



PUNJAB STATE POWER CORPORATION LIMITED

Office of Chief Engineer/DS West Zone, PSPCL Bathinda

Reg Office PSEB Head Office, The Mall Patiala-147001

Phone No. 0164-2920111, Email: ce-ds-west@pspcl.in

Corporate Identity Number: U40109PB2010SGC033813 Website: www.pspcl.in

TENDER ENQUIRY NO. 01/CE/DS WEST ZONE, BATHINDA/2024-25

Brief Description of the work:- Work of attending to resolving the Fuse-Off-Call Complaints & LT/HT line Breakdowns for restoration of Electrical Power Supply in the various Sub-divisions under CE/DS West Zone, PSPCL, Bathinda.

1. Due Dates & Time:

1	Start date for downloading of Specification/ Tender documents from website (https://eproc.punjab.gov.in/nicgep/app)	31-12-2024, 11:00 AM
2	Last date for downloading of Specification/ Tender documents from website. (https://eproc.punjab.gov.in/nicgep/app)	23-01-2025, 11:00 AM
3	Last date & time for Uploading of Tender on website (https://eproc.punjab.gov.in/nicgep/app)	23 -01-2025, 05:00 PM
4 (i) (ii)	Opening of tender cost, EMD Techno-commercial bid	24-01-2025, 1:00 PM 24-01-2025, 03:30 PM
5	Tender Document cost	Rs. 2950/- (Rs. 2500 + 18% GST) (Non-Refundable)
6	Estimated Tender Value	Rs 22.84 Crore (Approx.)

2. Telephones/Contacts

1	CE/DS West Zone Bathinda	96461-14502
2	Dy. CE/DS Circle, Bathinda	96461-14504
3	Dy. CE/DS Circle, Sri Muktsar Sahib	96461-04114
4	Email Address	ce-ds-west@pspcl.in, sedsbti@gmail.com
5	Address for Correspondence	CE/DS West Zone, PSPCL, Admin Building, GNDTP, Malout Road, Bathinda, 151001

NOTE: -

1. In case the due date for opening of tender happens to be a holiday, then tenders would be received opened on the next working day at the same time.
2. The prospective bidders are requested to get clarification from this office and/or <https://eproc.punjab.gov.in/nicgep/app> in case of any difficulty regarding uploading of the tender well in time and no last minute request for extension in opening of tender on this account will be entertained.
3. The prospective bidders are requested be extra cautious in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.
4. Detailed information regarding Tenders can be downloaded from the website <https://eproc.punjab.gov.in/nicgep/app>. It is informed that in case tender process is

not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on website <https://eproc.punjab.gov.in/nicgep/app>

5. Tender specifications can only be downloaded from website <https://eproc.punjab.gov.in/nicgep/app>. All the prospective bidders are requested to get their digital signatures, register themselves on the web site <https://eproc.punjab.gov.in/nicgep/app> and get conversant with the process of on-line submission of tenders well in time so as to submit the tender by due dead line. No request for extension in due date of tender opening on the above grounds shall be entertained.

CE/DS West Zone,
PSPCL, Bathinda

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SECTION I A**(NOTICE INVITING E-TENDER)**

1	Tender Enquiry No.	01/CE/DS West Zone, Bathinda/2024-25
2	Short Description of Work	Work of attending to resolving the Fuse-Off-Call Complaints & LT/HT line Breakdowns for restoration of Electrical Power Supply.
3	Tender Document cost	Rs. 2500/- + Rs. 450/- (GST), Total = Rs. 2950/- (Non-Refundable) (To be deposited online)
4	EMD	Equivalent to 2% of Tender Cost subject to maximum of Rs. 10 Lacs (To be deposited online)
5	Bank Guarantee	@ 5% of contract Value as Security deposit
6	Estimated Tender Cost	Rs. 22.84 Crore (Approx.)
7	Start date for downloading of Specification/tender documents from https://eproc.punjab.gov.in/nicgep/app	31-12-2024, 11:00 AM
8	Last date and time for downloading of Specification/tender documents from https://eproc.punjab.gov.in/nicgep/app	23-01-2025, 11:00 AM
9	Last date and time for uploading for tender document	23-01-2025, 05:00 PM
10	Date and time of Opening of tender cost, EMD	24-01-2025, 1:00 PM
11	Date and time of opening of Techno-commercial bid	24-01-2025, 03:30 PM
12	Validity of the offer	120 days

Note:- Detailed information regarding tenders can be downloaded from the Punjab Govt. website <https://eproc.punjab.gov.in/nicgep/app>. It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on website <https://eproc.punjab.gov.in/nicgep/app>

CE/DS West Zone,
PSPCL, Bathinda.

1.1 SCOPE OF WORK

- i) The scope of this work is to attend to/ resolve the 'No Supply Complaints' Fuse Off Calls and the Breakdowns of LT/HT lines etc. for restoration of Electrical Power Supply by providing the outsourced vehicles & technical manpower.
- ii) The contractor will also provide Complaint Handling Bikes (CHB), Complaint Handling Wagons (CHW) and Complaint Handling Wagon with Hydraulic Lift (CHH). Each Complaint Handling Bikes will consist of a Motor Bike (scooter/ motor cycle) with 2 no. technical workers along with T & P and each Complaint Handling Wagon (CHW) comprising of vehicle like LCV along with 3 nos. Technical skilled workers and 1 no. driver cum skilled worker and requisite T & P available in Two shifts. In case of CHH, complaint handling wagon with hydraulic lift shall be provided.
- iii) These bike gangs/wagons will attend the Fuse off Calls Complaints round the clock in various Divisions under the monitoring of respective Nodal Complaint Centers as per the instructions contained in detailed specifications (under the sections of Technical Specifications & Price bid). CHW's will also carry other distribution works i.e. HT Fault Resolution and maintenance works.
- iv) Minimum number of vehicles (CHBs/CHWs/CHH) will be maintained as per the average work specified in the detailed specification for attending the normal electrical complaints irrespective of the quantum of the work on any particular day, but in case of emergencies caused by abnormal weather conditions the complaints shoot up suddenly; the department workers will be deployed or the contractor will be asked to provide the additional CHBs (if possible, for shorter period i.e. one or two days) to attend to such emergencies for which the payments will be made extra.
- v) **T&P as per Annexure-P required for the work like Pliers, set of screw drivers & spanners, rubber gloves, ladders, raincoats, gumshoes and HT gloves etc. will be provided by the contractor.**

1) Firm shall procure T&P, Safety Kits strictly as specified in NIT/Work Order and shall submit bills regarding purchase of T&P, Safety Kits to concerned DDOs.

2) To ensure disbursal of T&P, Safety Kits before the start of the work; mobilization period of at least 21 days (to be counted from the date of issuance of LOI) shall be given to firm.

3) Firm shall distribute T&P, Safety Kits in the presence of JE/SDO before the start of work as specified to CHB/CHW/CHH workers. Also, complete material list specifying all the items shall be countersigned by firm's representative, concerned JE/SDO and concerned workers. Work will not be started without providing T&P and safety kits by the firm.

4) Fresh T&P, Safety Kits should be provided every year; If work order is extended for another two years.

5) If on checking 10% or more workers are found without complete T&P and Safety Kits at a time, then Work Order/Contract Agreement shall liable to be canceled by serving 15 days notice to contractor Firm for this default.

