

Office: Addl. Superintendent Engineer, DS Division, PSPCL, Fazilka.
Corporate Identity No.U40109PB2010SGC0338134 website: www.pspcl.in
Ph. No. 01638-263408, Email: xenfazilka@gmail.com

To:

Deputy Chief Engineer,
IT Section, PSPCL,
Patiala.

E-mail

Memo No: 9410

Date: 20/12/24

Subject: To upload Limited Tender Notice on PSPCL Website Portal.

In reference to the subject cited above, it is written that Limited tender notice against Tender Enquiry No. 03/Addl.SE/DS Division Fazilka/2024-25 regarding Estimate no 13200078/2023-24 for Railway Crossing of 11 KV XLPE Cable 150mm² of new 11 KV Cantt Road Urban feeder after bifurcation of overloaded 11 KV Abohar Road Urban feeder under City S/D Fazilka through lying HDPE pipe 160mm under the track at KM No. 79/3-4 between Fazilka and Chak Banwala Station or 84/3-4 between Fazilka & Theh Qalander Railway Station on FZR-FKA Section. office Sub Division City Fazilka of DS DIVISION PSPCL FAZILKA, is hereby enclosed to upload the same on PSPCL website Portal. The last date of submission of this Tender is 16.01.2025. It is requested to upload the same as early as possible.

DA: As Above.


Addl. SE,
DS Division Fazilka.

INDEX

Section	Description	Page No.
	Tender Notice	2
Section-I	Check List/Terms & Conditions	3-8
Section-II	Tendering & Contract Agreement	9-11
Section-III	General Conditions of Contract	12-17
Section-IV	Performance of the Contract & Payment	18-23
Section-V	Fair Wages Clauses & Labour Regulations	24-28
Section-VI	Technical Specifications	29-31
Annexure-I	Drawing	32
Annexure-II	Schedule of Quantities & Rates	33
Annexure-III	Contract Agreement	34

ਦਫਤਰ:-ਵਧੀਕ ਨਿਗਰਾਨ ਇੰਜੀਨੀਅਰ, ਵੰਡ ਮੰਡਲ ਫਾਜ਼ਿਲਕਾ ।

Corporate Identity No.U40109PB2010SGC0338134 website :www.pspcl.in
ਫੋਨ ਨੰ- 01638-263408 ਈ-ਮੇਲ xenfazilka@gmail.com


(Notice Inviting Limited-Tenders-Tender Enquiry No. 03/Addl.SE/DS Division Fazilka/2024-25)

Limited-Tenders are invited from eligible electrical contractors on behalf of PSPCL for outsourcing of labor for following Electrical Works: -

Tender No.	Description of Work	Estima-ted Cost (Lacs)	Cost of Tender Specific-cation
03/Addl.SE/DS Division FAZILKA/2024-25)	Estimate no 13200078/2023-24 for Railway Crossing of 11 KV XLPE Cable 150mm ² of new 11 KV Cantt Road Urban feeder after bifurcation of overloaded 11 KV Abohar Road Urban feeder under City S/D Fazilka through lying HDPE pipe 160mm under the track at KM No. 79/3-4 between Fazilka and Chak Banwala Station or 84/3-4 between Fazilka & Theh Qalander Railway Station on FZR-FKA Section Under City S/D Fazilka.	3.11 (inc. GST)	Rs. 1000/- + Rs. 180/- (GST @18% of 1000) =1180/- (Non-Refundable)

- | | |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Scope of Offer | Scope of this 'Offer' is to select the Contractors, allot the work to them purely on technical merits and to get the work executed strictly to the PSEB (Now PSPCL) specifications. |
| 2. Cost of Offer documents | Rs. 1000+180=1180/-(non-refundable) for each work |
| 3. Earnest Money deposit amount | 2% of Value of work subject to minimum of Rs. 7500/- or PEMD |
| 4. Security deposit | 5% of the contract value/ actual value of work done. |
| 5. Estimated Cost of the work | Rs. 3.11 lacs (inc. GST) |
| 6. Last date & time of sale of specifications | 15.01.2025 up to 4.00 PM. |
| 7. Last date & time of receipt of offers | 16.01.2025 up to 10.00 AM |
| 8. Date & time of opening of offers | 16.01.2025 at 12-00 PM. |
| 9. Completion period | 30 days after the issue of work order. |

Note: - Corrigendum, if any will not be published in newspaper. Same can be obtained from website <https://pspcl.in/Tenders.aspx>


Addl. SE,
DS Division Fazilka

CHECK LIST / TERMS & CONDITIONS

1. **SCOPE OF WORK:** - Scope of work includes Digging and boring etc. beneath railway track for underground laying of 02 no. 57 x 2-meter 160MM HDPE Pipe or 350MM Outer Dia RCC Hume Pipe and thereon laying of 02 no. 150 mm² XLPE Cables (to be provided by PSPCL) through the laid HDPE Pipes for providing 11KV electrical connectivity across railway crossing of 11 KV XLPE Cable 150mm² of new 11 KV Cantt Road Urban Feeder after bifurcation of overloaded 11 KV Abohar Road Urban feeder under Sub Division City Fazilka as per PSPCL & Railways specifications.

1. HDPE pipe shall be provided by the contractor.
2. Earth work in excavation
3. Extra for excavation
4. Filling watering and ramming
5. CC M-20 up to plinth level for all work
6. Supplying & Using PPC cement
7. Prov & Laying HDPE Pipe 160mm or 350 mm Outer Dia RCC Hume pipe as per RDSO Drawing approved a by Pushing Method
8. Galvanize Pipe inner Dia 4 Inch
9. Prov and Fixing Cable Indicator
10. Labour of laying of cable 156 Mtr.
11. E/O 11KV Outdoor XLPE End Box (Supplied by PSPCL).
12. Cable conduit shall be laid at a depth of minimum 3m from the lower surface of the land.
13. Cable and cable end boxes shall be provided by PSPCL from respective central stores. Transportation of cable from Central Stores to site is in the scope of the Contactor.

2. **COMPLETION PERIOD:** - within 30 days after the award of contract.

3. **TERMS & CONDITIONS:**

A set of tender documents containing technical specifications, general instructions and terms and conditions of each work can be obtained from this office on payment by cash or demand draft of a scheduled Bank in favour of PSPCL payable at Fazilka Tenders/ Bids of the contractors/ firms, which do not purchase the tender documents along with tender fees, shall not be accepted/ opened.

