate of 20% of tender amount from a scheduled bank. If he fails to produce such a certificate, his tender will not be considered.

1.13 POST TENDER MODIFICATIONS

No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by PSPCL. The earnest money of any bidder who modifies after opening, without any specific reference from PSPCL shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealing/blacklisting.

1.14 PATENT RIGHTS

The contractor shall fully indemnify PSPCL or the officer-in-charge against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respects of any article / or part thereof included in the contract.

In the event of any claim being made or action brought against PSPCL Officer-in-charge in respect of the matters aforesaid the contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by PSPCL but the contractor shall pay any royalties payable in respect of any such use.

1.15 OCTROI AND OTHER DUTIES:

- a. All Charges on account of Octroi (if any), terminal or sale-tax/VAT/entry tax, and/or other duties on material obtained for the work (excluding materials provided by PSPCL on payment) shall be borne by the contractor.
- b. **SERVICE TAX:** Service Tax shall be borne by the Contractor.
- c. **WCT (WORKS CONTRACT TAX):** Deduction of Works Contract Tax @ 4% or as applicable from time to time at source as per provisions of VAT Act shall be made from the Bills of the Contractor as applicable and the amount so deducted shall be deposited by the PSPCL with the Sales Tax authorities.
- d. **VAT (VALUE ADDED TAX):** At present VAT is applicable within the state of Punjab on the material. The bidders will include VAT in their rates accordingly. Exemptions available to PSPCL on levy of VAT/Sales tax shall also be made available to contractor as they are working on behalf of PSPCL and since material is being used for distribution projects.
- e. **TDS (INCOME TAX):** TDS @ 2.0 % or as applicable from time to time shall be deducted from the bills of contractor if required under Income Tax Act and the amount so deducted shall be deposited by the PSPCL with the Income Tax Department. The contractor shall be issued the requisite certificate required for claiming any refund from Income Tax Department if eligible for the same.
- f. **WORKERS WELFARE CESS:** PSPCL reserves the right to deduct Workers welfare CESS as per prevailing rates of 1 %.

1.16 PLANT & EQUIPMENT:

- i. The contractor, shall at his own expense supply all tools, plant & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in tender documents/contract agreement which subject to their availability may be hired from PSPCL to the contractor or issued free for use in the execution of the work, as specified in the tender documents.

- ii. The details of plant, equipment & machinery available with the tenderer in working order for deployment on the work shall be submitted relevant information on the capability, financial resources and experience about himself.

1.17 SPLITTING OF WORK:

The PSPCL reserves the right to split up the work in the scope of this contract among more than one contractor during the progress of work due to unsatisfactory progress of work of the contractor. (The provision of reserve the right to split the work at the initial stage of award can be incorporated in specific case where relevant, with the approval of the Competent Authority). The PSPCL will not entertain any claim from any contractor as a result of such splitting up. The PSPCL also reserve the right to exclude /include any items of work from/into scope of the contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves, the right to inject labour, T&P and materials at the contractor's cost at any stage of work if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

1.18 BID /CONSTRUCTION DRAWINGS:

The list of drawings/specifications given in the tender documents are intended only to convey to the tenderer a general idea of the type & extent of work involved. As such they are indicative for the tender purposes only. The construction drawings, sketches, layout plans, route plans etc. shall be got approved by the contractor progressively after award of contract to suit work/project priorities. The construction designs can also be revised due to any reason whatsoever before execution of that part of the work. No claim will be entertained from the contractor for any such revision if the construction drawings, sketches, layout plans, route plans etc. are at variance from those issued for tender purposes and also due to any revision of the construction drawings issued before execution of that part of the work.

1.19 SIGNING OF CONTRACT

In the event of tender being accepted, an intimation shall be given to contractor, who shall thereupon attend office of accepting officer to sign copies of the specification and other documents to execute the contract agreement within stipulated dates of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.

PART-2
GENERAL CONDITIONS OF CONTRACT

2.1 SCOPE OF CONTRACT:

The contract comprises the planning, supply of entire material, erection, completion, commissioning and energization of the works and except, in as far as the contract otherwise provides the provisions of all labor, materials, supervision, storage, constructional plant, equipment, supplies, transportation to or from the site, fuel, electricity, temporary works and everything whether of a temporary or permanent nature required in and for such construction, erection, completion, maintenance and handing over of the works except items specified to be furnished by the purchaser or others, all in accordance with the stipulations laid down in the contract **and additional drawings as may be provided by the Engineer-in-charge during execution of the works.**

Even though all the work and materials necessary to satisfactory completion of the works may not be detailed in the specifications and schedules, their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which the consequential changes in price shall be mutually agreed between the owner and the contractor.

2.2 SUPLY OF PLANT MATERIAL AND LABOUR:

Except where otherwise specified the contractor shall at his own expenses supply and provided all the T&P, temporary works, material, both for temporary and for permanent works, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction erection, completion and maintenance of works.

2.3 FIRE FIGHTING EQUIPMENT:

Contractor shall provide and maintain adequate portable firefighting equipment at the site during the performance of the contract to the satisfaction of the Engineer-in-charge and the local fire fighting authority. The work shall be executed in such a manner so as to minimize fire hazards.

2.4 WATER AND ELECTRICITY

- a) Contractor will make his own electricity and water supply arrangement for construction as well as drinking purposes by installing tube wells, jet pumps etc. and laying distribution pipes wherever required. **No arrangement will be made by the PSPCL for water supply.**
- b) The interruptions/failures/shut down in the supply of power cannot be ruled out. Failure of normal supply of power by shut down or other unforeseen circumstances will not entitle the contractor to claim any damages or compensation or extension in construction period. The contractor at his own cost shall make his own alternative arrangements to meet the demands in case of power failure and to meet any exigency by providing adequate diesel operated machinery and as stand by in perfectly good working conditions. This is particularly essential with respect to dewatering.

2.5 SETTING OUT:

- a) Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Contractor shall at his own cost rectify such error to the satisfaction of the Engineer.
- b) Contractor shall provide all facilities, instruments, and attendance to Sr. Executive Engineer or his deputed representative to check his work. Instruments brought by contractor shall be in good working conditions recently calibrated and are subject to approval by Sr. Executive Engineer. Checking in part or full of any setting out of any line or level by the Engineer shall not in any way relieve Contractor of his responsibility for the correctness thereof.
- c) Contractor shall establish and maintain base lines and bench marks adjacent to the various section of work. All such marks and stakes must be carefully preserved by Contractor and in case of their destruction/dislocation by him, or any of his employees of otherwise, will be replaced at Contractor's expenses.

2.6 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATIONS ETC:

The contractor shall execute the work strictly in accordance with the construction drawings, sketches, layout plans, route plans, PSPCL standard drawings/sketches, standardization instructions & tender specifications etc. The Contractor shall also conform exactly and faithfully to the designs, drawings and instructions in writing relating to the work as signed by the Engineer lodged in his office and/or supplied to the Contractor.

2.7 DRAWINGS & SPECIFICATIONS:-

The list of drawings/sketches, given in the tender documents are intended only to convey to the tenderer a general idea of the type & extent of work involved. As such they are indicative for the tender purposes only. The construction drawings, sketches, layout plans, route plans etc. shall be got approved by the contractor progressively after award of contract to suit work/project priorities. The construction designs can also be revised due to any reason whatsoever before execution of that part of the work. No claim will be entertained from the contractor for any such revision if the construction drawings are at variance from those issued for tender purposes and also due to any revision of the construction drawings issued before execution of that part of the work. The work is to be executed strictly as per PSPCL specifications, Standardization Instructions and construction drawings, sketches, layout plans, route plans etc. PSPCL standard drawings/sketches followed by PSPCL shall not require separate approval of the PSPCL. Equipment or Construction drawings, sketches, layout plans, route plans etc. contained in PSPCL Standardization Instructions shall also not require separate approval unless otherwise stated therein. However if some extra work is required to be executed that have been established during the course of joint survey, the same shall be executed after getting the construction drawings, sketches, layout plans, route plans etc. /Specifications approved from concerned Engineer-In Charge .

2.8 SITE FACILITIES BY CONTRACTOR:

The contractor will be required to provide at his own cost all facilities for his office, warehouse, tool room change-room, labour huts or any other building-structure required to execute his work.