- vi) All material required for the execution of the work for attending complaints will be supplied by the PSPCL and the CHBs/CHWs/CHH provided by the contractor will have to do the labour part only.
- vii) The qualification and training of the skilled technical workers to be employed by the contractor is given in the Technical Specifications under qualifying criteria for Workers.

- viii) All CHB/CHW/CHH to be provided by the contractor should be capable of doing work on HT lines in off condition
- ix) Service provider to ensure attendance of all manpower through mobile along with location at the time of attendance. Also tracking app should record movement of workers, number of complaints received and their resolution. Tracking app should be developed by the firm.
- x) In addition to resolving Fuse Off Call complaints & breakdowns; CHB/CHW/CHH workers shall also carry out maintenance and other activities, as and when required by PSPCL.
- xi) Circle wise Allocation of CHB/CHW/CHH workers "On Duty" and "Rest Relievers" Strength is as per Price Bid (Annexure III) of Section VIII.

1.2 RATES

The bidder shall quote the FIRM rates against charges for CHB/CHW/CHH in Section VIII Price Bid. The GST shall be quoted extra as per applicable rates. However, if any tax/duty is imposed after the date of publication of tenders the same will be payable extra by the PSPCL to SP as per actual paid by him.

1.3 COMPLETION PERIOD OF CONTRACT

1.3.1 Completion/Commencement of work:

The Service Provider (SP) will have to commence the operations within the stipulated mobilization period. The mobilization period will be 30 days from the date of issue of LOI or 21 days from the date of issue of work order (whichever is earlier). The SP will ensure 2/3rd of CHB/CHWs/CHH are deployed within the mobilization period and the work starts partially. Grace period of 15 days is further allowed for deploying the remaining CHB/CHW/CHH i.e. 1/3rd quantity. Therefore, the Date of Commencement of work will be taken as the 7th day from issue of Work order. PSPCL requires the operations to commence immediately because of start of summer season. Though it is difficult to commence the operations immediately but PSPCL has been obtaining outsourced support from last 4-5 summer seasons, therefore some of the technical manpower will be available for hiring for immediate operations on issue of work order. The service provider shall commence the operations partially within the mobilization period and the payment will be made proportionately. The Completion/Commencement of Work will be considered as accomplished on the date the SP finally commence the operations by deploying the 95% CHB/CHWs/CHH.

In case of any extension of scope, the additional quantity CHB/CHW/CHH is required; the SP will have to provide the same at accepted prices. Any such demand will be raised through a written letter by the PSPCL and mobilization period of 30 days will be provided for meeting with the additional demand. It is pertinent to mention that the additional demand can be as high as 100% of the tendered quantity and the contractor will have to provide the additional CHB/CHW/CHH at the same prices and terms & conditions.

1.3.2 Extension in Scope (Stage-2)

The vehicles/manpower asked for in the Bid is the initial quantity as per the estimated work under the scope of the SP; however, this quantity can be revised in case of:

- a) If the deployed CHB/CHW/CHH are found to be incompatible with the volume of work, the quantity of CHB/CHW/CHH can be reworked and the SP will have to vary (increase/decrease) the quantity accordingly.
- b) In case of extension in the scope of work i.e. HT fault rectification or round the year maintenance work necessitated out of depletion of in house manpower due to future

retirements during the period of contract. In this case, PSPCL may ask additional CHB/CHW/CHH for carrying out any other work related to the distribution of power.

In case of any extension of scope, the additional quantity of CHB/CHW/CHH is required; the SP will have to provide the same at accepted prices. Any such demand will be raised through a written letter by the PSPCL and mobilization period of 30 days will be provided for meeting with the additional demand. It is pertinent to mention that the additional demand can be as high as 100% of the tendered quantity and the contractor will have to provide the additional CHB/CHW/CHH at the same prices and terms & conditions. All such additional deployment will be covered under the scope as Stage-2 of the project as detailed in Clause 2.2.1 In case the requirement goes beyond 100%, it will be carried out only with the mutual consent of the SP and PSPCL.

1.3.3 *Period of Contract*

The period of contract will be for One year. The work contract will be declared as completed after the satisfactory operation from the date of commencement of work. The decision of CE/DS West Zone, Bathinda will be final regarding judging the performance of the Contractor under the contract. PSPCL may at its discretion extend the contract period further for Two years; keeping in view the satisfactory performance of service provider, on yearly basis. PSPCL reserves the right to review/ terminate the contract by giving the 60 days' notice at any stage of the work (due to any change in internal policy) without assigning any reason.

1.4 **QUALIFYING REQUIREMENT OF BIDDERS**

Qualifying Criteria for Bidders

A Bidder may be a private entity or a government owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an agreement in the form of a joint venture or consortium. In case of company Copy of self-attested incorporation certificate, MOA & AOA. In case of partnership firm, copy of partnership deed on Non-Judicial stamp paper of requisite amount duly attested by Executive Magistrate. The consortium agreement on Non-Judicial Stamp Paper of Requisite amount duly attested by Executive Magistrate in a prescribed format (as per annexure K)

a) In the case of a Joint Venture or consortium:

- i) All partners shall be jointly and severally liable for the execution of contract in accordance with the contract terms and statement to this effect shall be included in the authorization mentioned under
- ii) Above as well as in the form of bid and form of agreement (in case of successful bid) & each of the consortium partners shall produce an undertaking regarding their consortium, clearly indicating their share of consortium and further they will also write that in case of any default then they will own the responsibility to deliver the deliverables in the same ratio as of their consortium according to the conditions laid out in technical specifications of the NIT.

b) In the case of a Consortium:

- i) There can be maximum three partners in a consortium. Any members of a consortium cannot quote independently or be a part of any other consortium.
- ii) One of the partners, responsible for performing a key component of the Contract, shall be nominated as Lead Partner.
- iii) Bid submitted by Consortium shall include a copy of the Consortium Agreement or the letter of intent to enter into a Consortium with an undertaking signed by all parties stating that;
 - a) All parties shall be jointly and severally liable,
 - 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 during the bidding process

- and in the event, the Consortium is awarded the contract, during contract execution.
- iv) In case of Consortium, either Partner of Consortium should have purchased the Bidding Document.
 - v) The bid shall be signed by authorized representative so as to be legally binding on all the partners.
 - vi) The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of all other partner of the Consortium and the entire execution of the Contract including payment shall be done exclusively with the Lead Partner.
 - vii) The lead partner of consortium shall give Bid Security as a Lead Partner on behalf of the Consortium members.
 - viii) The lead partner and other partners of the consortium must have experience as mentioned in the qualification criteria of tender, should have adequate in house design & engineering infrastructure facilities, quality assurance and safety set up to carry out similar type of work.
 - ix) In case of consortium all the partner should have EPF Registration, ESI Registration, GST Registration & PAN.
 - x) In the event of Death of Lead Partner OR if lead Partner fails to execute the work order; the other consortium member shall be fully liable for execution/ completion of work order.

The Price Bid will be opened of those bidders only who fulfill the qualifying criteria as under: -

1.4.1 General Requirements

- a) Bids can be submitted by a company incorporated under applicable Companies Act/Proprietary Firm/Partnership Firm. A Consortium of maximum 3 partners is allowed.
- b) The bidder shall possess class 'A' Electrical Contractor License issued by Electrical Inspectorate of Govt. of Punjab. The lead Bidder shall possess the certification. The bidder shall have 'A' Class Electrical License in the name of Company/Firm, who has to execute the work at site and this License should be registered with CEI, GOP Patiala.