1. All tenders must be accompanied by Earnest Money equal to the amount as prescribed in the tender documents Or copy of PEMD must be attached.
2. Conditional tenders, telegraphic/ e-mailed/ telefax tenders, tenders not on prescribed form and tenders without earnest money or PEMD shall not be accepted.
3. In case date of opening happens to be holiday, the tenders shall be opened on the next working day at the same time.
4. The undersigned reserves the right to reject any or all tenders without assigning any reasons. In case of any dispute, the decision of the undersigned will be final.
5. Rates must be quoted in figures as well as in words. Tender containing corrections/ overwriting without attestation by the tenderers will be rejected.
6. The quantities mentioned in the tender specifications can be increased/ decreased as per site requirement with the approval of competent authority.
7. Tenderer will have to comply with all the rules and regulations under Factory Act, Industrial Dispute Act, E.P.F. Act, Labour Laws, Bonus Act and Retrenchment Compensation Act.
8. Tenders received after the due date and time shall not be entertained.
9. The tenderers shall bring all the original documents at the time of submission of application

[Signature]

[Signature]

[Signature]



for purchasing of tender documents and also attach attested copies of the same with application as under (Tender shall be sold to only those contractors who have one of the following proofs available with them because this is a skilled work requiring skilled and experience contractor):

- (i) Proof for having A-Class contractor (electrical certificate) from CEI Punjab under Indian Electricity Rule 1956 Clause-45 for carrying out such type of jobs and submit a copy of the valid license along with the request for issue of tender documents
- (ii) PAN Number Copy.

FIRM TO ENSURE THAT FOLLOWING SELF ATTESTED DOCUMENTS ARE MANDATORILY TO PROVIDE WITH THE TENDER FOR IT TO BE COMPLETE: -

Sr. No.	Details
1.	Cost of Specification
2.	Earnest money @2% of estimated tender cost subject to a minimum of Rs 7500/ or PEMD
3.	EPF &ESI Registration Certificate
4.	"A" Class Electrical Contractor Certificate from CEI, Punjab along with valid License of Supervisor and Wireman (Valid upto the date of bidding and till the completion of work)
5.	Copy of PAN Card.
6.	GST Registration Certificate
7.	<p>Proof of Experience: Tenderer shall submit proof of experience of having successfully executed of electrical work through labour outsourcing or any similar work in PSPCL,PUDA, Railways, PWD,Public Sector Undertakings or other Govt/Semi Govt. Organisation,of any following work :</p> <ol style="list-style-type: none"> 1. Experience of work of aggregate value not less than amount equal to Rs 6 lakh each in any three years in last seven years ending 31-03-2024. or 2. Experience of work of aggregate value not less than amount equal to Rs 8 lakh each in any two years in last seven years ending 31-03-2024. or 3. Experience of work of aggregate value not less than amount equal to 10 lakh each in any one year in last seven years ending 31-03-2024.
8.	Proof of empanelment or Registration fees as applicable.
9.	Bank solvency Certificate from scheduled bank issued after 01.04.2024 of 15 % or more than the estimated cost.
10.	Duly audited annual financial reports or turnover figures certified by Chartered Accountant for latest three years.
11.	Affidavit regarding non defaulter of EPF, ESI, GST & Service Tax of last five year (or as applicable) & regarding non-Blacklisting of firm duly attested by Executive Magistrate. (Issued after 31.03.2024)
12.	Undertaking from the firm that in case of award of contract to them, they shall furnish Labour License/ Exemption certificate from Labour Deptt., before the commencement of work.
13.	Undertaking regarding registration under building and other construction worker at 1996 under section 7 & 12.

Chauhan *Sharma* *Sharma*

14.	Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the last 3 years
15.	Legally valid Authorization signed by Chairman & other Directors of the firm in case of Limited Companies & by all partners in case of partnership firms authorizing the signatory to sign the tender & deal with PSPCL.
16.	Form 26 AS of firm as well as Directors/ Partners/ Proprietor of the correspondingly years of experience
17.	Contractor shall furnish the performance certificate dully signed by Senior Xen & Counter Signed by Concerned SE.
18.	Acceptance of all technical and commercial terms and conditions of PSPCL.
19.	Proof of Proprietorship / If Firm and then provide Partnership deed.
20.	An undertaking by the firm that he has sufficient T&P to execute the various works as described in scope of work.

- (iii) Affidavit attested by the appropriate authority stating that contractor/ firm is not blacklisted by any Govt. / Semi Govt. Deptt.
- (iv) Bank solvency certificate.
- (v) Proof of having done similar nature of works of the same magnitude during the last three years with performance certificates issued by the concerned Departments not below the rank of Executive Engineers.
- (vi) Undertaking from the bidder that in case of award of contract to them, they shall furnish Labour License/ Exemption certificate from Labour Deptt., before the commencement of work.
10. The contractor / executive agency will it self be fully responsible for any type of damage to the material or to the work due to accident or natural calamity.
11. The onus of responsibility in case of death or injury to the labour/ worker during the currency of work or at the time of execution of work will fully lie with the contractor / executive agency. PSPCL will bear no claim/ responsibility in this regard whatsoever.
12. The tenderer must convey unconditional acceptance to the PSPCL's terms and conditions, failing which their price bid shall not be opened.
13. Time to complete the work will be 30 days after the award of contract.

4. CONDITIONS OF NORTHERN RAILWAY: -

(1) NOTES FOR PUSHING METHOD

1. METHOD USED FOR CROSSING OF HDPE PIPE UNDER THE RAILWAY TRACK IS BY PUSHING METHOD (TRENCHLESS)BY HYDRAULIC JACKS OR TRENCHLESS HDD METHOD.

2. AFTER PUSHING THE PIPE TO SOME LENGTH THE WORK SHOULD BE STOPPED AND THE EARTH INSIDE THE PIPE REMOVED. THIS METHOD OF REMOVING THE EARTH SHOULD BE REPEATED OFTEN.

3. IF THE SOIL OF THE BANK IS SANDY OR LOOSE NOT MORE THAN 10 TO 15 CM IN DEPTH SHOULD BE EXCAVATED IN FRONT OF THE PIPE AT A TIME AND THE PIPE SHOULD BE PUSHED TO OCCUPY THE SPACE IMMEDIATELY

4. THE ENDS OF THE FACING THE EARTH MAY BE SUITABLE BLOCKED BEFORE THE PASSAGE OF EACH TRAIN ON 75 THICK WOODEN CIRCULAR DISC OF DIA. SLIGHTLY SMALLER THAN THE INNER DIA.OF THE PIPE MAY BE PRESSED AGAINST THE FREE EARTH SURFACE AND HELDTIGHT IN THAT POSITION BY MEANS OF CROSS BATTENS AT THE BACK WITH WEDGE DRIVEN BETWEEN THE ENDS OF BATTENS AND INNER SURFACE OF THE PIPE