2.9 WORK TO PROCEED UN-INTERRUPTED:

It shall be ensured by the contractor that work shall proceed un-interrupted even in the event of power failures. As such the contractor should install diesel, generator for adequate capacity or provide adequate number of diesel-operated machinery such as dewatering pumps, concrete mixers, diesel generator, vibrators, welding sets etc.

2.10 NIGHT SHIFTS:

The time of completion shall be deemed to exclude working during night shifts. However, Engineer may consider granting permission for working during night shifts if considered essential to complete the work in the stipulated time, on a specific request by a contractor. Night work shall not entitle the contractor to any extra payment. Where night work is in progress, sufficient lights shall be provided by the contractor at his cost to safeguard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated areas and under-ground open structures shall be properly barricaded and shall be provided with red lights to prevent accidental falls.

2.11 CONTRACTOR'S STAFF:

Contractor shall have qualified engineers and foremen/supervisors with adequate experience in execution of works at the site for satisfactory progress and completion of the work as directed by Engineer. His site Engineer shall be responsible for all aspects of the work at the site and shall take instructions from the Engineer and carry out his instructions. All temporary electrical installations shall be supervised by a qualified electrical supervisor of the contractor.

2.12 PROTECTION OF WORK BY CONTRACTOR:

Should the work be suspended by reason of strikes/riot by contractor's own employees or any other cause whatsoever except the pre-majure conditions contractor shall take all precautions necessary for protection of works and make good at his own expense any damage arising from any of these causes.

2.13 CO-ORDINATION WITH OTHER AGENCIES:

During the course of contractors work, other works either by the PSPCL or by other contractors or by both simultaneously will be in progress with in the project area. Contractor is to make his best effort to work in harmony with others in the best overall interest of the project and its speedy construction and comply with engineer's instructions in making alternative arrangements at any time for maintaining the work scheduled at no extra cost to PSPCL.

2.14 ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not without the prior written approval of the Accepting Authority assign or transfer the contract or any part thereof, of any share, or interest therein to any other person.

2.15 SUB CONTRACT:

The contractor shall not sublet any portion of the contract without the prior written approval of the PSPCL.

2.16 COMPLIANCE TO REGULATIONS AND BYE LAWS:

The Contractor shall conform to the provisions of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State department or Undertakings with whose system the work is prepared to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections, give the Engineer-in-charge notice, specifying the variation proposed to be made and reasons thereof and shall not carry out any such variation until he has received instructions from the Engineer-in-charge in respect thereof, the contractor shall be bound to give notice required by statute Regulations or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

2.17 CONTRACTOR TO REPORT ACCIDENT:

In the event of occurrence of any accident at or near the site of work or in connection with execution of the work, report shall be made immediately by the contractor to the Engineer, giving full details of the accident. He shall also report such accident to all the competent authorities.

2.18 REMOVAL OF CONTRACTOR'S PERSONNEL/WORKMEN:

The contractor shall employ only such person on the execution of the works as are skilled and experienced in their respective trades. The Engineer shall have full power at all times to object the employment of any workmen, foreman or other employee on the work by the contractor and if the contractor shall receive notice in writing from the Engineer requesting the removal of any such men or man from the work, contractor is to comply with the request forthwith. No such workman, foreman or other employee after his removal from the work by request of the Engineer shall be re-employed or re-instated on the work by the contractor at any time except with the prior approval in writing of the Engineer. The contractor shall not be entitled to demand the reasons from the Engineer for requesting the removal of any such workman, foreman or other employee.

2.19 WORK OPEN TO INSPECTION:

All works under or in course of execution of executed in pursuance of the contract shall at all time be open to the inspection and supervision of the any agency of the PSPCL Engineer-in-charge/ representative of Engineer and his subordinates and the contractor shall at all times during the usual working hours and all other times at which reasonable notice of the intention

of the Engineer or his subordinate to visit the works shall have been given to the Contractor during which period either he could be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agents shall be considered to have same force and effect as if they had been given to the contractor himself.

2.20 NOTICE BEFORE WORK IS COVERED UP:

The Contractor shall give not less than 7 days notice in writing to the Sr. Executive Engineer or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement 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 any work with the consent in writing of Sr. Executive Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

2.21 CONTRACTOR LIABLE FOR DAMAGE DONE:

If the contractor or his work people or servants shall break, deface injure or destroy any part of a building if they may be working on any building, road, fence, enclosures or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happens to the work, while in progress, from any cause whatsoever, the contractor shall make the same good at his own expense, or in default, the Engineer may cause the same to be made good by other workman and deduct the expenses for which the certificate of the Engineer shall be final from any sums that may be at any time thereafter may become, due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

2.22 CONTRACTOR'S SUPERVISION:

The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an Engineer as his accredited agent approved by the Engineer In charge, if the contractor does not himself have sufficient knowledge or experience to be capable of receiving instructions or cannot give his full attention to the works. The Contractor or his agent shall be present at the site(s) and shall superintend the execution of the work or works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer In charge. Directions/instructions given by Engineer/In charge to the Contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

If the contractor fails to appoint a suitable agent as directed by the Engineer In charge, the Engineer In charge shall have full powers to suspend the execution of works until such date as suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay caused to the works

2.23 CONTRACTOR TO SUPPLY, PLANT, LADDERS, SCAFFOLDING AND SAFETY MEASURES Etc:

The contractor shall supply at his own cost all materials except such special materials, if any, as may be supplied from the PSPCL's stores in accordance with the contract, plants tools, appliances, implements, ladders, cordage, tackle fuels, lubricants, gases, scaffolding and any temporary works etc. which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Sr. Executive Engineer as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to required together with carriage thereof to or from the work. The contractor shall also supply the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer 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 sufficient portion thereof. The contractor shall take all necessary precautions required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or, which may with the consent of the contractor be paid in compromising any claim by any such person.

2.24 WORK ON SUNDAYS/GAZATTED HOLIDAYS:

No work shall be done on Sundays and Gazetted holidays without the sanction in writing of the Sr. Executive Engineer.

2.25 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 (VIII of 1923) hereinafter called the said Act for injuries caused to the workmen. If such compensation is paid by the PSPCL as principal under sub section (i) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the PSPCL from the contractor under sub-section (2) of the said section. The contractor shall pay such amount of the compensation on demand, failing which it will be recovered from him by deducting it from any sums that may be due or become due to the contractor by the PSPCL under the contract or otherwise.

2.26 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUBLETTING OF CONTRACT:

The Accepting officer, without prejudice to any other right or remedy, which shall accrue thereafter to PSPCL, shall cancel the contract in any of the following case:

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or purport to do so, or if any application be made any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors:

OR

- b) Being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affairs or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a Receiver or Manager.

OR

- c) Make an arrangement with or assignment in favor of his creditors or agree to carry out the contract under a Committee of inspection or his creditors:

OR

- d) Assigns, transfer, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer.

OR

- e) Suffers an execution being levied on his goods works or property and allows it to be continued for a period of 21 days.

Whenever the Accepting Officer exercises his authority to cancel the Contract under this condition, he may complete the work by any means at Contractor's risk and expense provided always that in the event of the cost of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the PSPCL and that if the cost of completion exceeds the money due to the Contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means. Engineer-in-charge will have powers to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and or carry out the work by any means at the risk and cost of the contract.

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/or labour provided by the PSPCL with an addition of such percentage to cover the superintendent and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of the sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance outstanding from the contractor it shall be recovered in accordance with the provisions of the contract or by other means available.

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 commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer- shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

2.27 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:

In case of tender by partners any change in the constitution of the firm shall be forthwith, notified by the contractor to the Engineer for his information. Any change in the address of the contractor shall also be intimated to the Engineer forthwith.

2.28 TERMINATION OF CONTRACT ON DEATH:

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Accepting Officer shall have the option of terminating the contract without compensation to the contractor.

2.29 SPECIAL POWERS OF DETERMINATION:

If at any time after the acceptance of the tender, PSPCL shall for any reason what so ever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the foreclosing of the work. Neither shall the contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawing, designs, and instructions, involving any curtailment of the work as originally contemplated.

PART-3

PERFORMANCE OF THE CONTRACT & PAYMENTS

3.1 SECURITY DEPOSIT

The contractor shall permit owner/ Engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deduction is to be held by owner/ Engineer-in-charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/Engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/Engineer on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be refunded to the contractor after the expiry of defects liability period which is twelve months from the date of handing over the works to PSPCL or payment of final bill whichever is later. However for the material having warranty period more than one year the security deposit shall be retained proportionate to the warranty of that item. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill. The earnest money deposited at the time of tender will be treated as part of the security deposit.

