

OFFICE ADD. SUPERINTENDING ENGINEER, OP. DIVISION, CITY MOGA  
Ph. No. 01636-222337, Email: [Srxencitymoga2020@gmail.com](mailto:Srxencitymoga2020@gmail.com)  
Regd. Office: PSEB Head Office, The Mall, Patiala-147001  
Corporate Identity Number: U40109PB2010SGC033813, Website: [www.pspcl.in](http://www.pspcl.in)

ਵੱਲ

ਅਧਿਕਾਰੀ ਸਕੱਤਰ ਲੋਕ ਸੰਪਰਕ ਵਿਭਾਗ,  
ਗਰਾਊਂਡ ਫਲੋਰ, ਮਾਲ ਰੋਡ,  
ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਪਟਿਆਲਾ।

ਸੀਐਮ ਨੰ: 5865


ਮਿਤੀ: 2-8-24

ਵਿਸ਼ਾ:- ਟੈਂਡਰ ਇਨਕੁਆਰੀ ਨੰ. 03/XEN/CITY MOGA /2024-25 ਨੂੰ ਅਖਬਾਰਾਂ ਵਿਚ ਪ੍ਰਕਾਸ਼ਿਤ ਕਰਨ ਬਾਰੇ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿਚ ਵਿਸ਼ੇ ਅਧੀਨ 66 ਕੇ.ਵੀ. ਸ/ਸ ਫੇਕਲ ਪੁਆਇੰਟ ਮੋਗਾ ਤੋਂ ਇਕ ਨਿਊ 11 ਕੇਵੀ ਬਾਉਲੀ ਸਾਹਿਬ ਦਿਹਾਤੀ ਫੀਡਰ ਨੂੰ ਵੀਸੀਬੀ ਤੋਂ ਜੋੜੇ ਤੱਕ 11 ਕੇਵੀ 3 ਕੋਰ XLPE Cable 150 mm<sup>2</sup> ਪਾਉਣ ਸਬੰਧ (ਫੀਡਰ ਤੇ ਰੇਲਵੇ ਕਰਾਸਿੰਗ ਹੈ, ਜਿਸ ਕਾਰਨ ਇਕ 11 ਕੇਵੀ 3 ਕੋਰ XLPE Cable 150mm<sup>2</sup> ਵਾਧੂ ਪਾਈ ਜਾਵੇਗੀ) ਠੇਕੇਦਾਰ ਦੀ ਜਰੂਰਤ ਹੈ। ਜਿਸ ਲਈ ਇਸ ਦਫਤਰ ਦੁਆਰਾ ਟੈਂਡਰ ਇਨਕੁਆਰੀ ਨੰ. 03/XEN/CITY MOGA /2024-25 ਜਾਰੀ ਕੀਤਾ ਗਿਆ। ਜਿਸਦੀ ਜਾਣਕਾਰੀ ਆਮ ਲੋਕਾਂ ਨੂੰ ਦੇਣ ਲਈ ਅਤੇ ਵੱਧ ਤੋਂ ਵੱਧ ਬੋਲੀ ਕਰਤਾਵਾਂ ਨੂੰ ਟੈਂਡਰ ਵਿੱਚ ਸ਼ਾਮਲ ਕਰਨ ਲਈ, ਇਸ ਲਈ ਟੈਂਡਰ ਦੀ ਇਸ ਜਾਣਕਾਰੀ ਨੂੰ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ ਦੁਆਰਾ ਪ੍ਰਵਾਨਿਤ ਅੰਗਰੇਜੀ ਅਤੇ ਪੰਜਾਬੀ ਦੇ ਅਖਬਾਰਾਂ ਵਿਚ ਪ੍ਰਕਾਸ਼ਿਤ ਕਰਨ ਦੀ ਕ੍ਰਿਪਾਲਤਾ ਕੀਤੀ ਜਾਵੇ ਜੀ। ਇਸ ਟੈਂਡਰ ਸਬੰਧੀ ਲੋੜੀਂਦੀ ਜਾਣਕਾਰੀ ਇਸ ਪੱਤਰ ਨਾਲ ਨੱਥੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।

ਇਹ ਸੂਚਨਾ ਆਪ ਜੀ ਦੇ ਦਫਤਰ ਨੂੰ ਅਗਲੇਰੀ ਯੋਗ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜੀ ਜਾਂਦੀ ਹੈ ਜੀ।

ਨੱਥੀ : ਉਪਰੋਕਤ ਅਨੁਸਾਰ

  
ਵਧੀਕ ਨਿਗਰਾਨ ਇੰਜੀ./ਵੰਡ  
ਸ਼ਹਿਰੀ ਮੰਡਲ ਮੋਗਾ।


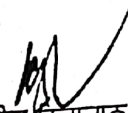
ਪਿੱਠ ਅੰਕਣ ਨੰ:


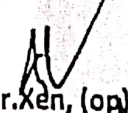
ਮਿਤੀ:

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਉੱਪ ਮੁੱਖ ਇੰਜੀਨੀਅਰ, ਵੰਡ ਹਲਕਾ, ਫਰੀਦਕੋਟ ਜੀ ਨੂੰ ਜਾਣਕਾਰੀ ਹਿੱਤ ਭੇਜਿਆ