Bun

5

5. THE LONGITUDINAL ALIGNMENT AND THE LEVEL OF PIPE HAVE TO BE CHECKED AFTER EACH PUSH. IT IS GENERALLY OBSERVED THAT PIPE TENDS TO LIFT UP AT JACKS ENDS WHILE PUSHING AND HAS THEREFORE TO BE RECTIFIED BY SHIFTING THE JACKS A BIT BELOW THE CENTRAL AXIS BEFORE APPLYING FURTHER JACK PRESSURE.
6. THE BANK ABOVE THE PIPE SHOULD BE CONSTANTLY TESTED BY TEMPING WITH CROW BARS. ONCE SUCH CAVITY/HOLE HAS BEEN OBSERVED NO TRAIN SHOULD BE ALLOW TO PASS TILL THE CAVITY HAS BEEN FULLY AND PROPERLY FILLED UP. EVEN AFTER PUSHING HAS BEEN COMPLETED. IT SETTLEMENTS TAKES PLACE. THESE OBSERVATIONS MAY BE CONTINUED FOR A MINIMUM PERIOD OF ONE OR TWO WEEKS.
7. THE FORCE REQUIRED TO PUSH THE PIPE SHOULD BE APPLIED GRADUALLY TO AVOID THE HEAVING UP OF THE EARTH (EMBANKMENT).
8. BEFORE PASSING THE PIPE WITH CUTTING EDGE IN POSITION A VERTICAL SURFACE SHOULD BE PREPARED ON THE DOWN STREAM AT THE CORRECT POSITION BY NECESSARY EXCAVATION. AFTER MAKING THE VERTICAL SURFACE, THE WOODEN CRADLE PROPERLY SHAPED BE PLACED AT THE CORRECT POSITION & LEVEL ON WHICH THE PIPE IS TO BE PLACED.
9. THE WORK WILL BE DONE WITH HORIZONTAL PUSHING METHOD.
10. ENDS OF PIPE WILL BE CLOSED TO MAKE IT WATER TIGHT. THIS WILL BE ENSURED BY THE SITE ENGINEER THAT NO STORM OR RAIN WATER EXTRA CAN ENTER INTO IT.
11. CABLE MARKER OF APPROVED DESIGN SHALL BE FIXED AT BOTH ENDS OF THE UNDERGROUND CROSSING AND FOLLOWING INFORMATION SHALL BE GIVEN THERE IN:-
 - (I) TYPE OF CABLE
 - (II) DEPTH OF THE CABLE BELOW RAIL LEVEL
 - (III) DEPTH OF THE CABLE BELOW GROUND LEVEL
 - (IV) NO. OF CABLES
 - (V) VOLTAGE
 - (VI) DANGER IN ENGLISH, HINDI AND THE VERNACULAR OF THE DISTRICT

(2) CERTIFICATES

CERTIFIED THAT

1. THE RAILWAY CROSSING WITH COMPLY WITH THE TERMS & CONDITIONS SPECIFICATIONS OF THE RAILWAY AGREEMENT/MEMO OF THE TERMS & CONDITIONS OF THE GOVERNING & THE PLACING OF ELECTRICAL UNDERGROUND CABLE, A CROSSING RAILWAY TRACK ISSUED BY THE RAILWAY BOARD AND THE FATOR OF SAFETY STIPULATED THERE IN.
2. THE CROSSING COMPLIES WITH THE INDIAN ELECTRICITY RULES 1910 AND RULES FRAMED THERE UNDER AND MODIFICATION THERE UP TO DATE.
- 3 IN THE EVENT OF RAILWAY ADMINISTRATION MAY REQUIRE THE CROSSING IN FUTURE TO BE ALTERED OR REGULARISED ON ACCOUNT OF (ANTICIPATED) RAILWAY DEPARTMENT. THE OWNER (PSPCL) SHALL HAVE TO BEAR THE COST SUCH ALTERATION
4. THE NEAREST JOINT BOXES WILL BE EARTHED ON BOTH/ENDS OF THE TRACK AT FROM THE CENTER OF TRACK AS PER DESIGN
5. THE CABLE MAKERS AS PER DESIGN WILL BR PROVIDED AS WORK ON THE PLAN AT MINIMUM DISTANCE OF 10 m WITH IN RAILWAY BOUNDARY
6. THE HORIZONTAL BORING TRENCHLESS METHOD WILL BE ADOPTED TO CROSS THE 160MM HDPE PIPE UNDER THE RAILWAY TRACK.
7. WAY LEAVE CHARGES TO BE DEPOSITED BY THE PARTY TO RAILWAY BEFORE EXECUTING

THE WORK AT SITE.

8. THE WORK WILL BE EXECUTED BY THE PARTY

IE PSPCL THE PARTY WILL DEPOSIT THE WAY LEAVE CHARGES THROUGH DEMAND DRAFT AND THE AMOUNT OF RS 5 LAKH IN THE FROM OF BANK GUARANTEE (BG) TOWARDS SECURITY DEPOSIT AGAINST POSSIBLE DAMAGE TO OFC/QUARD/S&T CABLE/UNDERGROUND POWER CABLE ETC.IN CASE OF DAMAGE TO OFC/QUARD/S&T CABLE/UNDERGROUND POWER CABLE, PARTY IE PSPCL DEPOSIT THE PENALTY AMOUNT OTHERWISE SAME MAY BE RECOVERED BY ENCASHING THE BANK GUARANTEE.

9. THE WORK OF CABLE CROSSING AT THE SITE WILL BE CARRIED OUT UNDER THE SUPERVISION OF THE CONCERNED RAILWAY SUPERVISORS OF ENGINEERING, ELECT./G,ELECT/TRD & S&T DEAPRTMENTS.

10 ALL DIMENSIONS ARE IN METERS

11. WAY LEAVE PERMISSION SHOULD BE OBTAINED FROM RAILWAY AUTHORITY BY THE PARTY BEFORE EXECUTION THE WORK

12. THE ELECTRICAL CABLE PASSING THROUGH THE RAILWAY TRACK SHOULD HAVE OPTION TO DE-ENERGIZE IT IN CASE OF RAILWAY EMERGENCIES.