Against Security of 5% to be deducted from the bills of contractors, they have the option of depositing BG valid up to warranty/ defects liability period for the same amount (minimum 5% of Work Order value).BG should be of scheduled Bank as per prescribed procedure of PSPCL.

3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

- a) In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump-sum or deducted by installment or in case of abandonment of the work owing to serious illness or death of contractor or any other cause, the engineer-in-charge on behalf of the PSPCL shall have power to adopt any of the following courses as he may deem best suited to the interest of the PSPCL:
 - i) To rescind the contract (of which rescission notice of 15 days in writing to the contractor under the signature of Engineer-in-charge shall be conclusive evidence) and in that case the security deposit of contractor shall stand forfeited and be absolutely at the disposal of the PSPCL.
 - ii) To employ labor paid by the PSPCL to supply materials to carry out the works, or any part of the works debiting the contractor with the cost of labour and the price of the material (as to the correctness of which cost and price, the certificate of the Sr. Executive Engineer 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 the contract and in that case the certificate of Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

iii) 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 sums 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 Sr. Executive Engineer shall be final conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the PSPCL under the contract or otherwise or from his security deposit or the sale proceeds thereof or a sufficient part thereof.

In the event of the above course being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, made any advance 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 rescinded 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 the contract unless and until Sr. Executive Engineer have certified in writing performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount as certified.

b) In any case in which the power conferred by clause referred to above, shall have become exercise able and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the person conferred the power by clause referred to above putting in force by any of the alternatives (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant, materials & stores, in or 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 or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the Addl.SE/Sr. Executive Engineer whose certificate thereof shall be final and conclusive otherwise the Addl.SE/Sr. Executive Engineer may by notice in writing to the contractor or any of his authorized agent require him to remove such tools, plants, materials or stores from the premises (within a time is to be specified in such notice) and in the event of the contractor failing to comply with any such requisitions, Sr. Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Sr. Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

3.3 EXTENSION OF TIME

i) If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may if in his opinion there are reasonable grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this regard shall be final and binding.

- ii) For any delay in work on account of act of omission or commission at the part of PSPCL viz. delay in issue of material, alterations, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

3.4 FORCE MAJEURE:

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public amenity, Civil Commotion, sabotage, floods, explosion, epidemics, fires or other acts of God, strikes and lockout (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall be reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

3.5 Extra Items.

Definition of extra items

- a. Extra items of work are items that are completely new and are in addition to the items contained in the contract.
- b. Substituted items are items that are taken up with partial modification or in lieu of items of work in the contract.

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-charge.

Determination of rates for extra/substituted items

- a. The rate of extra items will be worked out at market rates prevailing at the time of commencement of execution of these items. For substituted items, the agreed rate of the original item will be adjusted for the difference in market rates of original and substituted items. The analysis of rates on market rates should be on similar lines as adopted in the justification of tender.
- a. The contractor shall submit his rates along with proper analysis for all extra/ substituted items. These shall be duly considered by the Bid Evaluation Committee to forward the statement(s) for obtaining the approval of the Hon'ble CMD PSPCL.
- b. The value of extra and substituted items shall be restricted to 2% of the tender amount.

3.6 FACILITIES TO BE PROVIDED :

Details under this clause has been elaborated at clause no. 2.4 of Part-2 of Section-III.

3.7 COMPLETION/FINAL CERTIFICATE :

On completion of the work the contractor shall be furnished with completion certificate by the Sr. Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until works are taken over and/or duly tested and put to operation as the case may be nor until the work shall have been measured by the Sr. Executive Engineer or where the measurements have been taken by the subordinates until they have received the approval of the Sr. Executive Engineer the said measurement being binding and conclusive against the contractor. If the contractor fails to comply with the requirements of his clause as to removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Sr. Executive Engineer may at the expense of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

3.8 ALL COMPENSATION/PENALTY PAYABLE TO BE CONSIDERED REASONABLE:

All sums payable by way of compensation/penalty by contractor under any of these conditions shall be considered as reasonable compensation to be applied to the use of PSPCL without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

3.9 DEDUCTION OF AMOUNTS DUE TO PSPCL:

Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to PSPCL by the contractor in respect of the contract or any other contracts or work order or on any account whatsoever may be deducted from any sum whatsoever payable by the PSPCL to the contractor either in respect of this contract or any work order of contractor or on any other account by any other office of the PSPCL.

3.10 ACTION WHERE NO SPECIFICATIONS:

In the case of any class or work for which there is no such specification mentioned in the contract, such work shall be carried out in accordance with specifications as decided by the office of CE/RE & APDRP.

3.11 ACTION ON UNSATISFACTORY PROGRESS:

If the progress of a particular portion of the work is unsatisfactory, PSPCL shall initiate action as defined in bidding document after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

3.12 DIARY REPORT:

A daily diary register will be kept at site office. Contractor will supply all detailed information every day at 9.30 hours for the preceding day and the diary will be jointly signed by Sr. Executive Engineer/AEE/AE and contractor's representative everyday in token of its correctness. A work instructions Book serially numbered will also be kept at site office and day-to-day instructions will be given in that Book. Contractor's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them. If the contractor's representative does not actually see the instructions and or sign the same, which shall not in any way relieve him of his obligations or responsibilities.

3.13 CONSTRUCTION PROGRAMME:

The contractor shall submit the proposed construction programme to the PSPCL for approval within one month from the date of issue of work order (i.e. during Mobilization period).The programme shall include the following:

- a) The order in which the contractor proposes to carry out the works (including each stage of design, procurement, manufacture and delivery to site, construction, erection, testing and commissioning).
- b) All major events and activities in the production of construction documents.
- c) The schedule date for completion of all milestones as approved by the PSPCL
- d) The periods for the pre-construction reviews and for any other submissions, approvals and all consents specified if any in tender.
- e) The sequence of all tests specified in the contract.
- f) The contractor shall provide, in writing a general description of arrangements and the methods which the contractor proposes to adopt for the execution of works .No significant alteration to the Programme or to such arrangements and methods shall be made without informing PSPCL. If the progress of works does not conform to Programme, PSPCL may instruct the contractor to revise the Programme, showing the modifications necessary to achieve completion with the time for completion.
- g) The above notwithstanding , the contractor will be fully responsible to ensure that work are carried out in a timely manner so as to complete the whole of the works within the agreed time for completion and to complete the individual sections in broad conformity with the indicative milestone schedule .As a general rule, the contractor shall develop his detailed construction Programme in consultation with PSPCL so as to clearly describe the milestones that are to be achieved during each month of the contractual period based on the following principles.
- h) The works shall be scheduled on a mutually agreed basis so that they proceed at a steady pace commensurate with the overall scale and the objectives of the contract with due consideration to the priorities established by the PSPCL so that early benefits can be realized from completed section.
- i) Works should be taken up in an integrated manner so that each section is completed in its entirety , ready for commissioning as the project proceeds and all works shall be completed in their entirety within the time for completion , including testing ,rectification of the defects .
- j) PSPCL reserves the right to request a change in the priority schedule for the activities as given by the contractor based on mutual agreement .In the event that the contractors actual progress falls behind the planned progress for reasons that are not outside the control of the contractor, then the contractor will be required to accelerate his progress to the extent

required to ensure completion within the time for completion for which no additional payment will be made.

3.14 PROGRESS REPORTS:

Contractor shall supply all information regarding procurement of material and progress of construction work, as is required by the Sr. Executive Engineer, for compiling the weekly progress representative. Weekly progress reports shall be prepared by the contractor in an approved format and submitted to the PSPCL in six copies .The first report shall cover the period up to the end of calendar month after that in which the commencement date occurred, reports shall be submitted monthly thereafter, each within 3 days of the last day of the period to which it relates. Reporting shall continue until the contractor has completed all the work which is known to be outstanding at the completion date .Each report shall include:

- a) photographs and detailed description of progress, including each stage of design , procurement ,manufacture , delivery to site ,construction, erection ,testing and commissioning .
- b) Charts showing the status of construction documents, purchase orders, manufacture and construction.
- c) For manufacture of each item of plant and materials, the name of manufacturer , manufacture location ,% progress and the actual or expected dates of commencement of manufacture, contractors inspection ,tests and delivery.
- d) Records of personnel and contractors equipment on site.
- e) Copies of quality assurance documents, test results and certificates of materials.
- f) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations .
- g) Comparisons of actual and planned progress , with details of any aspects which may jeopardize the completion in accordance with the contract , and the measures being (or to be) adopted to overcome such aspects and
- h) Early warning of any specific likely events or circumstances which may adversely affect the implementation schedule, with details of proposals to mitigate the effects of such events.