In case of Consortium/ JV lead partner shall satisfy the condition. In case of firm/company not having CEI License of Punjab Govt. the firm/company will give an undertaking to get himself registered with CEI, GOP within 3 months from the date of issue of work order, otherwise his contract is liable to be cancelled.

- c) The Bidder must be registered with PSPCL & if not already registered he will register himself with PSPCL before submission of bid. Registration will be done at Zonal/Circle level.
- d) The bidder will upload its proof of EPF Registration.
- e) Every bidder shall produce along with tender a solvency certificate of 60% of amount of tender cost from a scheduled bank issued after 01.04.2024. If he fails to produce such a certificate, his tender will not be considered. In case of the bid in consortium, the solvency certificates should be obtained from all the consortium partners and should be in the same ratio as mentioned in the undertaking submitted for the constitution of consortium. The tender Opening Committee must

verify online, the Solvency certificate as submitted by the bidder from the issuing bank.

- f) The bidder should have PAN, ESI, EPF and GST registrations as required under the Rules. In case of consortium, all the members shall meet this requirement.
- g) The bidder should not have been blacklisted/debarred by any power utility/Govt/semi govt/PSU in India at the time of bidding. In case of Consortium, all the members shall meet this requirement.
- h) Copies of documents defining the constitution or legal status, place of registration and principal place of business of company may be provided.
- i) Undertaking from the bidder that in case of award of contract to them, they shall furnish a Labour License within Two Months, from commencement of work.
- j) The bidder should be registered with EPF organization and ESI Corporation. In case of consortium, all the members should be registered with EPF and ESI department. Only proof of EPF & ESI registration which can be checked online by PSPCL at any time and copy of challan deposited of EPF and ESI with 300 manpower for a period of one year in last 03 FY (2021-22 to 2023-24) i.e. for the period of 01-04-2021 to 31-03-2024. In case of Consortium, all the members may meet the requirement jointly or individually in their consortium ratio. The contractor firm must have local codes of ESI so that the workers can avail the facility of local ESI hospitals/dispensaries.
- k) The bidder should have experience of providing skilled manpower for Power Sector Utilities (Govt./Private/Public Undertaking) and should have in any one project provided at least 300 manpower for a period of 1 year in last 3 years. In case of Consortium, all the members may meet the requirement jointly or individually in their consortium ratio. The bidder will submit copy of deposit of EPF/ESI complete challans showing 300 manpower for a period of one year in last three FY.

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

1.4.2 *Financial Requirement:*

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

- (i) The bidders should have a minimum average annual turnover equal to the tender cost or more than the tender cost in last three financial years i.e. April 21 to March 24. In case of consortium, Lead bidder shall satisfy minimum 60% of the turnover requirement, while the other bidder should have minimum 20% of the turnover requirement. So, all the consortium partners should meet overall 100% turnover requirement.
- (ii) The bidder should have positive net profit/net worth in any one year of last 3 financial years i.e. April 2021 to March 2024. Lead bidder should satisfy the condition.

Financial Resources:

Copy of the audited statement of accounts (P&L account and balance sheet) along with PAN for the year 2021-22 (audited), 2022-23(audited) and 2023-24 (audited), P&L account and balance sheet duly certified by the CA showing UDIN.

Note: In case of new company/firm not having past three years balance sheets. It may submit balance sheets of its partners/ proprietary firm held by them in past. In case of consortium all the partners of the firm should meet the requirement, as mentioned in the case of companies/firms.

1.4.3 *Technical Requirement:*

- 1) Experience of similar work of aggregate value not less than amount equal to 20% of the estimated tender value each in any three years in last seven years ending 31-03-2024.

or

- 2) Experience of similar work of aggregate value not less than amount equal to 30% of the estimated tender value each in any two years in last seven years ending 31-03-2024.

or

- 3) Experience of similar work of aggregate value not less than amount equal to 50% of the estimated tender value in any one year in last seven years ending 31-03-2024.

To achieve technical qualification requirements, the works executed by various partners will be clubbed together, subject to minimum share of 60% for lead partner in case of consortium and overall 100% of all partner of consortium should be met with.

Similar Works Means execution of the following works –

- The bidder should have executed one or more contract of power sector (Govt./Private/Public undertaking) by deployment of Skilled manpower for at least one year during last three completed years (2021-22 to 2023-24) in an electrical utility in India as a main company/firm or as sub-contractor of some other main company/firm/contractor duly approved by the concerned competent authority of the power utility. In such a case the experience certificate (completed year wise) along with amount & performance certificate of that main company/firm/contractor along with the copy of approval regarding subletting of work is required. In case of partnership firm, past experience of the proprietorship firm will be considered. Copy of work order and work performance certificate is required for continuous one year.

1.5 **UPLOAD/SUBMISSION OF BIDS**

The bid Earnest Money and cost of Tender Documents as specified in the bid document must be deposited online and uploaded on the website (<https://eproc.punjab.gov.in/nicgep/app>) by the due date and time. Bids must be uploaded online on or before scheduled date/ time and will be opened as per schedule, in the presence of representative of the qualifying bidders who choose to attend. If the office happens to be closed on the date of receipt/opening of bids as specified, the bids will be received/ opened on the next working day at the same time and same venue.

1.5.1 *Earnest Money Deposit (Part I)*

The tenderers shall be required to online deposit both tender fee & EMD @ 2.0% of the bid cost subject to a maximum of Rs.10 Lacs.

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 uploaded online.

- i) 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.
- ii) In case of successful tenders, Contractor may submit Bank Guarantee @5% of contract Value as Security deposit otherwise amount of security amount will be deducted from contractor bills.

Earnest Money shall also be converted as a part of the security deposit.

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

1.5.2 Technical/Commercial Proposal (Part II)

Detailed techno-commercial bid containing relevant information/ supporting documents indicated in section I-B towards meeting with the qualifying requirements may be uploaded and submitted in the part II of the bid. All relevant documents showing experience & turnover shall be uploaded and no hard copies shall be provided in envelope.