ਜਾਂਦਾ ਹੈ ਜੀ।

- Sol -  
ਵਧੀਕ ਨਿਗਰਾਨ ਇੰਜੀ./ਵੰਡ  
ਸ਼ਹਿਰੀ ਮੰਡਲ ਮੋਗਾ।

 <b>PSPCL Punjab State Power Corporation Limited</b> Regd. office: PSEB head office, The Mall Patiala 147001 Corporate Identity Number U40109PP20SGC033813 ਟੈਂਡਰ ਇਨਕੁਆਰੀ ਨੰ. 03/XEN/CITY MOGA/2024-2025	
ਦਫ਼ਤਰ: ਵਪੀਕ ਨਿਗਰਾਨ ਇੰਜ./ਵੰਡ ਸ਼ਹਿਰੀ ਮੰਡਲ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ, ਮੋਗਾ ਦੇ ਦਫ਼ਤਰ ਦੁਆਰਾ 66 ਕੇਵੀ ਸ/ਸ ਟੇਕਲ ਪੁਆਇੰਟ ਮੋਗਾ ਤੋਂ ਇਕ ਨਿਉ 11 ਕੇਵੀ ਬਾਉਲੀ ਸਾਹਿਬ ਦਿਹਾਤੀ ਫੀਡਰ ਨੂੰ ਵੀਸੀਥੀ ਤੋਂ ਜੋੜੇ ਤੱਕ 11 ਕੇਵੀ 3 ਕੋਰ XLPE CABLE 150 mm <sup>2</sup> ਪਾਉਣ ਲਈ ਈ-ਟੈਂਡਰ ਕਾਲ ਕਰਨ ਸਬੰਧੀ।	
ਟੈਂਡਰ ਸਪੈਸੀਫਿਕੇਸ਼ਨ/ਦਸਤਾਵੇਜ਼ ਸ਼ੁਰੂ ਕਰਨ ਦੀ ਮਿਤੀ:	22-08-2024 ਸਮਾਂ 09:00 AM ਵਜੇ
ਟੈਂਡਰ ਸਪੈਸੀਫਿਕੇਸ਼ਨ/ਦਸਤਾਵੇਜ਼ ਪ੍ਰਾਪਤ ਕਰਨ ਦੀ ਆਖਰੀ ਮਿਤੀ:	09-09-2024 ਸਮਾਂ 03:00 PM ਤੱਕ
ਟੈਂਡਰ ਫੀਸ ਅਤੇ ਈ.ਐਮ.ਡੀ. ਜਮ੍ਹਾਂ ਕਰਵਾਉਣ ਦੀ ਆਖਰੀ ਮਿਤੀ:	09-09-2024 ਸਮਾਂ 02:00 PM ਤੱਕ
ਟੈਂਡਰ ਖੋਲਣ ਦੀ ਮਿਤੀ :	10-09-2024 ਸਮਾਂ 11:00 AM ਵਜੇ
ਟੈਂਡਰ ਦੀ ਕੀਮਤ :	259650/-
ਨੋਟ:- ਟੈਂਡਰ ਦੀਆਂ ਸਪੈਸੀਫਿਕੇਸ਼ਨ/ਦਸਤਾਵੇਜ਼ ਅਤੇ ਸਰਤਾਂ ਵਪੀਕ ਨਿਗਰਾਨ ਇੰਜੀਨੀਅਰ, ਵੰਡ ਮੰਡਲ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਮੋਗਾ ਦੇ ਦਫ਼ਤਰ ਤੋਂ ਪ੍ਰਾਪਤ ਕੀਤੀਆਂ ਜਾ ਸਕਦੀਆਂ ਹਨ। ਜੇਕਰ ਕਿਸੇ ਕਾਰਨ ਟੈਂਡਰ ਪ੍ਰੀਕਿਰਿਆ ਪੂਰੀ ਨਹੀਂ ਹੁੰਦੀ ਤਾਂ ਉਸ ਕੇਸ ਵਿਚ ਅਖਬਾਰਾਂ ਵਿਚ ਸੋਧ ਪ੍ਰਕਾਸ਼ਿਤ ਨਹੀਂ ਕਰਵਾਈ ਜਾਵੇਗੀ। (Contact:- 96461-14520)	
 ਵਪੀਕ ਨਿਗਰਾਨ ਇੰਜੀ: ਵੰਡ ਸ਼ਹਿਰੀ ਮੰਡਲ ਮੋਗਾ।	

 <b>PSPCL Punjab State Power Corporation Limited</b> Regd. office: PSEB head office, The Mall Patiala 147001 Corporate Identity Number U40109PP20SGC033813 TENDER ENQUIRY No. 03/XEN/CITY MOGA/2024-2025	
Office of Addl. SE (op), City Division PSPCL Moga Invites E-tender for laying of 11 KV 3 Core XLPE Cable 150 mm <sup>2</sup> from VCB to pair of 66 KV s/s focal point to a new 11kv Baoli Sahib Rural feeder.	
Start date & time for receipt of Documents/specification :-	22-08-2024, 09:00 AM,
Last date & time for submission of Tender:-	09-09-2024, 03:00 PM.
Last date & time of submission of Tender fee and EMD	09-09-2024, 02:00 PM.
Date of opening of tenders	10-09-2024, 11:00 AM
Cost of Tender document:-	Rs.259650/-
Detailed tender specification/Terms & conditions can be collected from Office of: Addl. SE/DS City Division PSPCL Moga. Note:- Corrigendum If any, will not be published in newspaper. Please contact at 96461-14520.	
 Sr. Xen, (op), PSPCL City Division Moga o/c Vaf	

<b>Sr. No.</b>	<b>Description</b>	<b>Page No.</b>
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PUNJAB STATE POWER CORPORATION LIMITED  
OFFICE. ADDLE.SE/CITY DIVISION PSPCL MOGA  
PHONE NO. 01636222337 Email- srxencitymoga2020@gmail.com  
REG.OFFICE PSPCL THE MALL PATIALA147001  
CORPORATE ID.U40109PB2010SGC33813 Website.www.pspcl.in



(Notice Inviting Tenders-Tender Enquiry 03/XEN/CITY MOGA /2024-25)

Limited Tender is invited from eligible electrical contractors on behalf of PSPCL for outsourcing of labour for following Electrical Works:-

Tender No.	Description of Work	Estimated Cost for GI. PIPE, BARBED WIRE AND HDPE PIPE, in (Lacs)	Cost of Tender Specifi-cation
03/XEN/CITY MOGA /2024-25	<p>1. Regarding laying of 11 KV 3 Core XLPE Cable 150 mm<sup>2</sup> from VCB to Pair of 66 KV S/S Focal Point Moga to a New 11 KV Bauli Sahib Rural Feeder (Feeder has railway crossing, due to which one additional 11 KV 3 core XLPE Cable 150 mm<sup>2</sup> will be laid). Est. No. 14200024/24-25</p> <p>I. Labour for digging , boring , laying of 160mm HDPE Pipes (INCLUDING SUPPLY OF HDPE PIPES) for 39 meter x 2 = 78 meter</p>	<p>1. GI. PIPE 24mtr. @2060 = 49440, BARBED WIRE 100 feet @ 6.15= 615, , Sundry=4385, CST@5%=2722 HDPE PIPE 160mm (2x39=78 mtr.)with material and labour @2200= 171600 GST @18%=30888 Total 259650/-</p>	<p>Rs. 1000/- + Rs. 90/- (GST @18% of 500) =1180/- (Non Refundable)</p>

Costof tender: - Rs 1000/- (1000+18% GST)=1180 (Non Refundable)

Start date & time for Receipt of Documents/specifications

(22.08.2024) Time 9:00 AM

Last date & time for Submission of Tender

(09.09.2024) Time 15:00 PM

Last date and time of submission of Tender Fee and EMD

(09.09.2024) Time 14:00 PM

Date of opening the Tenders

(10.09.2024) Time 11:00 AM

Detailed tender specifications can be collected from Office of: Addle.SE/DS City Division PSPCL Moga.