3.15 FOSSILS:

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall (as between the parties) be the property of PSPCL. The contractor shall take reasonable precautions to prevent his staff, labor other persons from removing or damaging such article or thing. The contractor shall immediately upon discovery of such article or thing, advise the PSPCL who may issue instructions for dealing with it .

3.16 EMERGENCY WORK:

If, by reasons of emergency arising in connection with and during execution of that contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to faculties, the contractor shall immediately carry out such work .if the contractor is unable or unwilling to do such work immediately, the PSPCL may do or cause such work to be done as PSPCL may reasonably determine is necessary in order to prevent damage to the faculties. In

such event, the PSPCL shall, as soon as practicable after the occurrence of any such emergency, notify the contractor in writing of such emergency, the work done and the reasons therefore.

3.17 DESIGN:

- a) **General obligations:** The contractor shall carry out, and be responsible for, final design of the works, including any site surveys, sub soil investigations, material testing, and all other things necessary for proper planning and design. Design shall be prepared by qualified designers who are engineers or other professionals who are knowledgeable about the requirements of the IE rules 1956 and electricity rules 2005 and experienced in design of transmission and distribution systems.

The contractor responsibility for design will normally be limited to those activities which are necessary to comply with the requirements given in construction documents. Final design and construction documents will usual include conducting the necessary surveys, site investigations, sub soil investigation and detailed design for the following works:

- i. Finalization of alignments for new and /or relocated sub – transmission lines.
 - ii. Finalization for location and layouts for DT's.
 - iii. Finalization of foundation design and drawing for all structures.
 - iv. Finalization of construction drawing for road crossings, railways crossings, river crossings, utility crossings etc..., as applicable.
 - v. Any other design that may be reasonably required for satisfactory completion of works.
 - vi. Finalization of layout plans for new and /or rehabilitated substations.
 - vii. For reconductoring works, assessment of the structural stability of existing supporting structures against wind , seismic forces and original loads and detailed design and construction design for any necessary strengthening and rehabilitation works.
 - viii. Finalization of site grading, architectural, structural, electrical and stationary designs and drawings etc.For new facilities as applicable.
- b) The contractor will not be required to redesign or submit drawings for works that are adequately covered by PSPCL standard drawings/ PSPCL Standardization Instructions, nor will he be required to prepare new designs for the plant and equipments that is adequately covered by manufacturer's drawings. In case PSPCL drawings contained in specification do not cover all the works that are required under the contract then the contractor shall submit the appropriate standard drawings to PSPCL for approval.
- c) To the extent required, all design shall be prepared using commercially available design software. All construction drawings, sketches, layout plans, route plans etc. shall be prepared using Auto cad, at the appropriate scale which shall be agreed with PSPCL.
- d) The contractor holds himself, his designers as having the experience and capability necessary for the design .The contractor undertakes that the designers shall be available to attend discussions with PSPCL at all reasonable times during the contract period.
- e) The contractor will be fully responsible to ensure that its designs, construction drawings, sketches, layout plans, route plans etc. and construction documents satisfy the requirements for constructing works that are complete and sufficient in all respects and satisfy the objectives of providing completed facilities that can be operated efficiently and economically .No approval of or failure to object to, the contractors designs, construction drawings, sketches, layout plans, route plans etc. and construction documents by PSPCL will relieve the contractor of its responsibility.

3.18 CONSTRUCTION DOCUMENTS:

The contractor shall prepare Construction Documents in sufficient detail to satisfy all regulatory approvals, to provide suppliers and construction personnel sufficient instruction to execute the works and to describe the operation of the completed works. PSPCL shall have the right to review and inspect the preparation of Construction Documents, wherever they are being prepared. If PSPCL instructs that the further Construction Documents are necessary for carrying out works, the contractor shall upon receiving PSPCL instructions prepare such construction documents. Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by the contractor at his cost.

3.19 TECHNICAL STANDARDS AND REGULATION :

The design, Construction Documents, the execution and the completed works shall comply with India's national specifications, technical standards, building, construction and environmental regulations, regulations applicable to the product being produced from the works and the standards specified in PSPCL specifications, applicable to the contractor's proposal and schedules or defined by law. References in the contract to such specifications and other matters shall be understood to be references to the edition applicable on the base date, unless stated otherwise. If substantially changed or new applicable national specifications, technical standards or regulations come into force after the base date, the contractor shall submit proposals for compliance and approval to PSPCL.

In respect of technical specifications and standards, any national and international standards which promise to confer equal or better quality than the standards specified will also be acceptable, subject to approval by PSPCL.

3.20 OPERATION AND MAINTENANCE MANUALS:

Contractor will also provide training to sufficient no. of officials/officers either at site or his works at his own cost including boarding and lodging. Prior to commencement of the tests on completion, the contractor shall prepare and submit to PSPCL, operation and maintenance manuals in accordance with PSPCL requirements and in sufficient detail for PSPCL to operate, maintain, dismantle, reassemble, adjust and repair the works.

3.21 ERROR BY CONTRACTOR:

If errors are found in the Construction Documents then these documents and the works shall be corrected at the contractor's cost.

3.22 DAMAGED WORKS:

The contractor will be responsible for any and all losses of materials and damage to works till they are handed over as a result of floods, earthquake, wars, rains, storms and other such acts of God etc. The owner will not be responsible for any compensation as a result of such

damage or loss to the contractor and the contractor shall be liable to get right such damage at his own cost to the satisfaction of the Engineer/Owner. The contractor shall arrange insurance against above risks at his cost.

3.23 PENALTY FOR DELAY:

The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the date on which order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contract) and the contractor shall pay as penalty an amount equal to one half percent of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 5 percent of the estimated or actual cost of work whichever is higher.

The Owner may without prejudice to any other method of recovery, deduct the amount of such penalty from any amount due or to become due to the Contractor. The payment or deduction of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligation and liabilities under the Contract.

3.24 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work as specified in whole or in part as the case may require or as the case may be, remove that materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with other material or articles complained of as the case may at the risk and expense in all respect of the contractor.

3.25 PAYMENTS:-

- a) **Measurement of the works executed by the contractors shall be recorded by the JE of respective DS Division. Concerned AEE/AE of DS organization will check 100 % measurements recorded by JE/DS and out of which 20 % of measurements shall cross checked by respective Addl. SE/ Sr. Executive Engineer/DS .The bills shall be further verified by concerned Addl. SE/ Sr. Executive Engineer/DS and Addl. SE/ Sr. XENs/APDRP jointly. Shortages detected, if any, will be to the contractor's account. All payments pertaining to these works shall be made by AO/ APDRP, A-1, Shakti Vihar, PSPCL Patiala on receipt of duly verified and approved bills of contractors.**

- b) **While submitting the bill, the contractor has to clarify that he has used PSPCL inspected material only in the project, if any other material is found erected on the site the contractor shall be responsible for it and he has to replace the material free of cost with PSPCL inspected material.**
- c) No payment shall be made for works estimated to cost less than rupees ten thousand till after the whole of the works shall have been completed and a certificate of the completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. **But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and complete and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer in-charge under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in/any other way vary or affect the contract.** The final bill shall be submitted by the contractor within one month of completion of the work otherwise the ASE /Sr. Executive Engineer's Certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.
- d) Payment of dismantlement charges shall be made after return of dismantled material to the stores. While preparing the complete details of material to be dismantled, the condition of material i.e. whether the material is healthy or damaged shall also be indicated in the report. If any material gets damaged during dismantlement, the same shall be reported immediately to Addl.SE/Sr.XEn/DS and shall be got verified within a week's time from the authority who originally prepared the above dismantlement report.

e) **Mobilization Advance:**

Advance @7.5% of work order amount shall be payable after completion and acceptance of survey and shall be paid to the successful bidder. Interest rates at which PFC has provided the loan to PSPCL (applicable at the time of disbursement)+1%, will be charged on advance made to the successful bidder.