1.5.3 Price Bid (Part III)

Price bidding schedule duly filled up as per Performa given in the section "Price Bid". The following points may be noted while uploading and submitting the price bids :

- i) The firm with overall lowest rate shall be considered as L-1.
No techno-commercial terms and conditions shall be attached with the Price bid.
- ii) The prices may be quoted keeping in view the Minimum wages payable for 'skilled category' workers as per Labour Commissioner, Government of Punjab notification, as the contractor is bound to protect the minimum wages of the deployed workers.
- iii) Each Complaint Handling Bikes (CHB) will consist of a Motor Bike (scooter/ motor cycle) with 2 no. technical workers along with T&P. The CHBs will be deployed in shifts on all days of a week including holidays, but the every CHB personnel shall be given a weekly rest as per Government rules (Dept. of Labour). One No. Rest Reliever per 6 No. CHB/CHW/CHH Workers shall be deployed by Firm. So each Worker will work for maximum of 6 days in a week and each CHB will practically work for all days in a week. However, payment shall be made to contractor as indicated in Annexure II & III of Section - VIII.
- iv) Complaint handling wagons (CHW) will be deployed for attending all outages requiring more manpower and T&P, Ladders etc. and consist of Light commercial vehicle i.e. Mahindra Genius/Bolero/Tata-207/408 or equivalent (Single/Double door). This Light commercial vehicle should not be more than 4 years old and will carry collapsible ladder, GPS locator device and other T&P like pliers, cutters, tester, hammer, rope, Testing Bulb, power torch etc. and 3 Nos. Technically skilled workers and 1 no. driver cum skilled worker. These CHWs will work in 2 shifts throughout the year. The outsourced manpower i.e. CHB, CHW & CHH will also carry out the other distribution activities like the maintenance of HT/LT lines and DTs, MCO/ SCO/ SJO/ Recovery of Defaulting amount etc. Each Complaint handling Hydraulic (CHH) comprising of 1 No CHW with the hydraulic lift available in 2 shifts.
- v) The price may be quoted as per Performa given in section VIII (Price Bid for CHB, CHW and CHH).
- vi) The price may be quoted inclusive of all applicable taxes & duties as on date of publishing of tender, However GST and Labour Cess will be payable extra as per prevailing rate.
- vii) The statutory deductions of EPF & ESI are to be made on the full Minimum wages and not on any part/ ratio of the minimum wages.
- viii) The prices of CHB, CHW and CHH may be quoted by taking the base prices as applicable on Skilled worker minimum wages as applicable at the time of tender submission. Any increase in minimum wages for skilled workers and corresponding statutory increase in EPF, ESI, etc. on the part of contractors will be paid extra. Any change in GST and additional tax

will be paid extra by PSPCL & in case of decrease of Taxes the contractor will pass on to PSPCL.

- ix) Payments to the workers shall be made through bank account only.
- x) The contractor is required to enroll all the deployed workers covered for contract period in the mandatory group insurance scheme of minimum Rs. 10 Lacs per worker against disablement/death and medical treatment in case of accident.
 - a) Comprehensive Insurance Policy shall cover Temporary Disability/Permanent Disability/ Death.
 - b) If Insurance amount is not paid to worker/legal heir within three months from the date of accident, then the same shall be deducted from the firm's bills.
- xi) Minimum wages as per 'skilled category' of workers applicable at the time of submission of tender are subject to variation. Any revision in the minimum wages of workers through notification of Govt. of Punjab will be applicable from the date of effect of the notification and will be payable to the contractor subject to the condition that the same are passed on to the deployed workers. Also corresponding increase in payments made by the contractor as benefits to workers will be paid extra.
- xii) Any taxes/ duties/ statutory contribution if payable to Govt. or into workers account other than those mentioned above, but are applicable or become applicable with enactment of new law/ regulation or any variation in these will be payable by PSPCL on actual basis.
- xiii) Ex-gratia amount of Rs. 20.00 Lacs and other compensation as detailed in Annexure-O (PSPCL Office Order No. 10 IRO-676 dated 08-12-2023) and Annexure-Q (Manager IR memo no. 10136/10495 dated 13-09-2024) shall be paid by the firm from its profit and gratuity where ever applicable has to be paid by Service provider, he shall quote price accordingly. Group Insurance for Rs 10 lacs may be kept in view while quoting prices.
- xiv) Extra allowances indicated in part A-2 of price bids of CHB, CHW and CHH shall be payable by PSPCL to firm on whom work order will be placed. Contractor will pay Allowances of Hiring and Running charges of bike, bike petrol, uniform and mobile allowance to all workers deployed as CHB only including rest relievers. For the workers deployed as CHW/CHH ; mobile allowance and uniform shall be paid to them including rest relievers. Further, total per month of fixed amount of Hiring & Running expenses of motor bike, petrol allowance under Part A-2 of Price Bid which is in addition to monthly minimum carry home net wages shall be proportionately divided amongst all the CHB workers including rest relievers.
- xv) Service provider to ensure attendance of all manpower through mobile along with location at the time of attendance. Also tracking app should record movement of workers, number of complaints received and their resolution. Tracking app should be developed by the firm.

1.5 BID EVALUATION

A two-stage procedure will be adopted in evaluating the proposals:

- i) Technical evaluation, which will be carried out prior to opening any financial proposal;
- ii) Financial evaluation. Commercial merit of only those firms who will qualify in the technical bid as per the qualifying criteria shall be made. The work will be allotted to the firm/firms whose bid will be found to be substantially responsive.

OTHER CONDITIONS

- i) The firms may download tender specifications from website <https://eproc.punjab.gov.in/nicgep/app> and upload cost of tender specification, which is non-refundable and non-adjustable. Tenders of the firms, which do not deposit and uploaded the cost of specification before the last date and time as mentioned in tender notice shall not be accepted.
- ii) All tenders must be accompanied by Earnest Money at the rates prescribed in the tender documents, except in the case of bidders, which are specifically exempted there-under.
- iii) The Part-III of the tenders i.e. price bids of the Blacklisted and debarred firms shall not be opened. The bidder should not have been blacklisted/debarred by any Power Utility in India at the time of bidding. In case of consortium, all the members shall meet this requirement. Firm will submit affidavit regarding non-blacklisting attested by Executive Magistrate and also a affidavit regarding non-defaulter of EPF of last five year (or as applicable). Due date for opening of Price Bid will be intimated later on by e-mail.
- iv) Negotiations, if required, shall only be held with the lowest bidders.
- v) The offers should be kept valid for at least 120 days from the date of opening of tenders.
- vi) Telegraphic or conditional quotations will not be accepted.
- vii) The competent authority may distribute the quantity of work to one or more firms.
- viii) PSPCL reserves the right to increase/ decrease/ nullify the NIT quantity without assigning any reason.
- ix) Any clarification regarding this enquiry may be received from the O/o SE/DS Circle PSPCL Bathinda and the undersigned.
- x) The bidder is required to quote for the complete Bill of Quantities (BOQ). Partial quotation is liable to be rejected.

CE/DS West Zone,
PSPCL, Bathinda

SECTION-I B

CHECKLIST OF DOCUMENTS TO BE UPLOADED/ SUBMITTED WITH THE BID IS AS BELOW:

BIDDER TO ENSURE THAT FOLLOWING DOCUMENTS ARE MANDATORILY UPLOADED WITH THE TENDER FOR IT TO BE COMPLETE: -

Sr. No	Details	Part of Bid	Remarks
1.	EMD detail	Part-I	Deposit online and upload receipt
2.	Cost of Specification	Part-I	Deposit online and upload receipt
3.	<p>General Information duly filled up along with copies of following:</p> <p>PAN Card</p> <p>Registration with PSPCL</p> <p>GST Registration</p> <p>Only proof of EPF & ESI registration which can be checked online by PSPCL at any time and submit copy of challan deposited of EPF and ESI with 300 manpower for a period of one year in last 03 FY (2021-22 to 2023-24) i.e. for the period of 01-04-2021 to 31-03-2024. In case of consortium, all the members may meet the requirement jointly or individually in their consortium ratio.</p> <p>Undertaking from the bidder that in case of award of contract to them they shall furnish a Labour License/ within two months from the commencement of work.</p> <p>The bidder shall have 'A' Class Electrical License in the name of Company/Firm, who has to execute the work at site and this License should be registered with CEI, GOP Patiala.</p> <p>In case of Consortium/ JV lead partner shall</p>	Part-II	Upload