Note: - Corrigendum, if any will not be published in newspaper please contact at 96461-14520

✓  
Addl.S.E./DS  
City Division, PSPCL, Moga



**CHECK LIST OF DOCUMENTS CONSISTING OF TENDER/OFFER BIDDER TO ENSURE THAT FOLLOWING SELF ATTESTED DOCUMENTS ARE MANDATORILY SUBMITTED WITH THE TENDER FOR IT, TO BE COMPLETE:-**

Sr. No.	Details	To be sealed in	Remarks
1.	Cost of Specification	Envelope 1	
2.	Earnest money @2% of estimated tender cost subject to a minimum of Rs 8320/ or EMD	Envelope 1	
3.	EPF &ESI Registration Certificate	Envelope 2	
4.	"A" Class Electrical Contractor Certificate from CEI, Punjab along with valid Licence of Supervisor and Wireman(Valid upto the date of biding and till the completion of work)	Envelope 2	
5.	Copy of PAN Card.	Envelope 2	
6.	GST Registration Certificate	Envelope 2	
7.	<b>Proof of Experience:</b> 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 :  Experience of work of aggregate value not less than amount equal to Rs 5 lakh each in any three years in last seven years ending 10-08-2024.	Envelope 2	
8.	Proof of empanelment	Envelope 2	
9.	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 10.08.2024)	Envelope 2	
10.	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.	Envelope 2	
11.	Undertaking regarding Registration Under Building and other construction worker Act-1996 under Section 7 & 12.	Envelope 2	
12.	Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the last 3 years	Envelope 2	
13.	The firm shall attach copies of Work orders (as per point no 7) of works successfully executed by them. They shall also attach certificate from concerned Work order issuing authority to the effect that the work had been		

Successfully completed.

4.	Acceptance of all technical and commercial terms and conditions of PSPCL.	
15.	Proof of Proprietorship / If Firm then provide Partnership deed.	
16.	An undertaking by the bidder that he has sufficient T&P to execute the various works as described in scope of work.	
17.	Document required for joint venture/ consortium as per NIT	

Note:- All Documents should be self-attested and readable.

# TECHNICAL SPECIFICATIONS

## Eligible Criteria

- i) Cost of Specifications 1000+GST at applicable rates (1000@18%=180) = Rs. 1180/- (Non Refundable).
- ii) Earnest money @ 2 % of Estimated Tender Cost Subject to minimum of Rs.8320/-
- iii) Attach Valid License from CEI Punjab along with valid license of supervisor and wireman (valid up to the date of bidding & during the operation of tender).
- iv) Attach copies of PAN, EPF, ESI, GST registration no., labour license, Empanelment letter etc as per NIT Pre Qualifying Criteria.
- v) Attach Bank solvency Certificate from scheduled bank issued after 10.08.2024 of 15 % or more than the estimated cost otherwise tender will not be considered.
- vi) **Proof of Experience:**  
Tenderer shall submit proof of experience of having successfully executed similar works of erection of EHT/HT/LT Lines/DTs etc in PSPCL, PUDA , Railways, PWD, Public Pvt. Partnership firms, Public Sector Undertakings or other Govt/Semi Govt. Organization of any following work:-
  1. Experience of above work of aggregate value not less than amount equal to Rs 6 lakh each in any three years in last seven years ending 10.08.2024
  - or
  2. Experience of above work of aggregate value not less than amount equal to Rs 8 lakh each in any two years in last seven years ending 10.08.2024
- vii) Duly audited annual financial reports or turnover figures certified by Chartered Accountant for latest three years.
- viii) Affidavit regarding non defaulter of EPF, ESI, GST & GST/Service Tax of last five year(or as applicable) & regarding non Blacklisting of firm duly attested by Executive Magistrate issued after 10.08.2024
- ix) Undertaking from the tender that in case of award of contract to them, they shall furnish Labour License before the commencement of work.
- x) Undertaking regarding they will get themselves registered (in case already not registered) registration Under Building and other construction worker Act 1996 under Section 7 &12.
- xi) Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.
- xii) Form 26 AS of firm as well as Directors/ Partners/ Proprietor of the correspondingly years of experience.
- xiii) 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.
- xiv) The firm shall attach copies of Work orders of works successfully executed by them. They shall also attach certificate from concerned Work order issuing authority to the effect that the work had been successfully completed.

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acceptance of all technical and commercial terms and conditions of PSPCL.

xvi) All the submitted documents should be self-attested by the firm. Only self-attested documents will be accepted.

xvii) Attach checklist of documents.

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

a) The joint venture/ consortium will be considered as one tender. In the case of a Joint Venture/consortium is eligible to participate in tender subject to the following conditions:-

1. All partners shall be jointly and severally liable, and
2. The JV/Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/consortium during the bidding process and, in the event the JV/consortium is awarded the Contract, during contract execution.
3. Any members of a consortium cannot quote independently or be a part of any other consortium.
4. One of the partners, responsible for performing a key component of the Contract, shall be nominated as Lead Partner.
5. Tender submitted by Consortium shall include a copy of the Consortium Agreement or the letter of intent to enter into a Consortium with an undertaking signed by all parties stating that;
  - a. All parties shall be jointly and severally liable,
  - b. and nominating a lead partner who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV/consortium during the bidding process and in the event, the Consortium is awarded the contract, during contract execution.
6. In case of Consortium, any Partner of the Consortium should have purchased the Bidding Document.
7. The tender shall be signed by authorized representative so as to be legally binding on all the partners.
8. The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of all other partner of the Consortium and the entire execution of the Contract including payment shall be done exclusively with the Lead Partner.
9. The lead partner of consortium shall give tender Security as a Lead Partner on behalf of the Consortium members.
10. Each partner of the consortium must fulfill all the criteria of being eligible to qualify for the tender except the relaxation in the following:-  
Work Experience and financial /Turnover requirements.