The advance shall be given against irrevocable bank guarantee, valid for the period of contract. In case of extension of the Contract agreement period, validation of the bank guarantee of the balance amount, one month prior to its expiry will be the sole responsibility of the contractor otherwise without referring to the contractors; the PSPCL will be within its rights to encash the bank guarantee.

Note : The mobilization advance will be adjusted in the bills on prorata basis..

3.26 MODE OF PAYMENT:

The payments against supply of material and its labour charges for erection of material shall be made as per actual measurements ;

- i) 60% payment against supply of material at site shall be made subject to other conditions of Insurance clause of the Specification after physical verification of material by the concerned ASE/Sr. Xen/APDRP of respective zone of PSPCL. However, the procurement of all major items of material by the contractor and payment of the same by PSPCL shall be regulated in such a manner that at no point of time, quantity of un-erected material shall not exceed 30 % of the total quantity of the work Order.
- ii) The next payment against next supply of material shall be made only when 80% of the earlier supplied material by the contractor is erected which have to be certified by Addl SE/Xen/APDRP of respective zone.
- iii) 30% payment out of the balance 40% payment for the supply of material along with 90% payment of erection cost thereof will be made after erection of material through running bills.
- iv) Balance 10% payment of both supply and erection of material will be made after satisfactory erection, commissioning and handing over of the entire allotted work to PSPCL as per the work order.
- v) The above payment terms shall be further regulated as under:
 - a) The payment for all the items brought at site by contractor shall be allowed/released as per above clauses, (i) to (iv).
 - b) The contractor shall indemnify the PSPCL on non-judicial stamp paper against safe custody of the said material and that the same material will be used for execution of work for which the payment has been made.
 - c) Payment to the contractors will be released only after site verification of the material received before erection and for erected works, the payment shall be released after measurement of erected works.

3.27 PAYMENT OF FINAL BILL:

After the work is completed, final bill would be paid on the certification of an officer not below the rank of Addl. SE/Sr. XEN that the work is done according to construction drawings, and specifications attached to the tender, if any additions and alterations have been carried out, detailed measurements in respect thereof shall be recorded and extra payments or deduction are to be regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alteration for which the contractor has not quoted a rate, the payment shall be regulated as per clause for "extra items".

Furthermore final payment shall be released after making compliance of shortcomings/defects pointed out by Technical audit/ any other agency.

3.28 SIGNING OF RECEIPTS FOR PAYMENTS:

The PSPCL may refuse or suspend payments on account of a work when execution by a firm or by contractor described in their tender as firm unless receipts are signed by all the partners or one of the partners or some other person who produces written authority enabling him to give effectual receipts on behalf of firm.

3.29 ARBITRATION CLAUSE:

- a) If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provide for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the PSPCL, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.
- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/PSPCL shall be with held on account of such proceedings.

3.30 RECISION OF CONTRACT:

The contractor shall not be assigned or sublet without the written consent of the CE/RE&APDRP, PSPCL, Patiala and if the contractor assigns or sublets his contract or attempts to do so without consent of the above authority or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their benefit or attempts to do so or if concerned Addl. SE/ Sr. XEN/APDRP shall certify in writing that in his opinion contractor:

- a) Makes default in commencing the work within a time as prescribed in the completion period from the date of issue of work order and continue in that state after a reasonable notice from Engineer-in-charge.
- b) In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-Charge.
- c) Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.
- d) Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract

- f) (i) Any bribe, gratuity, gift, loan, perquisite, records 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 to any public officer, person in the employment of PSPCL in any way relating to his office or if any such officer or person of PSPCL shall become in any way directly or indirectly interested in the contract.

In such case the PSPCL may notwithstanding any previous waiver, after giving 10 days notice in writing to contractor, terminate the contract and the security deposit of the contractor shall thereupon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work theretofore actually performed under the contract and further, PSPCL may enter upon and take possession of the works and all plant, tool, scaffolding, sheds, machinery etc and materials lying upon premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works and contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing of using the material and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer shall give a notice in writing to contractor to remove his surplus materials and plant and should fails to do so within a period of 14 days from issue of the notice by him, PSPCL may sell the same by public auction. The amount so realized shall be adjusted against any money due to the PSPCL by the contractor.

- (ii) In case any personnel/workmen/laborers employed by the contractor indulges in accepting any bribe, gift or advantage from PSPCL consumers during the contractual period and the charge is established, the PSPCL shall reserve the right to impose penalty of Rs 2 lacs for the first default and Rs 5 lacs for the second default in addition to direct the contractor to remove personnel/workmen/laborers allegedly involved in bribe etc. In case of subsequent default, action to terminate the contract shall be initiated by PSPCL.
- g) In case the PSPCL intends to foreclose the contract before the completion of the job due to any reason then the Engineer-in-charge shall serve 30 days clear notice to the contractor. The work completed up to date of issue of the notice shall be measured jointly, un-utilized materials supplied by the PSPCL shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for un-utilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

3.31 PRIORITIES & LICENCES BY CONTRACTOR:

The contractor shall be responsible for making his own arrangement for priorities or licenses, for all materials, which are not to be supplied by the PSPCL. Only recommendatory letters where necessary shall be issued on the specific request by the contractor.

3.32 JURISDICTION:

Jurisdiction for filing any suit in case of any dispute shall be the Courts at Patiala, Punjab.

3.33 NEGOTIATION:

Normally no negotiation affecting prizes or basic features of NIT/Specification shall be conducted with bidders after opening of tenders under exceptional case specific orders of accepting authority after the reasons to be recorded. The negotiations may be held with L-1 only.

3.34 INTERPRETATION

- i) If any time, any question arises relating to the interpretation of these Regulations, it shall be referred to the PSPCL, whose decision on the point shall be final.
- ii) Cases involving relaxation of these regulations shall be referred to the PSPCL for decision.
- iii) Save as otherwise provided for in these Regulations the provisions of PSPCL Regulations of Conduct of Business, 1980 shall be in addition to and not in derogation of these Regulations.

3.35 DEVIATIONS

The bidder shall give unconditional acceptance to PSPCL Tender Specification which implies that each and every provision of specification is acceptable to bidder. However deviation, if any, technically or commercially be indicated clearly in schedule of deviation (Annexure-F) mentioned under Clause No. 19 of Technical Section (Section –IV) of this specification.

PART- 4

FAIR WAGE CLAUSES & LABOUR REGULATIONS

4.1.0 FAIR WAGES:

- 4.1.1** The contractor shall pay not less than fair wage to labour engaged by him on the work. Fair wage means wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Government, PWD/PSPCL for District in which the work is done.
- 4.1.2** The contractor shall notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wage of labourers indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.3** In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with the Punjab Govt. Contractor's labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4** The Dy.CE/SE concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good of non-fulfillment of conditions of the Contract from the benefits of the works. Non-payment of wages or decisions made from him or their wages which are not justified by the terms of the Contractors or for observance of the regulations.
- 4.1.5** No labour below the age of 14 years shall be employed on the work.
- 4.1.6** It will be the responsibility of the Contractor to ensure that trees in the camp site and in the vicinity, there fruit etc. are not damaged by his labour or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

4.2.0 CAMPS & CONVENIENCES:

- 4.2.1** Suitable temporary hutting, accommodation as in the opinion of the concerned Sr. Executive Engineer may be necessary, outside the premises of the PSPCL's land. The Contractor shall not put up any unauthorized canteens or tea shops on PSPCL's property without the knowledge and prior approval of the Sr. Executive Engineer in writing.
- 4.2.2** Trenches, Latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical Officer In- charge of the area.
- 4.2.3** Clean drinking water to be provided by the Contractor.

4.3.0 MONTHLY RETURN REGARDING WAGES:

The Contractor shall be required to submit to Labour Welfare Officer/Sr. Executive Engineer, on the tenth of every month a return on the prescribed form for the payment of wages under the fair wage clause. This failure of the Contractor to do so shall be considered as breach of the Contract and will be dealt with as such.

4.4.0 CONTRACTOR'S LABOUR REGULATIONS:

DEFINITIONS:

4.4.1 In these regulations unless otherwise expressly indicated the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say:

- a) Labour means workers as employed for PSPCL/Public Works Department by the Contractor directly or indirectly through a Sub-Contractor/or other person or any agent on his behalf.
- b) 'Contractor' shall include every person whether a Sub-Contractor or headman or agent, employing labour on the work taken on contract.
- c) 'Wage' shall have the same meaning as defined in the payment of wages Act, 1936 and includes time and piecework rate wages.