	<p>satisfy the condition. In case of firm/ company not having CEI License of Punjab Govt. the firm/company will give an undertaking to get himself registered with CEI, GOP within 3 months from the date of issue of work order, otherwise his contract is liable to be cancelled.</p> <p>Copy of Enlistment if any</p>		
4.	Turnover and Experience of Carrying out similar works (Copy of work order and Satisfactory Work Performance/Certificates is required for continuous one year)	Part-II	Upload
5.	Technical Bid (Deviation Schedule)	Part-II	Upload
6.	Technical Bid (abstract of Acceptance of Terms and conditions)	Part-II	Upload
7.	Undertaking on affidavit only attested by executive magistrate that the bidding firm has not been blacklisted/debarred by any Central/ State/ Public Utility at the time of submission of bid issued after 31.03.2024.	Part-II	Upload
8.	Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.	Part-II	Upload
9.	Copy of the audited statement of accounts (P&L account and balance sheet) along with PAN for the year 2021-22 (audited), 2022-23(audited) and 2023-24 (audited), P&L account and balance sheet duly certified by the CA showing UDIN. In case of new company/firm not having past three years balance sheets. It may submit balance sheets of its partners/ proprietary firm held by them in past. In case of consortium all the partners of the firm should meet the requirement, as mentioned in the case of companies/ firm.	Part-II	Upload
10.	Proof of Bank Solvency equal to 60% of estimated tender cost from a scheduled Bank issued after 01.04.2024.	Part-II	Upload

11.	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.	Part-II	Upload
12.	<p>Declaration along with the following:</p> <p>In case of company; Copy of self-attested incorporation certificate, MOA & AOA.</p> <p>In case of Partnership; Copy of Partnership deed on Non-judicial stamp paper of requisite amount duly attested by Executive Magistrate.</p> <p>In case of Consortium; The Consortium agreement on Non-judicial stamp paper of requisite amount duly attested by Executive Magistrate in a prescribed format. (as per annexure)</p>	Part-II	Upload
13.	<p>Other supporting documents required to be uploaded/ submitted</p> <ul style="list-style-type: none"> - Documents related with Consortium/ Joint Venture - Undertaking regarding No outsourced employee shall claim employment from PSPCL - Affidavit regarding non-defaulter of EPF, ESI, GST & SERVICE TAX of last five years (or as applicable) & regarding non-Blacklisting/debarred of firm duly attested by Executive Magistrate. - Copy of proof of Registration under Building And Other Construction Work Act 1996 under Section 7 & 12 or an undertaking to submit the same within one month from commencement of work. 	Part-II	Upload
14.	Average Annual financial turnover of the bidder during the last 3 years i.e. April 2021 to March 2024 equal to the value of tender cost or more than the tender cost. In case of consortium, Lead bidder shall satisfy 60% of the turnover requirement while the other bidder should have minimum 20% of the turnover requirement.	Part-II	Upload

15	Documentary proof regarding "Certified Industrial Employment (Standing Orders)" as per "The Industrial employment (standing orders) Punjab rules 1978.	Part-II	Upload
16.	Price Bid/BOQ) duly filled up complete in all respects.	Part-III	Upload
17.	Any other documents by the bidder		

INSTRUCTION: - The check list is marked in confirmation of enclosing the documents mentioned therein. Bidder to ensure that the documents are enclosed in the serial order as mentioned in the check list.

SECTION – II A**INSTRUCTIONS TO BIDDERS****2.1 DEFINITIONS**

In this Specifications / RFP (including all the Appendices), unless the context otherwise requires, the terms given below have the following meanings assigned to them.

1. “Bidder” Shall mean the lead firm / party whose consortium quotes against an enquiry.
2. VENDOR/ Contractor/Service Provider (SP) Shall mean the successful BIDDER whose bid has been accepted by the OWNER/PURCHASER and on whom the `Contract` or `Purchase Order` is placed by the OWNER/PURCHASER and shall include his heirs, legal representatives, successors and permitted assigns, approved by the Company-in-Charge.
3. “Sub-Vendor / Sub Contractor “Shall mean the person named in the `Contract` undertaking part of the Work or any person to whom a part of `Contract` has been sublet with the consent in writing of the OWNER/PURCHASER and shall include his/hers, legal representatives, successors and permitted assigns.
4. “Inspector” Shall mean the authorized representative appointed by the OWNER/PURCHASER for the purpose of inspection of material/ Equipment/ Works.
5. “Manufacturer” refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the OWNER/PURCHASER or the VENDOR/ CONTRACTOR or both under the `Contract`
6. “Month” Shall mean calendar month
7. “Specification” Shall mean collectively all the terms and stipulations contained in those portions of the `Contract` known as General Conditions, the specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the `Contract`
8. “Addendum” In addition to Specifications (RFP) document, any other document issued to the bidders by PSPCL in the context of this bidding process
9. “Bid” Shall mean the proposal/document that the BIDDER submits in the requested and specified form in the `Specification`
10. “Bidding Entity” Where the Bidder brings along consortium partner member(s) to respond to this bid process
11. “Plant” or “Equipment” and “Work” Shall mean respectively the goods or “Works” to

be supplied and services to be provided by the VENDOR/ CONTRACTOR/ FABRICATOR under the `Work Order` or `Contract`

12. "Contract" or "Work Order" Shall mean the order and associated specification executed by the Owner/ Purchaser and the VENDOR/ CONTRACTOR including other documents agreed between the parties or implied to form a part of the `Contract`
13. "Contract Price" Shall mean, if there is formal agreement, the prices referred to in the agreement or if there is no formal agreement, the price agreed to be the value of the `Contract`.
14. "Date of Contract" Shall mean the calendar date on which the OWNER / PURCHASER and VENDOR / CONTRACTOR have signed the `Contract`. "Contract Period" Shall mean the period during which the `Contract` shall be executed as agreed between VENDOR/ CONTRACTOR/ FABRICATOR and OWNER/ PURCHASER in the `Contract`
15. "Guarantee Period" Shall mean the period during which the `Plant` or `Equipment` shall give the same performance as guaranteed by the VENDOR in the Schedule of Guarantee as in the Specification
16. "Approved" and "Approval" wherever used in the `Specification` shall mean, respectively, approved by and approval of the OWNER/PURCHASER. When the words `Approved`, `Approval`, `Subject to Approval`, `Satisfactory`, `Equal to`, `Proper`, `Requested`, `As Directed`, `Where Directed`, `When Directed`, `Determined by`, `Accepted`, `Permitted`, or words and phrases of like import are used, the approval, judgment, direction, etc. is understood to be a function of the OWNER/PURCHASER
17. "Commercial Use" Shall mean that use of the `Equipment` or Work which the contract contemplates of that for which `Equipment` or `work` is commercially capable
18. "Government" Shall mean Government of Punjab State
19. "Instruction" Shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the OWNER/PURCHASER from time to time during the `Contract Period`
20. "Business" means Electricity Distribution and Revenue Collection
21. "Companies Act" means Companies Act, 1956 (as amended)
22. "Goods/ Services" All the equipment, machines, materials and services which the successful bidder is required to provide to PSPCL, under the Contract.
23. "Letter of Intent (LOI)" Written communication to the successful bidder regarding PSPCL'S intention to sign Contract with them to fulfill the requirements of Specifications (RFP)