Consortium/JV as a whole (Partners of the consortium/JV clubbed together) must fulfill the experience and turnover criteria of the NIT.

Technical qualification requirement, the works executed by various partners of the JV/Consortium will be clubbed together.

xix) The firm should be registered for similar job with PSPCL/PSTCL/NTPC/State Electricity utilities /MES/Railways/BSNL/PGCIL/Any other Govt. dept. /Joint Venture with Govt.

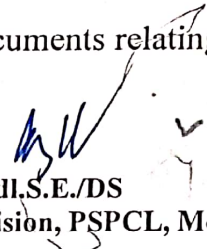


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Dept. & PSU's. In case a firm is registered with anyone of these except PSPCL firm will have to get itself registered before allotment of work.

- x) Those firms whose performance against the works/contracts executed/being executed in PSPCL/PSTCL/NTPC/State Electricity utilities/MES/Railways/BSNL/PGCIL/Any other Govt. dept. /Joint venture with Govt. Dept. & PSU's proceeding 5 years from the date of NIT is found to be unsatisfactory by the competent authority will not be considered for registration and issue of tender documents.

NOTE:

1. Please note that the offer of tender will be liable to rejection if the above information(s) are not furnished in full by the scheduled time of submitting, or does not satisfy the minimum eligibility criteria specified by PSPCL in the NIT/tender specification.
2. The undersigned reserves the right to cancel any or all tenders without assigning any reason.
3. The contractor must submit the self-attested copies of all required documents relating to tender.

  
Addl.S.E./DS  
City Division, PSPCL, Moga

## 1. SCOPE OF WORK: -

- II. The scope of this specification covers the work of Regarding laying of 11 KV 3 Core XLPE Cable 150 mm<sup>2</sup> from VCB to Pair of 66 KV S/S Focal Point Moga to a New 11 KV baoli Sahib Rural Feeder. (Feeder has railway crossing, due to which one additional 11 KV 3 core XLPE Cable 150 mm<sup>2</sup> will be laid). under jurisdiction of Sub Division Sub-urban Moga Under DS City Division PSPCL Moga.
1. HDPE PIPE 160 mm (2×39=78 mtr) with ISI specification IS:4984 shall be provided by the contractor.
  2. GI PIPE 150 mm (12×2=24 mtr) shall be provided by the contractor.
  3. BARBED WIRE (50×2=100 Feet) shall be provided by the contractor.
  4. Conduit dia for crossing be of 160 mm as per Railway specification.
  5. Cable conduit shall be laid at a depth of minimum 3m from the lower surface of the land.
  6. Labour for digging , boring , laying of 160mm HDPE Pipes (INCLUDING SUPPLY OF HDPE PIPES) for 39 meter x 2 = 78 meter
  7. The work will be inspected by the appointed official of PSPCL.
  8. Only Cable and cable end boxes shall be provided by PSPCL from respective central stores.

**Transportation of cable from Central Stores to site is also in the scope of the Contactor.**

## 2. Rates

The contractor/s must accept the Firm rates inclusive of all duties and taxes etc., (except GST) nothing extra on any account will be payable.

## 3. Completion Period/ Period of Contract

The period of contract will be 30 days from the date of allotment of work or drawl of last material whichever is later. Any delay during the execution of the work will lead to penalty as per PSPCL rules.

## 4. PAYMENT TERMS

- 4.1 The payment shall be made as per actual measurement of material at site.
- 4.2 The rates to be quoted by the contractors for all the items should be 'FIRM' inclusive of all taxes and duties, except GST.
- 4.3 Items, against which no price is entered by the contractor, shall not be paid by the PSPCL when executed and shall be deemed to be included/covered in the cost of the equipment material.
- 4.4 The transportation of material from relevant PSPCL store to the site of work will be the responsibility of the contractor.

**ERECTION OF MATERIAL**

Erection of 11KV XLPE Cable shall be made by the contractor as per PSPCL standard/approved designs. Copies of the relevant standard instructions issued by PSPCL from time to time are available in the office of Addl.SE/DS City Division PSPCL Moga for reference by the contractors.

2. 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 sanctioned DPR, Estimate. In such cases the revised sketch as per actual work to be executed shall be prepared by the concerned AE/AEE & approved by concerned Addl./SE/Sr.Xen Operation and 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.
3. Quality of the erection work being executed by contractors shall be monitored by the concerned AE/AEE under whose area, the work is being carried out. Monitoring/checking of the erection work will be carried out by above officer extensively to ascertain that work is being executed as per PSPCL standard instructions/provisions of the contract.
4. 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 i.e. Defects Liability Period 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.
5. Required electrical 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.
6. The contractor shall be responsible for the Watch & Ward of the works/material until the same is taken over by the PSPCL.
7. The contractor shall be required to provide insurance cover at his cost, valid till the handing over of works to PSPCL, against damage/theft for any reasons thereof, during storage, erection and commissioning of all the material and such Insurance Policy shall be submitted by the Contractor before any payment is made by the PSPCL to contractor. The contractor shall be responsible for lodging the claims, if any, and also get the same settled with insurance company at his own level besides making goods the material/works involved in such claims within reasonable time to the satisfaction of Engineer-in-Charge to avoid any delay in the completion of work/contract. No extra payment shall be made by the PSPCL for any loss to the contractor in settlement of such claims by Insurance Company.
8. If any, shut down is required by the contractor during erection/dismantlement, he will contact the concerned AE/AEE (Operation Sub Division) who shall arrange the shutdown.
9. All clearances horizontal vertical, phase to phase, shall be as per standard specification of PSPCL.

**4. DISMANTLEMENT OF MATERIAL**

1. 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.
2. Dismantled material either may have to be reused for these works with the approval of concerned DY CE/SE/Operation by adopting proper accounting measures or may have to be returned to PSPCL stores. Return of dismantled material to PSPCL store will be through PSPCL officials. The labour rates for dismantlement to be quoted by the contractor should be

8-20  
Exclusive of all taxes, freight, octroi and insurance charges, transportation charges etc.  
Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall be included in the above quoted rates.

## 5. HANDING OVER

Each completed and commissioned lines, substations and connections will be taken over estimate wise by concerned distribution Division immediately after commissioning of each work for which the proper handing/taken over note is to be prepared by the contractor.

## 6. 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 Addl.SE/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 Addl.S.E./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 and statutory clearances as provided in the specifications.