13. HIEGHT OF THE H POLL IS 9 METER

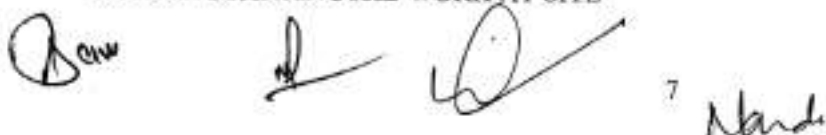
SAFETY CERTIFICATE:-

I HEREBY CERTIFY THAT THE DETAILS OF THE EQUIPMENT PROVIDED ARE DESIGNED WITH THE OBJECT OF MINIMISING DANGER IN THE EVENT OF BREAKAGE/FAULT AND IN ACCORDANCE WITH RECOGNISED MODERN ENGINEERING PRACTISE"

ASSTT.EXECUTIVE ENGINEER, PSPCL, FAZILKA

(3) GENERAL NOTES:-

1. EXISTING WORK SHOWN IN BLACK
2. PROPOSED WORK SHOWN IN RED
3. ALL DIMENSIONS ARE IN METER.
4. THE WORK OF CABLE CROSSING AT THE SITE WILL BE DONE UNDER THE SUPERVISION OF ADEN/INCHARGE.
5. ALL MATERIAL WILL BE SUPPLIED BY THE PARTY AT THE SITE OF WORK
6. EXACT LOCATION OF THE CROSSING WILL BE DECIDED WITH THE CONSULTATION OF THE PARTY BY THE DIVISION
7. THE PARTY WILL BEAR THE EXPENDITURE FOR THIS WORK AT PRESENT AND IN FUTURE ALSO.
8. WORK TO BE EXECUTED ONLY AFTER LAND PERMISSION HAS BEEN APPROVED BY THE COMPETENT AUTHORITY
9. HDPE PIPE TO BE PROVIDED AS PER LETTER NO. T/OHE/PLCROS/ 2013 DT.03.03.2014.
10. PRIOR INFORMATION WILL BE GIVEN TO S&T, ENGG, TRG & ELECT/G DEPARTMENT BEFORE STARTINGTHE WORK AT SITE

 Several handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, a smaller one in the middle, and another on the right with the number '7' written below it.

11. ADEN OF THE SECTION TO ENSURE SAFE PASSAGE OF TRAINS DURING EXECUTION OF WORK

5. REQUIREMENTS FOR BIDDERS: - The bidders must fulfill the following conditions: -

- (i) The bidder shall submit documentary proof for having A-Class contractor (electrical certificate) from CEI Punjab under Indian Electricity Rule 1956 Clause-45 for carrying out such type of jobs and submit a copy of the valid license along with the request for issue of tender documents. In case any bidder does not have this license and he makes a request to issue the tender documents, he shall be issued the tender documents subject to the condition that in case he happens to be a successful bidder then he shall submit this license to Sr. XEN Division Fazilka before taking the work in hand and no relaxation in completion period shall be allowed to him on this account.
- (ii) The bidder will supply its Employee Provident Code No., ESI, GST, PAN and Copy of EPF registration, ESI, GST, PAN.
- (iii) The bidder shall have to ensure that deputed persons are trained for execution of work so that all activities are carried out in a highly professional and sound managerial manner.

Any other information/details required in this regard can be obtained from the office of Sr. XEN Operation Division PSPCL Fazilka

Note: - Corrigendum, if any will not be published in newspaper. Same can be obtained from website <https://pspcl.in/Tenders.aspx>

Addl SE,
DS Division Fazilka.

Sanu

Nandu

[Signature]

SECTION - II
TENDERING & CONTRACT AGREEMENT

1.1 SUBMISSION OF TENDERS:

The following instructions must be carefully observed by all tenders. Quotations/ tenders not strictly in accordance with these instructions will be 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.

- i. The tender must be complete in all respects.
- ii. Tenders shall be submitted in duplicate all copies shall be separately tagged and clearly marked as 'Original', 'Duplicate', as the case may be.
- iii. 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.
- iv. TWO PART BIDS: - The tenders shall be submitted in two parts in duplicate i.e. Part-I and Part-II. Each part will be enclosed in a separate envelope duly super scribed on the envelope as under:
 - i) PART-I EARNEST MONEY: - The first part will consist of earnest money deposit in the form of demand draft in favor of PSPCL payable at Fazilka or Copy of PEMD.
 - ii) PART-II PRICE BID: - The second part will consist of price bid including Commercial and Technical Conditions.

Firstly, the envelope containing earnest money or PEMD shall be opened and if the earnest money or PEMD of any bidder is not found as per Tender requirement then the IInd part i.e. price bid shall not be opened and Tender shall be cancelled.

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 TENDERS:

Tenders 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 equipment 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 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 labour, availability and rates of materials, local working conditions, extreme weather conditions uncertainties of weather, obstructions and hindrances that may arise etc. Which may affect the work or cost thereof.

San *[Signature]* *[Signature]* *Nanda*



1.4 SIGNING OF THE TENDERERS

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/SECURITY DEPOSIT:

The tenders shall be required to submit earnest money amounting to Rs 7500 Or PEMD. The draft representing earnest money should be in favors of PSPCL payable at Fazilka

TENDER TO CONFORM TO SPECIFICATIONS:

Tender who 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.

1.6 RATES TO INCLUDE EVERY THING NECESSARY:

- a) Prices & rates quoted shall include cost of all charges for labour including all leads and lifts, tools, plant, mobilizing and demobilizing equipment, consumables such as fuel, lubricants, electrodes, acetylene etc., fixtures, settings out, transport charges, taxes, royalties, octroi and GST for temporary/permanent work and any local taxes or levies payable on all transactions or any left out item necessary for due performance of work under this contract. Quoted rates shall take into account all the above and everything else necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances.
- b) The unit rates 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.
- c) Rates quoted by Bidder for all items of work shall firm irrespective of variation to any extent in quantities of any or all items indicated in section-VI.
- d) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawing issued along with the specification.
- e) The rates quoted shall be good for works below or above ground level, irrespective of elevations unless separate rates are called for, for different elevations.
- f) The rates quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on the works.
- g) Price includes the VAT/Tax/Duties/ Octroi leviable by the State Govt./Central Govt./Local Bodies & other agencies. Statuary variation shall be to contractors A/C.

1.7 POST TENDER MODIFICATIONS

The bidder shall make no modification to the bid 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.

1.8 ALL CUTTING/CORRECTONS TO BE INITIALLED:

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.

Basu

Abhishek

A

10

1.9 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 tenderer in preparation of the tender.

1.10 VALIDITY OF TENDERS:

The tenders as submitted should be valid for acceptance for at least 120 days from the date of opening of tenders, unless specified otherwise.

1.11 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 him.

1.12 WCT (WORKS CONTRACT TAX) & INCOME TAX & WWC (Worker Welfare cess):

- I) Income Tax@ 2% or applicable shall be deducted from the bills of contractor as required under Income Tax act, the amount so deducted shall be deposited by the PSPCL with authorities and the contractor shall be required to get any refund from the Sales/ Income Tax Department, if eligible for the same and shall justify the same to Sales/Income Tax authorities.
- II) GST applicable shall be deposited by the contractor with the concerned department. GST TDS shall also be deducted as per prevailing rules.
- III) Worker welfare cess @ 1% or applicable at the time of contract shall be deducted from the contractor bills.