24. "Project" Design, Development, Supply & Installation of Hardware, Software, Networking Equipment, Training and Implementation of ERP and/or Application Packages for online integration of Distribution and Transmission Business of the PSPCL
25. "PSPCL" Punjab State Power Corporation Limited
26. "Specifications (RFP) Documents" All the documents issued to the bidder.
27. "Work Order" Written Order signed by PSPCL after the successful bidder has accepted the LOI. This along with LOI, Specifications (RFP) document and the bidder's response to RFP shall constitute part of the Contract.
28. "PSPCL/Owner/Purchaser" Shall in general mean Punjab State Power Corporation Limited on whose behalf the enquiry is issued and shall include their successors and assigns, as well as his authorized officers/representatives. However, in particular cases where term is used in reference of being any competent authority for any decision or discretion to decide/ interpret, it means EIC/ CE, DS West Zone PSPCL, Bathinda.
29. "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in ordinary course of post, it would have been delivered
30. "Contractor's Works" or "MANUFACTURER'S Works" shall mean and include the land and other places which are used by the VENDOR/SUB-CONTRACTOR/SUB-FABRICATOR for the manufacture of Equipment or performing the "Works"
31. "Performance Tests" Shall mean such tests as are prescribed in the "Specification", to be performed by the VENDOR in a lab environment before the equipment/software application is taken over under guarantee by the OWNER/PURCHASER.
32. "Drawings" Shall mean all Drawings furnished by the OWNER/ PURCHASER or the CONSULTANT as a basis for Proposal Supplementary drawings furnished by the OWNER/ PURCHASER to clarify and to define in greater detail the intent of the "Contract" Drawing submitted by the VENDOR with his proposal provided such drawings are acceptable to the OWNER/PURCHASER. Drawings furnished by the OWNER/PURCHASER to the VENDOR during the process of the work; and Engineering data and drawings submitted by the VENDOR during the progress of the work provided such drawings are acceptable to the OWNER/PURCHASER.
33. "Award of contract" Shall mean the issue of the work order or the Letter Of Intent, whichever is earlier.
34. "Nodal Officer" means the officer duly appointed by the purchaser.

35. "DDO" means the Officer duly appointed by the purchaser for making the centralized payments to the Contractor for executed work.
36. "CHB" means Complaint Handling Bikes consisting of two technical works equipped with requisite T&P.
37. "FRT" means Fault Resolution Team
38. "MCO" means Meter Change Order
39. "DCO" means Disconnection Order
40. "RCO" means Reconnection Order
41. "GSC" means General Service Connections
42. "GST" means Goods & Service Tax
43. "CHW" means Complaint Handling Wagon consisting of LCV with 3 Nos. Technically workers and 1 No. Driver cum skilled worker and requisite T&P to work in the two shifts throughout the year.
44. "CHH" means Complaint Handling Wagon with Hydraulic lift.

2.2 SCOPE OF BID:

Punjab State Power Corporation Limited here-in-after called "The Owner" wishes to receive bids through Chief Engineer/DS West Zone, Bathinda for the work of attending to/ resolve the 'No Supply Complaints' Fuse Off Calls and the Breakdowns of LT, HT & DTs etc. for restoration of Electrical Power Supply by outsourcing the work. The scope of this bid is to select the Contractor for this work.

2.2.1 Extension in Scope (Stage-2)

The vehicles/manpower asked for in the Bid is the initial quantity as per the estimated work under the scope of the SP, however this quantity can be revised in case of:

- a. If the deployed FRT are found to be incompatible with the volume of work, the quantity of FRT can be reworked and the SP will have to vary (increase/ decrease) the quantity accordingly.
- b. In case of extension in the scope of work i.e. HT fault rectification or round the year maintenance work necessitated out of depletion of in house manpower due to future retirements during the period of contract. In this case, PSPCL may ask additional CHB for carrying out any other work related to the distribution of power.

In case of any extension of scope, the additional quantity of CHB is required; the SP will have to provide the same at accepted prices. Any such demand will be raised through a written letter by

the PSPCL and mobilization period of 30 days will be provided for meeting with the additional demand. It is pertinent to mention that the additional demand can be as high as 100% of the tendered quantity and the contractor will have to provide the additional CHB at the same prices and terms & conditions. All such additional deployment will be covered under the scope as Stage-2 of the project. In case the requirement goes beyond 100%, it will be carried out only with the mutual consent of the SP and PSPCL.

2.3 COST OF BIDDING

The Bidder shall bear all the cost and expenses associated with preparation and submission of its Bid including post Bid discussions, technical and other presentation etc. and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.4 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by himself, or as a partner in a firm.

2.5 CLARIFICATIONS ON BID DOCUMENTS

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

2.6 AMENDMENT FOR BIDDING DOCUMENTS.

- 2.6.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment(s).
- 2.6.2 The amendment will be notified in writing or by Fax or/E-mail to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 2.6.3 In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the Owner may, at its discretion, extend the deadline for the submission of Bids.
- 2.6.4 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.

2.7 LANGUAGE OF BID

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid,

exchanged by the Bidder and the Owner, shall be written in the English language.

2.8 LOCAL CONDITIONS

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

2.9 DOCUMENTS COMPRISING THE BID

- 2.9.1 The Bidder shall complete the Bid Form inclusive of Price Schedules, Acceptance to Tender Document conditions and standard specifications and qualification requirement documents. The detailed documents are as per section 1.4 and further explained in section I-B (Checklist for documents). The EMD shall be deposited online in accordance with relevant clause of NIT.

2.10 CONTRACT QUALITY ASSURANCE

The Bidder shall follow Quality in the performance of the Contract during various phases as detailed in relevant Clauses of the technical specification.

2.11 BID PRICE

- 2.11.1 Price quoted for each item in the Bid form and schedule of prices shall be reasonable for each item in the judgment of the Owner. Under no circumstance, will a manifestly unbalanced Bid will be considered.
- 2.11.2 The bidder shall fill the FIRM prices of all the items in the Section VIII and no column will be left blank otherwise bid is likely to be rejected only on this account. Price Bids with variable rates of any item will be rejected.
- 2.11.3 The prices shall be quoted in Indian Rupees.
- 2.11.4 No mobilization advance shall be paid to the successful bidder, as such the same will not be considered in the Bid.

2.11.5 REVERSE AUCTIONING (RA)

The following procedure and terms & conditions shall be applicable for Reverse Auction in PSPCL:-

- In case the no. of bidders are more than 3, the H1 (Highest) bidder shall not be eligible to participate in further process of the tender and his tender shall be rejected.
- All the Bidders shall be assigned a unique user name and password by e-tendering agency of PSPCL. Bidders are advised to change the password after the receipt of initial password from PSPCL to ensure confidentiality. All bids made from Login IDs assigned to bidders shall be deemed to have been made by bidders/bidders' company/ bidders' authorized representatives.
- Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the R.A.
- Online Reverse Auction shall be conducted by PSPCL on pre-specified date and time for duration of 1 Hour. The bidders may quote the bids from their own offices /place of their choice. Internet connectivity is to be ensured by bidders themselves.