During execution of work, under un-foreseen circumstances, some dispute may crop up or may need some clarifications on any issue, the same shall be reviewed by the concerned ASE/Sr.Xen. Operation of the PSPCL and his decision shall be final and binding for all intents and purposes.


## 9. RIGHT OF PATH

Concerned AE/AEE of Distribution Sub Division will make available the right of path without any hindrance/delay. In case during erection, if any problem for completion/commissioning of work arises, the contractor shall bring it to the personal notice of the ASE/Sr. Xen of concerned Divn. In writing under intimation to S.E./Op Circle, PSPCL, Faridkot. The respective ASE/Sr. Xen (DS) shall be responsible to solve the dispute in the shortest possible time.

## 10. Special Terms

- 1. Earnest Money:-**The contractors shall be required to submit earnest money @2% of Tender value/ or EMD By bank draft Mode in favor of PSPCL.  
Public Sector undertakings fully owned by the Punjab Government/Central Government/Other State Government shall be exempted from depositing Earnest Money, provided that a certificate of Government Ownership shall be submitted in the envelope for Earnest Money.  
Earnest money shall be forfeited in case of withdrawal/ modification of an offer within validity period, as mentioned in the NIT/ Tender Specification after opening of tender  
In case of successful tenders, Earnest Money shall be converted as a part of the security deposit.  
In case of unsuccessful contractors whose offers are not accepted, the earnest money shall be refunded to them.
2. Undersigned reserves the right to reject any or all the tenders without assigning any reasons.
3. The contractors must convey unconditional acceptance of PSPCL's 'Terms and conditions' (including following the standard procedure for maintenance of works account) failing which their offer shall not be accepted. No deviation in any technical & commercial terms & conditions of this tender documents is permissible. The Offer of any contractor who quotes deviation in any manner shall be rejected.

...based for rescheduling of the Tender happen to be holiday then the tenders will be  
...on the next working day at the same time  
...shall be accepted only online and e-procurement. Telegraphic/conditional tenders shall not be  
...  
The competent authority may distribute the work to one or more firms.  
PSCPL reserves the right to increase or decrease bill quantity or to reject the whole bill quantity without  
assigning any reason.

  
Addl S.E. 30  
City Division, PSPCL, Muz

# PRICE BID [Performa]

## SCHEDULE OF QUANTITIES & RATES

TENDER NO.	DESCRIPTION OF WORKS	NO. OF UNDER GROUND CROSSING WITH LENGTH AND SIZE OF CONDUIT.	RATES IN RS. PER METER INCLUDING THE COST OF PIPE	TOTAL COST (IN RS. INCLUDING GST )
03/XEN/ City Moga/2024-25	Regarding laying of 11 KV 3 Core XLPE Cable 150 mm <sup>2</sup> from VCB to Pair of 66 KV S/S Focal Point Moga to a New 11 KV Baoli Sahib Rural Feeder. (Feeder has railway crossing, due to which one additional 11 KV 3 core XLPE Cable 150 mm <sup>2</sup> will be laid). Also Labour for digging , boring , laying of 160mm HDPE Pipes (INCLUDING SUPPLY OF HDPE PIPES) for 39 meter x 2 = 78 meter	GI PIPE 150 MM (12x2=24 mtr.) BARBEED WIRE (50x2=100 feet) HDPE PIPE 160 MM (2x39=78 mtr.) 2 no. crossing with 78 mtr.(39X2 Length and 160mm Diameter.)	.	

NAME & SIGN.  
OF AUTHORIZED SIGNATORY  
STAMP OF FIRM/CONTRACTOR

2024  
13.289  
BY

## GENERAL TERMS AND CONDITIONS

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## SECTION-III/ Part I

### TENDERING & CONTRACT AGREEMENT

#### 1.1 SUBMISSION OF OFFERS:

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

The following instructions must be carefully observed by all contractors. Quotations/ offers 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 offer as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

- ii) The offers must be complete in all respects.
- iii) Offers shall be submitted only online.
- iv) Conditional offers, telegraphic through telex fax offers, offers not on prescribed Forms or offers without earnest money in the required shape shall not be accepted.

#### THREE PART OFFERS: -

##### i.) PART-I: EARNEST MONEY OFFER AND TENDER DOCUMENT COST

##### ii) PART-II: TECHNICAL Bid

The IInd part will also consist of commercial, technical conditions indicating "Technical/Commercial/ Price Offer" (Qualifying financial effects). Any other documents required to be submitted along with the offers as per the specification, shall also be submitted in this part.

iii) Firstly, the Part-I (Earnest Money) and tender document cost shall be opened and if earnest money and tender document cost is found to be as per the requirements of the specification, only then the Part-II ("Technical/Commercial offer") shall be opened. The offers without earnest money shall be out rightly rejected. After opening Part-II of the offers (Technical/Commercial), the offers will be evaluated by PSPCL.

#### 1.2 OFFERS TO BE INVALIDATED:-

The offers must be complete in all respects; Conditional, incomplete offers and offers received late due to any reason whatsoever will be rejected.

#### 1.3 INSPECTION OF SITE BY THE CONTRACTORS:-

Contractors should inspect the tentative sites and examine and obtain all information required and satisfy themselves regarding all matters and things before submission of their offer.

## SIGNING OF THE OFFERS

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

### 1.5 EARNEST MONEY:

The offers shall be required to submit (via e-payment gateway of GePNIC) earnest money @2% subject to a minimum of Rs 8320 or Permanent EMD Rs. 2.5 Lac. Public Sector undertakings fully owned by the Punjab Government/Central Government/Other State Government shall be exempted from depositing Earnest Money, provided that a certificate of Government Ownership shall be submitted.

Earnest money shall be forfeited in case of withdrawal/modification of an offer within validity period, as required in the NIT/Offer Specification after opening of offer. In case; of offers not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to the successful contractor or after the expiry of additional/period whichever is later.

### 1.6 OFFER TO CONFORM TO SPECIFICATIONS:

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

### 1.7 RATES TO INCLUDE EVERY THING NECESSARY:

- a) Prices & rates offered include cost of entire labour component including all components like carriage & hire of T&P/ machinery.
- b) The unit rates offered 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 offered to Contractor for all items of work shall remain unchanged irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities & rates.
- d) Prices include all of the applicable taxes except GST etc.

### 1.8 POST OFFER MODIFICATIONS

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

### 1.9 RIGHT TO REJECT ALL OR ANY OFFER:

The officer inviting Offers/Contracting Agency/Board reserves the right to reject any or all the offers/without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by contractor in preparation of the offer.