1.13 SIGNING OF CONTRACT: -

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

-Sd-
Addl.SE
DS Division Fazilka.



SECTION-III
GENERAL CONDITIONS OF CONTRACT

2.1

SCOPE OF CONTRACT:-

The contract comprises the planning, erection & completion of the works and except, in as far as the contract otherwise provides the provisions of all labour, 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

SUPPLY 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 rules 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. The contractor shall note that no payment whatsoever for running diesel operated machinery shall be made in lieu of cost free power supply (if agreed to in the contract agreement).

2.5 SETTING OUT:-

- i. 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.
- ii. Contractor shall provide all facilities, instruments, and attendance to the AEE City Fazilka or his deputed representative to check his work. Instruments brought by contractor shall be in good working conditions recently celebrated and are subject to approval by AEE City Fazilka. 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.
- iii. Contractor shall establish and maintain base lines and bench marks adjacent to the various section of work. He must carefully preserve by Contractor and in case of their destruction/dislocation all such marks and stakes, 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 drawings & specifications of PSPCL & Railway Deptt. The Contractor shall also confirm 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:-

- a) One set of the Drawings & Specifications and schedule of quantities shall be furnished by Engineer to Contractor. Such copies shall be kept on the works and Engineer and his representatives shall at all reasonable times have access to the same. They shall be returned to the Engineer by Contractor along with the final bill of the Contract.
- b) Matter shown either on the drawings or in the specifications shall be executed/ furnished as if shown in both except where specific provision is made in the drawings superceding the specifications.

2.8 DISMANTLEMENT OF MATERIAL:-

- i) Complete detail of material to be dismantled shall be prepared and duly signed by the contractor.
- ii) The dismantled material will be returned to PSPCL Stores, return of the dismantled material to PSPCL Stores will be through PSPCL Officials. The dismantlement rates to be quoted by the contractor should be inclusive of all taxes freight and octroi and insurance charges, transportation charges. 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.

2.9 BENCH MARKS:-

Permanent reference benchmarks established and maintained by the PSPCL are available on or close to the Project site. Contractor shall arrange to build and maintain at his cost any additional temporary bench marks that may be required by him to lay out lines levels etc., required for the completion of the work covered in the contract. The contractor shall also arrange at his cost for all necessary surveying, leveling etc. to be carried out to standardize the co-ordinates and levels of these additional temporary bench marks with referenced to the nearest of the permanent bench marks mentioned above. The responsibility for the accuracy of the temporary benchmarks for any works carried out based on these benchmarks lies entirely with the contractor.

2.10 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. However, material required for these infrastructures and available in PSPCL's site store shall be made available to the contractor at the rates & terms mentioned in the specification.







- 2.11 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.
- 2.12 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
- 2.13 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. A qualified electrical supervisor of the contractor shall supervise all temporary electrical installations.
- 2.14 PROTECTION OF WORK BY CONTRACTOR:-
During inclement weather or rain, contractor shall suspend works for such time as the Engineer may direct and shall protect from damage all works already in progress or completed just then. All such temporary protective measures shall be at contractor's cost and any damage to works shall be made good to the satisfaction of the Engineer by the Contractor at his own expense. Should the work be suspended by reason of strikes/riot by contractor's own employees or any other cause whatsoever except the pre-major 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:
- 2.15 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 over all 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.
- 2.16 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.
- 2.17 SUB CONTRACT:-
The contractor shall not sublet any portion of the contract without the prior written approval of the Engineer.
- 2.18 COMPLIANCE TO REGULATIONS AND BYE LAWS:-
The Contractor shall conform to the provision 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 therefore 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.

14

2.19 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 AEE City Fazilka, giving full details of the accident. He shall also report such accident to all the competent authorities.

2.20 REMOVAL OF CONTRACTOR'S PERSONNEL/WORKMEN: -

The contractor shall employ on the execution of the works only such person as is skilled and experienced in their respective trades. AEE City Fazilka 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 AEE City Fazilka 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 AEE City Fazilka 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 AEE City Fazilka. The contractor shall not be entitled to demand the reasons from the AEE City Fazilka for requesting the removal of any such workman, foreman or other employee.

2.21 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 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 AEE City Fazilka 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.

2.22 NOTICE BEFORE WORK IS COVERED UP:-

The Contractor shall given not less than 7 days notice in writing to the AEE City Fazilka 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 AEE City Fazilka 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.

2.23 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.

2.24 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



15

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

2.25 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 AEE City Fazilka 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 provide all necessary fencing and lights 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.

2.26 WORK ON SUNDAYS/GAZATTED HOLIDAYS:-

NO work shall be done on Sundays and gazetted holidays without the sanction in writing of the AEE City Fazilka

2.27 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:-


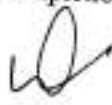
The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 (VIII of 1923) hereinafter called the said Act for injuries caused to the workman. If such compensation is paid by the PSPCL as principal under sub section (i) of section 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.~~

2.28 OTHER TERMS AND CONDITIONS:-

1. All the terms and conditions specified in the NIT and in the different sections of the tender specification shall be applicable on the contractor and form the part of the contract agreement.
2. Income Tax @ 2.00% or as applicable at the time of making payment will be deducted from the total value of the work done.
3. Security will be deducted at the rate of 5% of work done from each running bill. Earnest money already deposited shall be adjusted against the security deposit and the remaining security shall be deducted from the remaining bills of contractors. The contractor must ensure the completion of work within 45 days of issue of work allotment order.

Bau

Nash

4. Works/Sales Tax will be deducted as per PSPCL/ Govt. instructions, if applicable.
5. The documentary proof of possessing of GST No. will be produced at the time of signing contract agreement.
6. If the contractor fail to execute this work up to the stipulated period, without any solid reason a penalty of 0.5% per week will be imposed upon contractor subject to the maximum of 10% of the total cost of the work order
7. All legal proceeding relating to this work will be in the territorial jurisdiction of concerned Civil Court relating to the contract signing authority.
8. The rates quoted by the contractor should be inclusive of all taxes and charges etc.
9. No claim on account of fluctuations of prices due to war / any other cases shall be entertained. No claim for any labour rendered idle on account of stoppage of work or any other reason shall be entertained.
10. All manpower deployed by the contractor should be familiar with electrical lines and no person should be deployed less than 18 years of age.
11. The onus of responsibility in case of death or injury to the labour/ worker during the currency of work or at the time of execution of work will fully lie with the contractor / executive agency. PSPCL will bear no claim/ responsibility in this regard whatsoever.
12. Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account what-so-ever in respect of this contract or any other contract may be deducted from any sum what-so-ever payable by the PSPCL to the contractor either in respect of this contract or any other allotment letter of contract or on any other account and in any office of the PSPCL.
13. The contractor shall be responsible for making his own arrangement for priorities of licenses/royalty and T&P etc.
14. The work should be executed as per standard design of PSPCL.
15. The work of contractor would be under the supervision of certified electrical supervisor and the contractor will submit supervisor's test report of the works done along with bills.
16. The work will be inspected by the Chief Electrical Inspector of Punjab Govt. CEI inspection fees will be deposited by the PSPCL. If any defect/ discrepancy pointed out by the CEI in his inspection report, the same will be rectified by the contractor at his own cost and no additional fees/ payment will be borne by the PSPCL.
17. The contract agreement will be signed on a non-judicial stamp paper worth Rs.15/- (Cost of which will be borne by the contractor) within 7 days of the date of issue of allotment letter.