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.

The Contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous places on the work notice in English and the local Indian Languages spoken by the majority of the workers, giving the particulars of wages and other alike matter as required under regulations.

4.4.3 PAYMENT OF WAGES:

- a) Wages due to every worker shall be paid to him directly.
- b) All wages be paid in current coins or currency or in both.
- c) The Contractor shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed one month
- e) Wages of every workmen employed on the Contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- g) All payment of wages shall be made on a working day.
- h) Wage register and wage card etc:

The Contractor shall maintain a wage register of workers, in such form as may be convenient, but the same shall include the following particulars.

- i) Rate of daily or monthly wages.

- ii) Nature of work on which employed.
- iii) Total amount payable for the work during each wage period.
- iv) Total numbers of days worked during each wage period.
- v) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
- vi) Wages actually paid for each wage period.
- vii) The Contractor shall also maintain a wage card for each worker employed on the work.
- viii) The authority competent to accept the Contract may grant an exemption from the maintenance of wage register and wage cards, to a Contractor who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

4.4.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:

The wages of a worker shall be paid to him without any deduction of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of the deductions shall be in proportion to the period for which he was absent.
- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction, which the PWD/PSPCL may from time to time allow.
- e) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- f) The total number of fines, which may be imposed in one wage period on a worker, shall not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date of which it was imposed.

4.4.5 REGISTER OF FINES ETC:

- a. The Contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- b. The Contractor shall maintain a list in English, Hindi and in the local Indian Language clearly defining acts and conditions for which penalty or fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

4.4.6 PRESERVATION OF REGISTERS:

The wage register, the wage card and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

4.4.7 POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY:

Authority of the Punjab Government in their behalf shall have power to make enquiries with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulation. He shall investigate into any complaint regarding any fault made by the Contractor or by the Sub-Contractor in regard to such provision.

4.4.8 REPORT OF LABOUR WELFARE OFFICER:

The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the results of investigation or enquiry to the Sr. Executive Engineer concerned indicating the extent if any, to which the fault has been committed and the amount of the recoveries in respect of the cost of commission and omission of the laborer, with a note that necessary deduction from the contractor's bill be made and the wages and other deductions paid to the laborers concerned.

4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or their person so authorized may appeal against such decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

4.4.10 INSPECTION OF REGISTERS AND CARDS:

The Contractor shall allow inspecting of the registers and cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other officer authorized by the Punjab Government on its behalf.

4.4.11 SUBMISSION OF RETURNS:

The Contractor shall submit periodical returns as may be specified from time to time.

4.4.12 AMENDMENTS:

The Punjab Government may from time to time, add to or amend these regulations and on any question so as to effect applications interpretations of these regulations. The decision of the Labour Commissioner to the Punjab Government or any other person authorized by the Punjab Govt. in that behalf shall be final.

4.5 INTOXICANTS:

Contractor shall not permit or suffer the introduction or the use of intoxicant upon the works embraced in his contract or upon any of the ground occupied or controlled by him.

4.6 E.P.F.

The contractor will submit to PSPCL, the EPF clearance certificate from the Regional Provident Fund Commissioner authorities from time to time. The final bill and security of the contracting agency will be released only after the contracting agency will supply the final clearance for the project from the Regional Provident Fund Commissioner authorities.

**Dy. CE/RE&APDRP (Design)
PSPCL, Patiala.**

SECTION – IV
TECHNICAL SPECIFICATION

1. SCOPE OF BID

Scope of work includes survey, reassessing & freezing of quantities, design, supply, quality assurance, pre-dispatch testing, transportation storage, erection, site testing and commissioning etc.etc. of following works on turnkey basis.

- i) Creation of new 66/11 KV grid substations along with associated transmission circuit lines with 85% loading after considering load growth for next three years.
- ii) Augmentation of 66/11 KV & 33/11 KV existing grid substations and augmentation of existing 66 KV, 33 KV transmission lines with appropriate size of conductor to achieve 85% loading after considering load growth for next three years.
- iii) New 66 KV and 11KV breakers.
- iv) New 11 KV lines with 100 mm²/ 80 mm² ACSR or of appropriate size XLPE/ AB cables on 11 Meters poles only keeping loading of the line up to 150 amps and voltage regulation within +/-6 %.
- v) Laying of underground Cables of 66KV, 33 KV, 11 KV and LT as per requirement/ availability of right of way.
- vi) Augmentation/ replacement of lines under size/ worn out ACSR conductor of HT Lines with 100 mm²/ 80 mm² or of appropriate size XLPE/ AB cables in such a way that loading of the line is up to 150 amps and voltage regulation 6 %.
- vii) Addition of new 11/0.433 KV DTs(25 KVA to 500 KVA), 33/0.433 KV (1000 KVA) into the system, De-loading of overloaded distribution transformers, Relocation of distribution transformers to load centres keeping 70% loading conditions and LT length 250 Meters.
- viii) Load balancing of DTs.
- ix) DLMS compliant DT meters on proposed DTs.
- x) Straightening of leaning poles, replacement of damaged 8/9/11 Meter poles, providing additional mid span 9/11 Meters poles and providing additional stay set on existing HT/ LT lines and 11 KV Distribution Transformers as per Standardization Instructions.
- xi) Re-earthing of all the existing distribution transformers with 2 no earths and re-earthing of all the existing 11 KV lines to achieve earth resistance values as per standardization instructions.
- xii) Replacement of defective 11KV G.O switches with new 11KV G.O switches/AB Switch.
- xiii) New Air Break switches as per IS are proposed to be installed on 11KV S/Stn of 200KVA and above.
- xiv) New LT lines with 100/80/50 mm² ACSR/ XLPE/AB cable of required size on 9 Meter PCC poles.
- xv) Augmentation/ Replacement of worn out/ under size ACSR conductor of LT lines with 100/80/ 50 mm² ACSR / XLPE/AB cable of equivalent sizes.
- xvi) Shortening of HT/LT spans by providing mid span 9/11 Meter poles as per Standardization Instruction.
- xvii) Shifting of consumer meters into 20 in 1, 4in 1, & 1in 1 pillar boxes/ MMBs.
- xviii) Replacement of electromechanical and defective meters with static energy meters.
- xix) New Ring Main Units and Fault Passage Indicators.
- xx) New Package Sub-Station of 11/0.433 KV of rating 630/990/1250 KVA.
- xxi) New guarding where ever required.
- xxii) Dismantlement of obsolete material and returning it to respective stores/TRY/ME labs.

NOTE:-

- a) Above Scope is indicative only. There is every likely hood that additional scope may be required due to techno-economical factors, day to day new technical advancement and practical problems which may come to fore during the period of execution.
- b) **Any material/ equipment required for completion of the work shall be deemed to have been included in the scope of work.**
- c) Even though all the work and materials necessary for satisfactory completion of the works may not be detailed in the specifications & schedules, **their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which case the consequential changes in price shall be mutually agreed between the owner & you.**
- d) PSPCL may at its discretion change the scope of the work to any extent viz. increase/decrease quantum of work & material/quantities mentioned in specification/work order etc., if required and even may increase/decrease allotment of work of this tender. The quantities can also vary at the time of actual execution.

2. PROCUREMENT OF MATERIAL:

- 2.1 The source of supply of material shall be from the approved vendors of PSPCL and/or other firms, which PSPCL may approve if considered and found, fit after conducting successful Works appraisal. The bidder shall inform the PSPCL about the source of supply of material. The material/ equipment shall be dispatched from the source only after inspection and approval by authorized representative of PSPCL. Installation of material will be as per approved drawings and specification. **The supplier of material will also supply the type test certificates wherever required at the time of inspection-call of items, which will be further examined by the inspection authority.**
- 2.2 If any material/equipment is not included in the technical specifications then the same should be as per relevant ISS or of the reputed make if ISS does not exist subject to approval of PSPCL. Any material/ equipment required for completion of the work shall be deemed to have been included in the scope of work.