### 1.10 VALIDITY OF OFFERS:

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

### 1.11 SOLVENCY CERTIFICATE:

Every contractor shall produce along with his offer a solvency certificate/ statement from a scheduled Bank of value of equal to 15% of estimated tender cost issued after 01.01.2024 & valid for 12 months from date of issue. If he fails to produce such a certificate, his offer may not be considered.

## **PLANT & EQUIPMENT:**

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 offer 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 offer documents.

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

### **1.13 SPLITTING OF WORK:**

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

### **1.15 PATENT RIGHTS:**

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

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

### **1.16 OFFER /CONSTRUCTION DRAWINGS:**

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

### **1.17 SIGNING OF CONTRACT:**

In the event of offer 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 offer shall be cancelled and his earnest money will be forfeited.

**SECTION-III / Part -II**  
**GENERAL CONDITIONS OF CONTRACT**

**2.1 SCOPE OF CONTRACT:**

Scope of the contract is to get the work done at labour rates on the guidelines of PSPCL/SLR schedule rates. Entire material will be supplied from the PSPCL stores. The work will be carried out 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.

**2.2 SUPPLY OF PLANT MATERIAL AND LABOUR:**

Except where otherwise specified the contractor shall at his own expenses supply and provide all labour (including the supervision thereof) transport to or from the site (covered in schedule only) 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 firefighting authority. The work shall be executed in such a manner so as to minimize fire hazards.

**2.4 WATER AND ELECTRICITY**

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 Board for water supply.

**2.5 SETTING OUT:**

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

**2.6 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATIONS ETC:**

The contractor shall execute the work strictly in accordance with the drawings & specifications. 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 superseding the specifications.

## **SITE FACILITIES BY CONTRACTOR:**

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

### **2.9 WORK TO PROCEED UN-INTERRUPTED:**

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

### **2.10 NIGHT SHIFTS**

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

### **2.11 CONTRACTOR'S STAFF**

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

### **2.12 PROTECTION OF WORK BY CONTRACTOR:**

During inclement weather or rain, contractor shall suspend concreting 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 expenses.

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

### **2.13 CO-ORDINATION WITH OTHER AGENCIES:**

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

### **2.14 ASSIGNMENT OR TRANSFER OF CONTRACT:**

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

### **2.15 SUB CONTRACT:**

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

### **2.16 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

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.

### **2.17 CONTRACTOR TO REPORT ACCIDENT**

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

### **2.18 REMOVAL OF CONTRACTOR'S PERSONNEL/WORKMEN:**

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

### **2.19 WORK OPEN TO INSPECTION**

All works under or in course of execution of executed in pursuance of the contract shall at all-time be open to the inspection and supervision of the any agency of the Board Engineer-in-charge/ representative of Engineer and his subordinates and the contractor shall at all times during the usual working hours and all other times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the Contractor during which period either he could be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agents shall be considered to have same force and effect as if they had been given to the contractor himself.

### **2.20 NOTICE BEFORE WORK IS COVERED UP:**

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

### **2.21 CONTRACTOR LIABLE FOR DAMAGE DONE:**

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

### **2.22 CONTRACTOR'S SUPERVISION:**

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

... by the Engineer In charge. Directions/instructions given by Engineer/In charge to the Contractor's shall be considered to have the same force as if these had been given to the contractor himself.  
... contractor fails to appoint a suitable agent as directed by the Engineer In charge, the Engineer In charge shall have full powers to suspend the execution of works until such date as suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay caused to the works.

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

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

### 2.24 WORK ON SUNDAYS/GAZATTED HOLIDAYS:

As most of the work has to be carried out in the planned shutdowns and work permits so it will be required to carry out some work on Sundays and holidays and in odd hours especially in crowded markets/ busy roads but the sanction in writing of the Sr. Executive Engineer will be required. Nothing extra will be payable on a/c of working on Sundays and gazetted holidays/ night shifts etc.

### 2.25 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 (VIII of 1923) hereinafter called the said Act for injuries caused to the workmen. if such compensation is paid by the Board as principal under sub section (i) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Board 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 Board under the contract or otherwise.

### 2.26 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT:

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

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

OR

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

OR

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



OR

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

OR

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

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

Engineer-in-charge will have powers to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and or carry out the work by any means at the risk and cost of the contract. In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/or labour provided by the PSPCL with an addition of such percentage to cover the superintendent and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

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

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer-in-charge shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

#### **2.27 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:**

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

#### **2.28 TERMINATION OF CONTRACT ON DEATH:**

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

#### **2.29 SPECIAL POWERS OF DETERMINATION:**

If at any time after the acceptance of the offer, PSPCL shall for any reason what so ever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the foreclosing of the work. He shall be paid at contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. The contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawing, designs, and instructions, involving any curtailment of the work as originally contemplated.

## SECTION -III/Part-III

### 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 EMD 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 Board shall have power to adopt any of the following courses as he may deem best suited to the interest of the Board:

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 Board.

ii) The employ labour paid by the Board, 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 Board under the contract or otherwise or from his security deposit or the sale proceeds thereof or a sufficient part thereof.

In the event of the above course being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under the contract unless and until Sr. Executive Engineer have certified in writing performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount as certified.

b) In any case in which the power conferred by clause referred to above, shall have become exercise able and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the

when he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected.

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 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

### 3.3 EXTENSION OF TIME

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

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

### 3.4 FORCE MAJEURE:

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

### 3.5 EXTRA ITEMS

- a) Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-charge. If extra items due to any alterations, addition or substitution or due to any other cause include any class of work for which no rate is specified in the contract, the rates for such item/items shall be worked out on the basis of Common Schedule of Rates and approved by the competent authority. Where the rates for non-agreement items do not exist in the Common Schedule of Rates, the same shall be determined by analysis.
- b) In case of contract, not based on the Common Schedule of Rates, the rates for such items shall be worked out as follows:
  - i) Cost of labour shall be calculated on the basis of the actual labour employed (excluding supervisory staff) as recorded at site for the item of work to the entire satisfaction of the Nodal officer whose decision shall be final and binding.
  - c) The Sr. Executive Engineer can sanction the rate provided the total amount of all such items under one contract is within his competence to accord technical sanction. When the total amount of all such items under one contract exceeds financial limit of the Sr. Executive Engineer, he shall refer the matter to the SE who will sanction the rate, if the total amount of all such items including those already sanctioned by the Sr. Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the EIC/DS, WEST ZONE, Bathinda who has full powers to sanction such rates.