- All bidders are required to submit their price bid along with submission of Techno-commercial bid as per schedule. Only those bidders who submit their original bids within the scheduled time and who are considered technically and commercially eligible, shall be eligible to participate in RA process.
- The 'Opening Price' i.e. start price for RA shall be decided by PSPCL. Reverse Auction shall be conducted only on the value of contractor Profit (including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission etc.) which is over and above 4% of the Contractor Profit (including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission etc.)
- Bid Decrement shall be 1% of contractor Profit (including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission etc.) over and above minimum 4% of the L-1 Bid Price obtained against a particular tender enquiry upon the opening of Price Bid of tender.
- Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:-
 - a) Start Price
 - b) Decrement Value
 - c) Rank of the bidder
 - d) Current Bid value of the Bidder (Total Bid Price)
 - e) Best bid in the Auction (Current L1 price)
 - f) Next Valid Bid (Total Bid Prices to be quoted in order to become L1)
 - g) Minimum Bid Price (Bidder to enter his minimum Bid Price here)
- Bidder may become 'L1 Bidder' by offering a price equal to or lower than the 'Next Valid Bid' and this shall continue as an iterative process.
- Auction Extension Time: If a valid bid is placed within 5 minutes of End Time of the RA, then Reverse Auction duration shall get automatically extended for another 5 minutes from the existing end time. It may be noted that the auto extension will take place if a valid Bid comes in those last five minutes. If a bid does not get accepted as the lowest Bid, the auto-extension will not take place even if the bid might have come in last five minutes. The above process shall continue till no valid bid is received in last 5 minutes which shall mark the completion of reverse auction. The bidders are advised not to wait till the last moment to enter their bid so as to avoid complications related to internet connectivity, network problems, system crash down, Power failure etc. No request for extension in time period of RA due to any of the above reasons shall be entertained by PSPCL.
- If no bid is received within the specified time duration of the online RA, then PSPCL shall reserve the rights to scrap the online RA process and proceed with the L-1 Bid Price received through e-tendering for further processing.
- After completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations (if required). Based on the final price quoted by bidders, the successful bidders shall be required to submit summary of Final Price in prescribed format (Summary of Final Price-Reverse auction, Uploaded by PSPCL in Excel Sheet) within 2 working days of conclusion of the RA. In case a bidder fails to submit the above Summary, then it may lead to cancellation of bid and call for action against the bidder which may include forfeiture of EMD/PEMD and suspension of business dealings etc.
- Proxy Bids: Proxy bidding feature is a pro-bidder feature to safeguard the bidders' interest in event of internet failure or to avoid last minute rush. The proxy bidding feature allows bidder to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum bid price that the bidder is willing to offer. Here, the software shall automatically bid on behalf of the bidder who has quoted the lowest "Minimum Bid Price", the price which is one decrement less than the next bidder's bid price. This obviates the need for the bidder participating in the bidding

process until the minimum bid amount is detrimentally reached by other bidders. When any bidder quotes a price lower than the existing lowest bid amount, the bidder (who had earlier submitted lowest proxy bid) has an option to once again start participating in the bidding process by quoting a price equal to or lower than the next valid bid price. However, it may please be noted that if the current bid matches the minimum bid of the lowest bidder submitted earlier, the bid submitted by the lowest bidder will be recognized as the L1 at that instant.

During the course of bidding, the bidder shall not be able to delete or increase the proxy bid amount but can always reduce the same depending upon the amount quoted by other bidders. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

NOTE: The procedure/system of “Proxy Bids” will only be followed if the e-tendering software system supports it.

- PSPCL shall reserve the rights to cancel/reschedule the RA process/ tender at any time, with due intimation to all concerned, without assigning any reason.
- Other terms and conditions shall be as per bidder’s Techno-Commercial offers and as per PSPCL's bidding documents and other up to date correspondence (if any).

2.12 TAXES AND DUTIES

2.12.1 The rates allowed are inclusive of all applicable taxes except GST and Labour Cess which will be paid extra as applicable. Therefore, the bidders are requested to quote their prices keeping in view the above. The successful bidder after completion of work will give a certificate that ED, Sales Tax and GST charged from PSPCL has been paid to the concerned authorities.

2.12.2 As regard the Income Tax, surcharge on Income Tax etc. will be deducted at source and the other taxes will be deposited by the successful Bidder to the concerned departments and he shall be solely responsible for all such payment to the concerned authorities.

2.13 BID VALIDITY

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

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

2.14 FORMAT OF BID

2.14.1 The bids shall be uploaded in Three parts i.e. Part-I consisting of EMD & Tender Cost, Part-II consisting of Techno Commercial bid and Part III consisting of price bid only.

2.14.2 No hard copies will be accepted; all the documents shall be uploaded by the bidder.

2.15 SIGNING OF BID

2.15.1 The Bid must contain the name, residence and place of business and PAN No. of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing the Bid should also be typed or printed below the signature.

- 2.15.2 Bid by a partnership must be furnished with full names of the all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s). Copy of the Partnership deed will be supplied along with the Bid.
- 2.15.3 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary/other person/or persons authorized to sign the Bid on behalf of such Corporation/Company in the matter.
- 2.15.4 A Bid by a person who affixes to his signature the word 'President' 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 2.15.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 2.15.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 2.15.7 Bids not conforming to the above requirements of signing may be disqualified.
- 2.15.8 The firm will assure that all uploaded documents are self-attested.

2.16 DELETED

2.17 DEADLINE FOR SUBMISSION OF BIDS.

- 2.17.1 The Bidders shall upload the complete bid online. Bids submitted by Fax/telex/e mail etc. will not be accepted. No request from any Bidder to collect the proposal from airlines, cargo agents etc. shall be entertained.
- 2.17.2 Bids must be uploaded not later than the time and date mentioned in the invitation to Bid.
- 2.17.3 The Owner may, at its discretion, extend this deadline for the uploading/submission of Bids by amending the Bidding document, in which case all rights and obligation of the Owner and Bidder will thereafter be subject to the deadline as extended.

2.18 LATE BIDS

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

2.19 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.19.1 The Bidder may modify or withdraw its Bid prior to the deadline prescribed for submission of Bids.
- 2.19.2 No Bid can be modified subsequent to the deadline for submission of Bids.
- 2.19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid form. Withdrawal / modification of a Bid during this interval may result in the forfeiture of Bidder's Earnest Money.

2.20 INFORMATION REQUIRED WITH THE PROPOSAL

Contractor shall undertake to carry out the work as per specifications and in case the 'Proposal' information contradicts specification requirements or lacks specific information in the Proposal, the specification requirements of PSPCL will govern, unless otherwise brought out clearly in the technical commercial deviation schedule shall be attached as Annexure-F.

2.21 OPENING OF BIDS

2.21.1 Bids shall be opened in the presence of Bidder's or his authorized representatives who choose to attend, on the date and time for opening of Bids given in the invitation to Bids or in case any extension on the extended Bid opening date and time as updated online. The Bidder's representatives who are present shall sign a register evidencing their attendance.

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

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

2.22 CLARIFICATION OF BIDS.

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

2.23 EXAMINATION OF BIDS.

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

2.24 COMPARISON OF BIDS.

The Bids shall be evaluated on the basis of rates quoted by the bidders. All evaluated Bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated Bid.