-Sd-
Addl.SE,
DS Division Fazilka.

DS Division Fazilka

SECTION -IV
PERFORMANCE OF THE CONTRACT & PAYMENTS

3.1 SECURITY DEPOSIT

The person whose offer shall be accepted (hereinafter called 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 deductions are 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 due or may become due to the contractor by owner/Engineer on any account what-so-ever and in the event of his security deposit being reduced by reasons of any such deduction or sale as a foresaid, 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.

Refund of Security Deposit

Security deposit shall be refunded to the contractor after the 6 months of the issue of final completion certificate of the contract. 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 offer will be treated as part of the security deposit. In case of PEMD full security deposit will be deducted from the bill.

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) The employ labour 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) (a)- 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

Bau

Abd

[Signature]

[Signature]

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 Sr. Executive Engineer whose certificate thereof shall be final and conclusive otherwise the 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

FORFEITURE OF SECURITY DEPOSIT: In the event of default on the part of Contractor in the faithful execution, the security deposit shall be forfeited by an order of the Contracting Agency under intimation to other SEs/CEs and other agencies of PSPCL. In the case of field SR XEN's order of forfeiture of Security Deposit shall be issued by them provided they are Contracting Agency; under intimation to their SEs, who in turn shall circulate the same to other SEs, CE's and other agencies of PSPCL.

The forfeiture of Security deposit shall be without prejudice to any other rights arising or accruing to the PSPCL under relevant provisions of the contract like penalty/damages for delay in delivery or risk execution of work including suspension of business dealings with PSPCL for a specific period.

3.3 COMPLETION/ FINAL CERTIFICATE

On completion of every sub-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.

Final completion certificate of the contract will be issued only after the entire sub-works are successfully completed and issued with the individual completion certificates.

3.4 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.

3.5 BLACKLISTING OF FIRMS

The authority next higher to the competent authority shall decide the question of blacklisting any firm or debaring any firm from business dealings. For instance, for cases decided by CPC/PPC/Purchase Committee (General), the competency to blacklist the firm lies with the WTDs. However, for cases decided by WTDs the competency to blacklist the firm shall be with the WTDs only.

3.6 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.

3.7 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 concerned Design Officer.

3.8 ACTION ON UNSATISFACTORY PROGRESS:

If the progress of a particular portion of the work is unsatisfactory, the Sr. Executive Engineer whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory be entitled to take action under Clause 3.2 I offer 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.

3.9 DIARY & PROGRESS REPORT:

a) 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 every day in token of its correctness. A work instruction 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

Sau

Mad

[Signature]

20

[Signature]

the contractor's representative does not actually see the instructions and or sign the same that shall not be in any way relieve him of his obligations or responsibilities.

b) 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 reports. This information shall be supplied at 9.00 hours on every Monday, for the preceding week.

3.10 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.

3.11 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 10 percent of the estimated or actual cost of work whichever is higher.

3.12 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 even 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.

3.13 PAYMENTS:

3.13.A The contractor shall submit all bills on the printed forms to be had on application at the office of the Sr XEN Operation concerned and charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such works.

3.13.B A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. XEN Operation concerned for all works executed in the previous month and Sr. XEN shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Sr XEN may depute a subordinate to measure up the said work in the

presence of the contractor, whose counter signature to the measurement list will be sufficient warrant and the Sr. XEN may prepare a bill from such list which shall be binding on the contractor in all respects.

3.13.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 Sr.XEN's Certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties. The payment schedule is given in Section-V.

3.13.D The above payments terms shall be further regulated as under: -

3.13.D.A The contractor shall bring the material strictly in erection sequence as per directions of the Engineer-in-charge.

3.13.D.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.

3.13.E Terms of Payment: -

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 by AEE City Fazilka of concerned S/D City Fazilka After the work is completed, final bill would be paid on the certification of an officer not below the rank of Sr.Xen (Operation) that the work is done according to drawings and specifications attached to the tender, if any additions and alterations have 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".

3.14 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.

3.15 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.

3.16 DISMANTLED MATERIALS:-

All the dismantled materials received from the dismantlement of feeder etc. shall have to be handed over to the owner & stacked in a manner approved by the Engineer in stores site without any extra cost to the owner.

3.17 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 Punjab State Electricity PSPCL. Only recommendatory letters where necessary shall be issued on the specific request by the contractor.

3.18 JURISDICTION:-

Jurisdiction for filing any suit in case of any dispute shall be the Court at the Headquarters of PSPCL's contract signing authority i.e. Civil Court Fazilka

-S/-
Addl.SE,
DS Division Fazilka

[Handwritten signatures and initials]

SECTION-V

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 not withstand the provisions of any agreement to the contrary, cause to be paid fair wage of labourer's indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourer's 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 concerned ASE/Sr. XEN DS Division 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 Vis-à-vis Punjab Govt./PSPCL. The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations without prejudice to his right to claim indemnity for his Sub-Contractor.
- 4.1.6 No labour below the age of 18 years and more than 60 years shall be employed on the work.
- 4.1.7 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:

4.4.1 DEFINITIONS:

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 by 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 the 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 bank account.
- 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 workman 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.

Dasu

[Signature]

25

[Signature]

- 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 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.

Devi

Nand

[Signature]

[Signature]

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 labourer, 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:

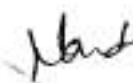
Contractor shall not permit or suffer the introduction or the use of intoxicant upon the works embraced in his contract or upon any of the ground occupied or controlled by him.

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.

4.7 CO-ORDINATION WITH OTHER AGENCIES:

During the course of contractor's work, other works either by the PSPCL or by other contractor 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 Engineers instructions in making alternative arrangements at any time for maintaining the work scheduled at no extra cost of PSPCL.



4.8 ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not assign or transfer the Contract or any part thereof, any share, or interest there in to any other person.