Contractor shall deliver in the office of the Sr. Executive Engineer on or before the 10<sup>th</sup> of every month the continuance of work covered by the contract, return showing details of any work claimed for as extra such return shall also contain the value of such work as claimed by the contractor for which value shall be based on the guidelines given above. Extra items shall be taken in hand only after written order from Engineer-in-charge. The contractor shall include in such monthly return particulars of all claims of whatsoever kind and, howsoever arising, which at the date thereof he has or may claim to have against the Boards under or in respect of or in any manner arising out of the execution of the work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

### 3.6 FACILITIES TO BE PROVIDED

#### A) WATER & ELECTRICITY FOR CONSTRUCTION OF WORK & CONTRACTOR STORES/OFFICE:

Refer Para 2.4 of Part-2 of Section-III

### 3.7 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.

### 3.8 ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED REASONABLE:

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

### 3.9 DEDUCTION OF AMOUNTS DUE TO BOARD:

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 Board 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 Board 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 Board.

### 3.10 ACTION WHERE NO SPECIFICATIONS:

In the case of any class or work for which there is no such specification mentioned in the contract, such work shall be carried out in accordance with specifications as decided by the concerned Design Officer.

### 3.11 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.

### 3.12 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 instructions Book serially numbered

... be kept at site office and day-to-day instructions will be given in that Book. Contractor's representative report every day to see these instructions and sign them at the bottom in token of his having seen them. If 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.

### 3.13 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.

### 3.14 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 preceded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as penalty as under: -  
Penalty equal to one half percent per week subjected to maximum of 10 % of balance work of respective month on the pro-rata cost of balance connections. The penalty shall be calculated in proportionate to the total cost of work order and no of connections allotted and will be imposed on balance connection for respective month. However, after full completion period, the contractor shall pay as penalty equal to an amount of one half percent of actual cost of work order (Standard condition of Board) as shown in contract for every week, if the work remains unfinished after the contract completion period but the entire amount of penalty to be paid under the provision of this clause shall not exceed 10% of the actual total cost of the work order which will include the estimated cost of the balance work left out. However, the penalty deducted due to noncompliance of monthly progress, the same shall be adjusted during the final computation of penalty. This clause will be made applicable phase wise by considering contract value of each phase separately.

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

### 3.16 PAYMENTS:

- a) The contractor shall submit all bills on the printed forms in the office of the concerned Addl.SE/Sr. XEN, DS Division Faridkot and charges in the bills shall always be entered at the rates specified in the Work Order.
- b) A bill shall be submitted by the contractor to Addl.SE/Sr. XEN concerned for all works executed (or on completion of any sub work) and Addl. SE/Sr. Executive Engineer 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
- 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

**PSPCL**

of the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the contractor-in-charge under these conditions, or any of them as to the final settlement and adjustment of the contract 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 concerned Addl. SE/Sr. XEN, DS circle Bathinda Certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

- a) The payment terms shall be regulated as under: -
  - i) Up to 90% payment against Work executed and energized but not handed over/ finally accepted.
  - ii) Balance payment on acceptance/ taking over of the work.
  - iii) The contractor shall indemnify the Board 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.

### 3.17 MODE OF PAYMENT

- i) 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 and checking the same by concerned AEE/AE and counter/ sample checking by Addl. SE/ Sr. XEN concerned for quality assurance. All payments pertaining to these works shall be made by Concerned DS Divisions.
- ii) Payment to contractor for erected works shall be released after measurement of erected works.
- iii) DDO will ensure about registration of firm under building & other Construction workers Act-1956 under Section- 7 and Section 12 before payment of running bill.

During execution of work, under un-foreseen circumstances, some dispute may crop up or may need some clarifications on any issue, the same shall be reviewed by the Dy. CE/ SE DS circle Bathinda and his decision shall be final and binding for all intents and purposes.

### 3.18 PAYMENT OF FINAL BILL:

After the work is completed, final bill would be paid on the certification of an officer not below the rank of Addl. SE/ Sr. XEN, DS circle Bathinda (and of AE/ AEE in case of sub-works) that the work is done according to drawings and specifications attached to the offer and on recording of detailed measurements, 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 offered by the contractor while submitting the offer and if there are any items in the additions and alteration for which the contractor has not offered a rate, the payment shall be regulated as per clause for "extra items".

### 3.19 SIGNING OF RECEIPTS FOR PAYMENTS:

PSPCL may refuse or suspend payments on account of a work when execution by a firm or by contractor described in their offer 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.

### 3.20 ARBITRATION CLAUSE:

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 thereunder, 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 Board, 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.

- a) 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.

work under the contract shall be continued during the arbitration proceedings and no payment due or by the purchaser/Board shall be withheld on account of such proceedings.

### **DISMANTLED MATERIALS:**

Some of the dismantled materials received from the dismantlement of structures, works, huts etc. shall have to be re-used handed over to the owner & stacked in a manner approved by the Engineer in stores/site without any extra cost to the owner.

### **3.22 REVISION OF CONTRACT:**

a) The contract shall not be assigned or sublet without the written consent of the EIC/CE DS WEST zone, Bathinda and if the contractor assigns or sublets his contract or attempts to do so without consent of the above authority or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their benefit or attempts to do so or if Addl. SE/ Sr.XEN in charge of work shall certify in writing that in his opinion contractor:

b) Makes default in commencing the work within a reasonable time from the date of issue of work order and continue in that state after a reasonable notice from Engineer-in-charge.

In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-Charge.

c)Fails to comply with any of the terms & conditions of the contract or after 7 days' notice in writing with orders properly issued there under.  
Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.

d)If contractor commits breach of any terms/conditions envisaged in the contract or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer, Any bribe, gratuity, gift, loan, perquisite, records or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person of Board person in the employment of Board in any way relating to his office or if any such officer or person of Board shall become in any way directly or indirectly interested in the contract.

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

f)In case the Board intends to foreclose the contract before the completion of the job due to any reason then the Engineer-in-charge shall serve 30 days clear notice to the contractor. The work completed up to date of issue of the notice shall be measured jointly, un-utilized materials supplied by the Board shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for un-utilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

### **3.23 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 Board. Only recommendatory letters where necessary shall be issued on the specific request by the contractor.