3. JOINT SURVEY:

- i) After the award and before taking the work in hand, the successful bidder will carry out a joint survey with field officers not below the rank of concerned Addl.SE/ Sr.XEn/DS for each work and both will freeze the network design, each & every quantity and get it approved from the competent authority before the commencement of work accordingly. Quantities may vary to any extent but within the overall financial cap of particular DPR.
- i) Addl.SE/Sr.XEn/DS along with his field officers / staff shall be responsible to achieve the targets (i.e. AT&C Losses less than 15 %) in order to ensure the proper utilization of funds so that 50 % project cost be got converted into grant as available under this scheme.
- ii) PSPCL may at its discretion change the scope of the work viz. increase/decrease in quantities mentioned in specification etc. if required and even may increase/decrease allotment of work of this tender.
- iii) The successful bidder will prepare drawings, sketches, layout plans; route plans etc. during the mobilization period and subsequently get them approved from concerned Addl.SE/Sr.XEn/DS/PSPCL. The work shall only be commenced after getting the drawings, sketches, layout plans, route plans etc. approved from the concerned Addl. SE/Sr. XEn / DS/PSPCL.

4 DETAILS OF MATERIAL:

- i) Complete list of tentative total quantity of material required for execution of RAPDRP (Part-B) Work is attached as **Annexure-B**. Since this requirement may increase or decrease to any extent as per prevailing conditions at site as such successful are required to extensively execute the work of joint survey as detailed in Clause No.3 above. The entire material required for the completion of work shall be arranged/ supplied by the contractor at site as per actual requirement and in case the material has been procured/manufactured by the contractor beyond the actual requirement, the owner (PSPCL) shall not be responsible to take over/adjust the material rendered surplus. The material has to be of the best quality and as per PSPCL Specifications.

Note: a) Detail of material required for completion of conversion and erection (**Annexure-B**) is tentative which may vary as per actual site conditions and the payments shall be made on actual basis after due verification by Addl.SE/Sr.XEn/APDRP & Addl.SE/Sr.XEn/DS as detailed in bidding documents.

- b) The technical description/specifications/drawings of all major items (Distribution, Transmission and Sub stations) are given in **Annexure-D**. The material to be supplied should be strictly as per the specification.

5 ERECTION OF MATERIAL

5.1 The construction practices/erection of material shall be carried out strictly in accordance with approved construction drawings, sketches, layout plans, route plans etc./specifications attached with the tender, provisions/directions in PSPCL Standard drawings/practices and PSPCL Standardization Instructions for Distribution works annexed at **Annexure-E**.

5.2 Quality of the erection work being executed by contractors shall be monitored by the concerned Addl.SE/Sr.XEn/APDRP & Addl.SE/Sr. XEn/DS, under whose area; the work is being carried out. Monitoring/checking of the erection work will be carried out by above officer extensively to ascertain that work is being executed as per PSPCL standard instructions/provisions of the contract.

5.3 The contractor shall be responsible for the Watch & Ward of the works/material until the same is taken over by the PSPCL.

5.4 The contractor shall be required to provide insurance cover at his cost, valid till the handing over of works to PSPCL, against damage/theft for any reasons thereof, during storage, erection and commissioning of all the material and such Insurance Policy shall be submitted by the Contractor before any payment is made by the PSPCL to contractor. The contractor shall be responsible for lodging the claims, if any, and also get the same settled with insurance company at his own level besides making goods the material/works involved in such claims within reasonable time to the satisfaction of Engineer-in-Charge to avoid any delay in the completion of work/contract. No extra payment shall be made by the PSPCL for any loss to the contractor in settlement of such claims by Insurance Company.

5.5 If any, shut down is required by the contractor during erection/dismantlement, contractor will contact the concerned Addl. SE/Sr. XEn (Operation Division) who shall arrange the shut down.

6 INSPECTION:

- 6.1 All major material before dispatch to site, will be inspected by the representatives of SE/ MS, PSPCL, Patiala or any other agency of PSPCL at suppliers' works to ascertain that material being supplied is as per PSPCL specifications. All testing facilities shall be provided by the suppliers/contractors, free of cost to PSPCL. Material consumed/destroyed during testing shall be to the contractor's account. After testing/ inspection, the PSPCL Inspecting Officers/ officials shall properly seal the material so that the same could be well identified after receipt of material at site. Minimum two weeks notice needs to be given by the contractor to PSPCL for arranging the inspection. Copy of complete 'Type Test' certificate as per relevant ISS wherever specified shall be furnished along with Inspection Call. The inspection Call shall be addressed to Dy.C.E/ RE&APDRP (Design), PSPCL, Patiala.
- 6.2 All other material, brought at site by the contractor, will be inspected, before erection thereof, by concerned ASE/Sr.XEn APDRP to ascertain that the material being supplied is as per PSPCL Specifications.
- 6.3 PSPCL reserves the right to waive off pre-dispatch inspection in respect of any material subject to furnishing of Routine/ Acceptance test as per applicable ISS by the supplier to ensure/ satisfy that material to be supplied is as per PSPCL Specification.
- 6.4 In respect of items not covered under inspection by representative of SE/ MS, PSPCL only physical inspection may be carried out by concerned ASE/Sr.XEn/ APDRP at site before and in specific emergent cases with the approval of CE/RE & APDRP, PSPCL, Patiala.
- 6.5 The contractors on whom work orders are being placed may be asked to submit a test certificate in respect of raw material utilized by them in the fabrication of these items as per relevant ISS. In case the Contractor does not procure raw material from approved vendors, then he shall submit test certificates of such material procured. If it is not possible even to furnish test certificate, then ISI marked material may be used for which no documentation may be insisted upon.
- 6.6 The contractor shall inform to the Dy.C.E/RE & APDRP (Design), PSPCL, Patiala under intimation to concerned Dy.CE/SE/MS about the source of supply of material. The material/ equipment shall be dispatched from the source only after inspection and approval of the authorized representative of PSPCL for inspection of material. The contractor shall inform the Dy.C.E/RE & APDRP (Design), PSPCL, Patiala in writing regarding inspection of material under intimation to concerned Dy.C.E/SE/MS and concerned Addl.SE/Sr.XEN/APDRP. The contractor shall submit the routine test certificates of the material with the inspection call. Supplier shall provide all the test certificates and testing facilities to inspecting officer. Any testing charges on account of testing shall be borne by the contractor.
- 6.7 Manufacturers shall maintain a complete record of the Routine tests carried out and shall produce the same whenever desired by the PSPCL.
- 6.8 Oil testing charges amounting to Rs. 5000/- per sample should be deposited on account of Oil tests being conducted at PSPCL Oil Testing Lab Patiala & in case oil sample fails, same charges will be got deposited from the firm for repeated tests. As such bidders are requested to quote their rates in view of this aspect.
- 6.9 Successful bidder shall submit details of testing facilities prior to one month from date of award of contract.

7. GENERAL:

- 7.1 It is not the intent to specify herein complete details of design and construction of the Plant/equipment/material. The plant offered shall conform to the relevant standards and shall

be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service. The dimensional drawings attached with the Technical Specification are generally of illustrative nature. In actual practice, notwithstanding any anomalies, discrepancies, omissions, incompleteness, etc. in these specifications and attached drawings, the design and constructional aspects, including materials and dimensions, will be subject to good engineering practice in conformity with the required quality of the product and to such tolerances, allowances and requirements for clearances etc. as are necessary by virtue of various stipulation in that respect in the relevant Indian Standards, IEC standards, I.E. Rules and other statutory provisions.

7.2 SERVICE CONDITIONS/CLIMATIC CONDITIONS:

General climatic condition common for all materials as follows:

- | | |
|---|--|
| a) Maximum ambient air temperature in shade | 50° C |
| b) Maximum temperature of air in sun | 60°C |
| c) Maximum daily average ambient air temperature. | 45°C |
| d) Maximum yearly weighted average ambient temp. | 40°C |
| e) Minimum ambient air temperature | (-)5° C |
| f) Maximum humidity | 100% |
| g) Altitude above MSL not exceeding | 1000 Mtrs. |
| h) Average No. of rainy days per annum | 60 |
| i) Average annual rainfall | 50 Cms |
| j) Number of months of tropical monsoons conditions | Three |
| k) Maximum Wind Pressure | 195 Kgs./Sq.M. |
| l) Average number of thunderstorm days | 40 per annum |
| m) Average number of dust storm days | 40 per annum |
| n) Maximum rain fall per annum | 98 cm. |
| o) Average rain fall per annum | 60 cm. |
| p) Limits of ambient temperature | 19° C to 45° C over a period of 24 hours |
| q) Altitude | 1000 Metres. |
| r) Pollution | Normally polluted areas. |

8. QUALITY ASSURANCE PROGRAMME:

- 8.1 Bidder must establish that a proper quality assurance program is being followed by them for manufacture of plant/equipment. Quality Assurance Program must have a structure as detailed in following paragraphs.
- 8.2 Quality assurance and failure prevention starts with careful study and scrutiny of our technical Specifications and requirements. Bidder/manufacturer shall carefully study all the technical parameters and other particulars and the Bidder/manufacturer shall categorically give his confirmation that these requirements shall be met in a satisfactory manner.
- 8.3 Bidder/manufacturer shall furnish the checks exercised in design calculations. The salient features of design shall be made available to the PSPCL.
- 8.4 Bidder/manufacturer shall indicate the various sources of the items being procured. Type of checks, quantum of checks and acceptance norms shall be intimated and random test and check results should be made available for inspection whenever so desired.