4.9 COMPLIANCE TO REGULATIONS AND BY LAWS:

The contractor shall confirm to the provision 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 therefor 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.

4.10 GST

The contractor will be fully responsible to pay the GST applicable from time to time. The payment of next RA bill of the contractor shall be processed after receipt of payment of GST of previous labour bill by the contractor to the concerned department.

-Sd-
Addl.SE,
DS Division Fazilka.

Raw

Mud

[Signature]

[Signature]

SECTION VI

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK: - Scope of work includes Digging and boring etc. beneath railway track for underground laying of 02 no. 57 x 2-meter 160MM HDPE Pipe or 350MM Outer Dia RCC Hume Pipe and thereon laying of 02 no. 150 mm² XLPE Cables (to be provided by PSPCL) through the laid HDPE Pipes for providing 11KV electrical connectivity across railway crossing of 11 KV XLPE Cable 150mm² of new 11 KV Cantt Road urban feeder after bifurcation of overloaded 11 KV Abohar Road Urban feeder under Sub Division City Fazilka as per PSPCL & Railways specifications.

1. HDPE pipe shall be provided by the contractor.
2. Earth work in excavation
3. Extra for excavation
4. Filling watering and ramming
5. CC M-20 up to plinth level for all work
6. Supplying & Using PPC cement
7. Prov & Laying HDPE Pipe 160mm or 350 mm Outer Dia RCC Hume pipe as per RDSO Drawing approved a by Pushing Method
8. Galvanize Pipe inner Dia 4 Inch
9. Prov and Fixing Cable Indicator
10. Labour of laying of cable 156 Mtr.
11. E/O 11KV Outdoor XLPE End Box (Supplied by PSPCL).
12. Cable conduit shall be laid at a depth of minimum 3m from the lower surface of the land.
13. Cable and cable end boxes shall be provided by PSPCL from respective central stores. Transportation of cable from Central Stores to site is in the scope of the Contactor.

The dismantled material shall be a property of PSPCL and shall be returned to PSPCL Stores by the contractor through PSPCL's official. This dismantled material, if required, to be reused for the execution of the works that shall be reused with the approval of Sr. Xen / Operation concerned or may have to be returned to PSPCL stores.

- a) The successful bidder will have to complete the work by the intended completion date specified in the contract.
- b) The scope of work shall include the supply of entire material at site as per PSPCL specification from the approved suppliers / vendors of the PSPCL, its erection, testing, clearance from Chief Electrical Inspector/ Punjab and commissioning of work shall be executed as per PSPCL Standard designs, sanctioned/ approved sketches.

If any material/equipment is not included in the technical specifications then the material shall be as per relevant ISS or of the reputed make if ISS does not exist. Any material/ equipment required for completion of the work shall be deemed to have been included in the scope of work.

- 1.1 The bidder will supply the FIRM rate of the material and the labour including all taxes, such as ED, CST, Service Tax VAT, Sales Tax, Octroi, Freight, Entry Tax and insurance charges etc. FOR destination. Price Bids with variable rates of any item will be rejected.
- 1.2 Fee statutory required under the railway rules, shall be borne by the PSPCL. But fine/ penalty payable if any will be borne by the contractor.
- 1.3 The bidder shall inform the PSPCL about the source of supply of material along with documents. Installation of material will be as per approved drawings and specification. The supplier of material

will also supply the type test certificate at the time of inspection-call of items, which will be further examined by the inspection authority.

1. MATERIAL

- a) The entire material required for the completion of work shall be arranged/ supplied by the contractor at site, except for XLPE Cables which shall be supplied by PSPCL. The material has to be of the best quality and as per PSPCL specifications:

Specification for DWC HDPEPIPES:

160 MM DWC (Double Wall Corrugated) HDPE Pipe as per IS: 16025 (Part 24) :2017

- b) All material, brought at site by the contractor, will be inspected, before erection by AEE City S/D Fazilka to ascertain that the material being supplied is as per PSPCL Specifications. The contractor will inform in writing regarding source of supply of material to the AEE City S/D Fazilka.
- c) Contractor must furnish Routine/ acceptance tests as per applicable ISS, by the supplier to ensure/ satisfy that material to be supplied is as per PSPCL specification.
- d) The bidders/contractors shall be the consignee of the material procured by him against the Specification on receipt of material in his Store at site.

2. ERECTION OF MATERIAL

- 4.1 While execution of work at site, it is possible that site conditions involving scope of works may be at variance than the provisions made in the approved sketches/sanctioned estimates. In such cases the revised sketch as per actual work to be executed shall be prepared by the contractor and signed by concerned JE In charge & Concerned AEE/AE Works shall be executed by the contractor as per approved sketch and payment shall be made accordingly as per the approved rates of individual items.
- 4.2 Quality of the erection work being executed by contractors shall be monitored by the concerned JE In charge & Concerned AEE/AE. 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.
- 4.3 The contractor is bound to remove defects in executed works, if any, during the execution period and ensure satisfactory functioning of the same for a period of one year from the date of handing over to PSPCL. Any charges incurred by PSPCL on account of replacement of defective material/equipment during the operational period of one year shall be recoverable from the contractor.
- 4.4 Required electrical power connection, machinery and tools etc. required for the execution of work shall be provided by the contractor & no payment shall be made by the PSPCL for the same.
- 4.5 The contractor shall be responsible for the Watch & Ward of the works/material until the same is taken over by the PSPCL.

3. DISMANTLEMENT OF MATERIAL

- (i) Complete detail of material to be dismantled, shall be prepared jointly by concerned AE/AEE (Op.) and contractor, which shall be subsequently approved by concerned Addl.SE/ Sr.Xen (Op.) before carrying out any physical dismantlement at site.
- (ii) Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall be included in the quoted rates.

4. 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 intimate the Nodal Officer (AEE City S/D Fazilka) of the PSPCL to take over the works. Along with the request for handing over the works the complete sketch indicating the railway crossing, Forest Area, other electrical transmission / distribution lines, tele- communications lines, crossings etc. shall be supplied by the contractor. The sketches shall also indicated the complete detail of material erected, route maps with appropriate reference/ bench marks.

7. MODE OF PAYMENT

Usual procedure for payment to the contractor shall be followed. However, before payment, the measurement of the works executed by the contractor shall be recorded by the JE in charge of the area checking the same by concerned AEE/AE of Division/ Sub division. These measurements shall be further countersigned by respective Sr.XEN after satisfying himself regarding erection and commissioning of quantity of material. Shortages detected, if any, will be to the contractor's account. All payments pertaining to these works shall be made by concerned Sr.Xen on receipt of duly verified and approved bills of contractors from concerned AE/AEE after verification of compliance to the requirements of insurance, inspection of material and statutory clearances as provided in the specifications.