### **3.24 JURISDICTION:**

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

### **3.25 NEGOTIATION:**

No negotiation affecting prizes or basic features of NIT/Specification shall be conducted with contractors after opening of offers except under specific orders of accepting authority after the reasons to be recorded.

### **3.26 INTERPRETATION**

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



SECTION-III/Part-IV

FAIR WAGE CLAUSES & LABOUR REGULATIONS

FAIR WAGES:

4.1.0 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 withstanding the provisions of any agreement to the contrary, cause to be paid fair wage of laborers indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the laborers 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 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:

4.2.1.1 Suitable temporary hutting, accommodation as in the opinion of the concerned Sr. Executive Engineer may be necessary, outside the premises of the Board's land. The Contractor shall not put up any unauthorized canteens or tea shops on Board'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.

## 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 workmen employed on the Contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- g) All payment of wages shall be made on a working day.
- h) Wage register and wage card etc:  
The Contractor shall maintain a wage register of workers, in such form as may be convenient, but the same shall include the following particulars.
  - i) Rate of daily or monthly wages.
  - ii) Nature of work on which employed.
  - iii) Total amount payable for the work during each wage period.
  - iv) Total numbers of days worked during each wage period.
  - v) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
  - vi) Wages actually paid for each wage period.
  - vii) The Contractor shall also maintain a wage card for each worker employed on the work.
  - viii) The authority competent to accept the Contract may grant an exemption from the maintenance of wage register and wage cards, to a Contractor who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

#### 4.4.4

**FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:** The wages of a worker shall be paid to him without any deduction of any kind except the following:-

- a) Fines

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

#### **4.4.5 REGISTER OF FINES ETC:**

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

#### **4.4.6 PRESERVATION OF REGISTERS:**

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

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

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

#### **4.4.8 REPORT OF LABOUR WELFARE OFFICER:**

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

#### **4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:**

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

#### **4.4.10 INSPECTION OF REGISTERS AND CARDS:**

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

#### **4.4.11 SUBMISSION OF RETURNS:**

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

**AMENDMENTS:**  
The Punjab Government may from time to time, add to or amend these regulations and on any question the Punjab Government 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.

**INTOXICANTS:**

4.5 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.

**E.P.F.**

4.6 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.

**CO-ORDINATION WITH OTHER AGENCIES:**

4.7 During the course of contractors work, other works either by the Board 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 Board.

**ASSIGNMENT OR TRANSFER OF CONTRACT:**

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

4.9

**SUB CONTRACT:**

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

4.10


**COMPLIANCE TO REGULATIONS AND BYE LAWS:**

The contractor shall confirm to the provision of any statute relating to the work and regulations with whose 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.

4.11 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.

4.12 ESI

The Contractor shall comply all the provisions of ESI if applicable.

  
Addl.S.E./DS  
City Division, PSPCL, Moga

Annexure - A

Name of Division	Name of Sub-Division	Railway line Involved	Length of Crossing	No. of Crossing	Size of 11 KV XLPE Cable	Diameter of CI Pipe
1 City Division	Sub-urban Moga	Moga-Paro Mehna back side 66 kv S/S Focal Point Moga	78 Mtrs	2	150 mm <sup>2</sup>	160 mm

Total Work (39X2)

78mtr each. (160mm<sup>2</sup>) say

Scope of Work & Supply:

Regarding laying of 11 KV 3 Core XLPE Cable 150 mm<sup>2</sup> from VCB to Pair of 66 KV S/S Focal Point Moga to a New 11 KV Bauli Sahib Rural Feeder. (Feeder has railway crossing, due to which one additional 11 KV 3 core XLPE Cable 150 mm<sup>2</sup> will be laid). under jurisdiction of Sub Division Sub-urban Moga under DS City Division PSPCL Moga.

Work & Material Requirements:

Conduit diameter for 2 no. crossing cable of 150 mm<sup>2</sup>.

HDPE PIPE 160 mm (2x39=78 mtr.) should be PN6 pressure class with material grade PE-80 and should confirm TC IS4984

GI PIPE 150 mm (12x2=24 mtr.)

BARBED WIRE (50x2=100 mtr.)

Assistant Executive Engineer  
DS S/D SUB-URBAN, Moga

Addl. SE/DS  
City Division, Moga.

Annexure - B

Sr No.	Material	Units	Qty of Material (Nigaha Feeder)	Rate	Total	Labour Rate	Total Labour
1	GI PIPE 150 MM (12×2=24)	MTR.	24	2060	49440		
2	BARBEED WIRE (50×2=100)	FEET	100	6.15	615		
3	HDPE PIPE 160 MM (2×39=78)	MT	78			2200	171600
Sundry					4385	0	0
Total					54440	Total	171600
5%(+)					2722	18%	30888
Total					57162	Total	202488

ਨਵੇਂ ਸਮਾਨ ਦੀ ਲੇਖਰ

202488

Grand Total 259650

*[Signature]*  
Assistant Executive Engineer  
DS S/D SUB-URBAN, Moga

*[Signature]*  
Addl. SE/DS  
City Division, Moga.



Annexure - C

Details of Railway Underground Crossing to be carried out under

DS City Division PSPCL Moga

Sr. No.	Name of Division	Name of Sub-Division	Name of Feeder	Estimate No.	Railway line Involved	Length of Crossing	No. of Crossing	Size of 11 KV XLPE Cable	Diameter of G.I Pipe	Estimated Cost/ metre	Approx. Cost
1	City Division Moga	Sub-urban Moga	11 kv new Bauli Sahib	14300126/24-25	Moga-Paro Mehna back side 66 kv S/S Focal Point Moga	78 mtr.	2	150 mm <sup>2</sup>	160 mm	Rs. 3329	259650
TOTAL											
259650/-											

  
Assistant Executive Engineer  
DS S/D SUB-URBAN, Moga

  
Addl. SE/DS  
City Division, Moga.

CONTRACT AGREEMENT

This contract agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between the Punjab State Power Corporation Ltd., here-in-after called \_\_\_\_\_ Purchaser and M/s. \_\_\_\_\_ have their Registered office/ here-in-after called contractor for works at \_\_\_\_\_ in \_\_\_\_\_ accordance with NIT \_\_\_\_\_ due on \_\_\_\_\_ and contractor's No. \_\_\_\_\_ dated \_\_\_\_\_ 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 \_\_\_\_\_