9. FAKE INSPECTION CALLS:

On receipt of the advance notice from the supplier, offering the material for inspection the purchasing authority will get the material inspected and issue of dispatch authorization within 20 days. In case the inspecting officer finds on arrival at the supplier's premises that the material was not ready for inspection and that the notice given by the supplier was in fruituous, the expenditure incurred by the Company (PSPCL) on arranging for such inspection will be debited to the firm's account. **Besides this, a letter of warning shall be issued and it shall be counted towards their performance for all the intents and purposes.** The contractor/supplier/firm shall be responsible to pay penalty of Rs. 20,000/- for each occasion at which the fake inspection call has been made or the material is rejected during testing/inspection by the authorized agency/representative of the Company (PSPCL). This penalty would be in addition to the expenses incurred by the Company (PSPCL) in deputing the inspecting officer, carrying out such inspection.

10. PACKING:

The inspected material shall be delivered suitably packed. Although the method of packing is left to the discretion of manufacturer but it should be robust enough for easy but rough handling that is occasioned during transportation by Road / Rail. All accessories shall be dispatched in boxes or cases. They shall have all descriptive marking stamped thereon. The transportation arrangements of the material from the place of manufacture to the destination are also required to be such that the material is properly transported to the stores. It will be preferable to depute one suitable technical hand to get the material checked in Stores before the same are taken on books by successful bidder and attend to those defects which may have developed during transportation such as leaking of Transformer oil from the Transformers.

11. RANDOM CHECKING:

On receipt of material in the stores, PSPCL may check the material. If any shortage/ deviation from declared weight/ length/ size/ quantity/ Specifications is noticed during random checking, PSPCL shall fix a date & time for joint verification under intimation to the bidder / manufacturer. The checking shall be carried out in the presence of bidder / manufacturer's representative at Destination Station. If the representative of the bidder / manufacturer does not happen to be present at destination for joint verification on the specified date & time so fixed, then PSPCL shall be at liberty to do joint verification in the absence of bidder / manufacturer's representative and shortage/ discrepancies so detected/ noticed in a particular size/ lot shall be applied on the full lot. The maximum shortage/ discrepancies detected in a particular lot shall be applied to the entire lot of material supplied to stores. In case of any failure of material during random checking, PSPCL reserves its right to reject the entire lot at the risk and cost of the bidder. During random checking of the material after receipt of material at site, if the material is not found as per PSPCL specification, the contractor will have to replace the same free of cost. PSPCL also reserves the right to get the material already received at site, rechecked or sample tested from approved test house or at the works of neutral agency. Such testing charges shall be to the contractor's account. It will therefore be entire responsibility of the contractor to supply the material as per PSPCL Specification.

12. WORKS APPRAISAL:

The vendors whose manufacturing facilities have not been got appraised by Punjab State Power Corporation Limited (erstwhile PSEB) earlier, shall get their works appraised from PSPCL. Such firms may request to CE/RE & APDRP, PSPCL, Patiala on prescribed PSPCL Works Appraisal performa along with following charges through demand draft in favour of AO/Cash, Punjab State Power Corporation Limited

- I. Rs. 50,000/- for the firms located outside the Punjab.
- II. Rs. 25,000/- for the firms located within Punjab.

13. IDENTIFICATION MARKS :

All the material to be utilized for completion of works shall have the identification mark in the shape of embossing/painting. The details of identification mark would be intimated at the time of award of contract.

14. DISMANTLEMENT OF MATERIAL:

The dismantled material shall be the property of PSPCL and the contractor shall return the same to PSPCL Stores/ME Labs/TRY without any extra cost within 15 days of dismantlement. Complete detail of material to be dismantled, shall be prepared jointly by concerned AE/AEE (DS) and contractor, which shall be subsequently approved by the concerned Addl.SE/ Sr. XEn (DS) & Addl.SE/Sr. XEn/APDRP before carrying out any physical dismantlement at site.

The labour rates for dismantlement to be quoted by the contractor should be inclusive of all taxes insurance charges etc. Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall be included in the above quoted rates.

15. DEFECT LIABILITY:

The defect liability period of plants/ equipments shall be as indicated in the bid document.

16. GTP'S/TYPE TESTS CERTIFICATES :

- 16.1 The bidder shall submit GTP's of all the materials in prescribed format provided with specification in the office of Dy.CE/RE& APDRP (Design), PSPCL, Patiala along with tender.
- 16.2 Type test certificates for all the items shall be required to be submitted within one month from the date of notification of award to the successful bidder. Failure to submit the type test shall constitute sufficient ground for the annulment of the contract. The PSPCL may get the Type test or routine tests of any equipment done at Accredited Laboratory by NABL in the country. The type test may be done even after receipt of materials at Contractor's site store but not after the guarantee period for the equipment as described elsewhere. The results of such tests will be decided on pass fail basis. In case the equipment fails to pass the Type test, the cost of such test shall be borne by the Contractor.

- 16.3 The bidder shall prior to use any material in execution of the work will use such material after obtaining necessary approval of GTP & Drawing from PSPCL authority.
- 16.4 If bidder intends to use any material with superior specification than that as specified in the bid document, the prior approval of PSPCL authority shall be obtained before use and the rates for such substitution will be limited to as per the awarded rates.

17. HANDING OVER OF COMPLETED WORKS:

After the works have been completed in all respects in accordance with the contract and clearance has been obtained from the Chief Electrical Inspector, Punjab and are energized, the contractor shall hand over the completed work along with complete sketch indicating the railway crossing, forest Area, other electrical transmission / distribution lines, tele-communications lines, crossings etc. in all respect to concerned Addl. SE/ Sr. XEN/ DS of the PSPCL. The sketches shall also indicate the complete detail of material erected, route maps with appropriate reference/ bench marks.

18. RIGHT OF PATH:

Concerned Addl. SE/Sr. XEn of Distribution Division will make available the right of path without any hindrance/delay. In case during erection, if any problem for completion/commissioning of work arises, the contractor shall bring it to the personal notice of the Dy.CE/SE (DS) of concerned circle in writing under intimation to CE/RE&APDRP, PSPCL, Patiala. The respective Dy.CE/SE (DS) shall be responsible to solve the dispute in the shortest possible time.

19. DEVIATIONS:

The bidder should give unconditional acceptance to PSPCL Tender Specification which implies each and every provision of tender specification is acceptable to bidder. However deviation, if any, technically or commercially be indicated clearly in following schedule of deviation to be attached with the tender documents.

ANNEXURE-F

SCHEDULE OF DEVIATIONS

(To be filled by Bidder)

Bidder shall carefully state below any and all points in this proposal which are not in accordance with PSPCL's Technical Specification and the General Instructions:-

Sr. No.	Para no.	Technical Deviation, if any.
1.		

2. 3. contd...		
Sr. No.	Para no.	General Deviation, if any.
1. 2. 3. contd...		

NOTE:The bidder is to clearly indicate any deviation in technical & general terms and conditions in this table only. In case, the Technical Specification as well as General conditions of Tender Specifications are acceptable in toto, the word 'NIL' shall invariably be put in the above Columns. In case, nothing is mentioned here then it shall be presumed that there is no deviation in the offer and terms and conditions of the specifications are acceptable to the bidder in toto. Any deviation found elsewhere in hard copy/soft copy but not explicitly mentioned/referred above will be ignored and no communication regarding the same shall be entertained later on.

**Dy. CE/RE&APDRP (Design)
PSPCL, Patiala.**