8. RIGHT OF PATH

AEE City S/D Fazilka 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 AE Concerned Sub-Division in writing under intimation to Sr. XEN Division Fazilka. The AEE /AE of respective S/D shall be responsible to solve the dispute in the shortest possible time.

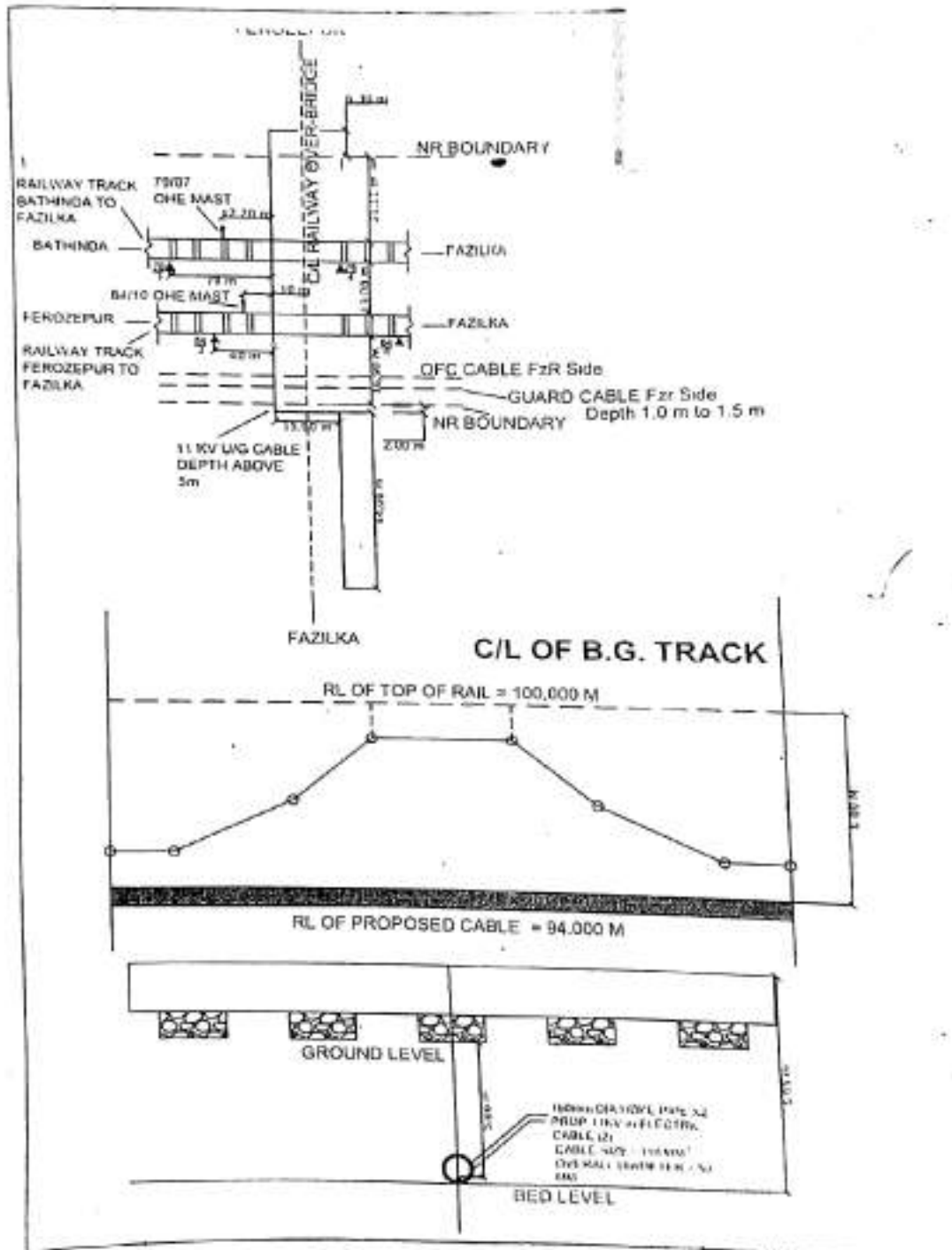
9. DEFECT LIABILITY

The Contractor shall be liable to remove the defects in executed work, if any during the execution period, and ensure satisfactory functioning of the same for the defects, liability period of 6 months, from the date of handing over to PSPCL. Any charges incurred by PSPCL on account of replacement of defective material i.e. T/F cable, etc. / equipment during the operation period of 6 months shall be recoverable from the contractor. The bid security shall be released after defects liability period of 6 months.

-Sd-
Addl. SE,
DS Division Fazilka.



ANNEXURE-I



Ben

Mud

[Signature]

32

ANNEXURE-II

SCHEDULE OF QUANTITIES & RATES

Tender No. 03/Addle.SE/DS Division Fazilka/2024-25

Estimate no 13200078/2023-24 for Railway Crossing of 11 KV XLPE Cable 150mm² of new 11 KV Cantt Road Urban feeder after bifurcation of overloaded 11 KV Abohar Road Urban feeder under City S/D Fazilka through lying HDPE pipe 160mm under the track at KM No. 79/3-4 between Fazilka and Chak Banwala Station or 84/3-4 between Fazilka & Theh Qalander Railway Station on FZR-FKA Section.

SR No	Description	Quantity	Rate Quoted by Contactor in per meter and total
1	Prov & laying HDPE pipe 160mm or 350 mm outer die RCC HUME PIPE including earth work, filling watering & rimming, CC M-20 upto plinth level, using Cement, Fixing Cable indicator & E/O 11 kv outdoor XLPE Box.	2 no Crossing, 114 (57 mtr X 2) meters Or as per measurement in meter	114-meter X Per Meters= Rs.....
2	Galvanize pipe inner dia 4inch	20 meters	20- meter X Per Meters= Rs.....
Total			
GST 18%			
Total (With GST)			

DA

BA 16/DD No.

Date.

Amount Rs./- only

Name & Sign.
of authorized signatory

Stamp of Firm/Contractor

Ban

D

Nanda

[Signature]

CONTRACT AGREEMENT

(ANNEXURE-III)

This contract agreement made this _____ day of _____ in the year _____ between the Punjab State Power Corporation here-in-after called Purchaser and M/s. _____

_____ have their Registered office/ works at _____ here-in-after called contractor for _____ in accordance with NIT No. _____ due on _____ and contractor's proposal No. _____ dated _____.

This is in confirmation of the advance acceptances notified in the owner's letter No. _____ dated _____ wherein the owner has accepted the proposal of the _____ as per Work Order No dated _____.

Sam *A*
Nanda *Q*