2.25 CONTACTING THE OWNER

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

2.26 AWARD CRITERIA

2.26.1 The Owner can award the work to one or more service provider.

2.26.2 Further, the Owner reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical specifications.

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

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

2.28 NOTIFICATION OF AWARD (ISSUE OF LOI)

2.28.1 Prior to the expiration of the period of Bid validity and extended validity period, if any, the Owner may notify the successful Bidder in writing by registered letter or E-mail to be confirmed in writing by registered letter, that its Bid has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract.

2.29 SIGNING OF CONTRACT

2.29.1 At the same time as the Owner notifies the successful Bidder that its Bid has been accepted the Bidder will send the Contract Form incorporating all agreements between the parties.

2.29.2 Within fifteen (15) days of the Notification of the Award the successful Bidder shall sign and date the Contract and return it to the Owner. In case the successful bidder fails to submit the Contract Agreements duly signed within 15 days from the date of issue of L.O.I., the payment will not be released till the bidder submits the Contract Agreement.

2.29.3 The final Contract Agreements shall be signed within 15 days from the date, firm submits the final Contract Agreements in all respects.

2.30 QUANTITY VARIATION

The Owner reserves the right to increase or decrease the Contract value or the quantity of Bid (No. of CHB/CHW/CHH) and services specified without any change in the unit price or other terms and conditions during the execution of the Contract depending upon the actual requirement. The payment shall be made on actual basis for the services rendered. The actual quantities of CHB will be worked out by Nodal Officer in consultation with concerned DS Division and CE/DS (WEST) Zone Bathinda. The CHB variation may be to any extent and decision of CE/DS (WEST) Zone Bathinda shall be final and binding on the SP.

2.31 SPLITTING OF WORK

The PSPCL reserves the right to split up the work in the scope of this contract among more than one SP during the progress of work due to unsatisfactory progress of work of the SP. (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 SP 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 SP's cost at any stage of work if the progress is not commensurate with the committed schedule and the SP will not have any right to object.

2.32 WELFARE OF WORKERS AND STATUTORY REGULATIONS

2.32.1 Other benefits as per statutory regulations

All statutory regulations regarding leaves and other benefits as notified by the Union Govt. /Punjab Govt. under various Labour Acts & regulations will be applicable on the contract and the SP will be solely responsible for providing all such benefits to the workers. Some of the important Acts/clauses/rules are reproduced below for ready reference of bidders: -

The National & Festival Holidays and Casual & Sick leaves to the workers will be admissible as per THE PUNJAB INDUSTRIAL ESTABLISHMENT (NATIONAL AND FESTIVAL HOLIDAYS AND CASUAL AND SICK LEAVE) ACT, 1965 (6.1 – 6.6) AND THE PUNJAB INDUSTRIAL ESTABLISHMENTS (NATIONAL AND FESTIVAL HOLIDAYS AND CASUAL AND SICK LEAVE) RULES, 1966 (6.1 – 6.10) as amended from time to time.

As per Act, 7 no. Casual leaves, 4 no. Festival Holidays and 3 no. National Holidays can be sanctioned to worker during period of One Year.

Payment to workers shall be governed as per THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 and PUNJAB CONTRACT LABOUR (REGULATION AND ABOLITION) RULES 1973

All regulations regarding employee/employer contribution EPF/ESI/EDLI etc. shall be governed by the EMPLOYEES PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 and other relevant Union/Punjab Govt. regulations

In case any difference of opinion emerges during execution of work between SP and authorized officers of PSPCL regarding interpretation of any clause; the decision of CE/DS West Zone, Bathinda will be final and binding.

2.33 SITE VISIT

- 2.33.1 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract. The cost of visiting the Site shall be at the Bidder's own expense.
- 2.33.2 The Bidder or any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such visit.

2.34 COMPLETION

The period of contract will be One year from the date of commencement of the work. The work contract will be declared as completed for a year of satisfactory operation from the date of commencement of work.

The contract is extendable for Two years at the discretion of PSPCL; keeping in view the satisfactory performance of service provider, on yearly basis. In this case work will be considered completed after the successful expiry of extended period. Rates and terms and condition of work order will remain unchanged.

2.35 VARIATIONS OWNER'S RIGHT TO VARY

The Owner may issue Variation Order (in scope/locations etc.) to the SP at any time and instruct the SP to alter, amend, omit, add to or otherwise vary any part of the Works. The SP shall not vary or alter any of the Works, except in accordance with a Variation Order from the Owner.

2.36 CURRENCY AND RATES OF EXCHANGE.

All payments shall be made in Indian Rupees only.

2.37 INDUSTRIAL & LABOUR LAWS

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

2.38 PATENT RIGHTS

The SP 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 respect 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 SP 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 SP shall pay any royalties payable in respect of any such use.

2.39 ANY OTHER TAXES/DUTIES

Any other taxes/duties which are applicable as on the date of publication of tender documents are deemed to be included in the prices quoted by the bidder and shall be borne by the SP and nothing extra will be payable. However, if any tax/duty is imposed after the date of publication of tenders the same will be payable extra by the PSPCL to SP as per actual paid by him. SP will be responsible for depositing all taxes & duties to the concerned departments and PSPCL may deduct the mandatory taxes at source also. GST as applicable will be paid by PSPCL extra.

SECTION-II-B**GENERAL CONDITIONS OF CONTRACT****2.40 SERVICE PROVIDER'S STAFF**

SP shall have qualified managers & supervisors with adequate experience in execution of works/ providing services at the site for satisfactory progress and completion of the work as directed by Engineer. His site manager shall be responsible for all aspects of the work at the site and shall take instructions from the Engineer and carry out his instructions.

2.41 PROTECTION OF WORK BY SERVICE PROVIDER

During inclement weather or rain, SP shall suspend works for such time as the Engineer may direct and shall protect from damage all works already in progress or completed just then. All such temporary protective measures shall be at SP's cost and any damage to works shall be made good to the satisfaction of the Engineer by the SP at his own expense. Should the work be suspended by reason of strikes/riot by SP's own employees or any other cause whatsoever except the pre-majeure conditions SP shall take all precautions necessary for protection of works and make good at his own expense any damage arising from any of these causes.

2.42 CO-ORDINATION WITH OTHER AGENCIES

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

2.43 ASSIGNMENT OR TRANSFER OF CONTRACT

The SP 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.

2.44 SUB CONTRACT (DELETED)**2.45 COMPLIANCE TO REGULATIONS AND BYE LAWS**

The SP shall conform to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State department or Undertakings with whose system the work is prepared to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections, give the Engineer-in-charge notice, specifying the variation proposed to be made and reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer-in-charge in respect thereof, the SP 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.

2.46 SERVICE PROVIDER TO REPORT ACCIDENT

The Contractor will implement safety provision to safe guard, manpower, equipment, public or private property and any living being he will also provide personal protective equipment's for the safety. Contractor will be responsible for taking safety measures and will be liable to pay damages on account of any accident occurred during executing any work or executed bad work.

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 SP to the Engineer and ESIC Authorities in well stipulated time, giving full details of the accident. He shall also report such

accident to all the competent authorities.

2.47 REMOVAL OF SERVICE PROVIDER'S PERSONNEL/WORKMEN

The SP 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 employee on the work by the SP and if the SP shall receive notice in writing from the Engineer requesting the removal of any such men or man from the work, SP is to comply with the request forthwith. No such employee after his removal from the work by request of the Engineer shall be re-employed or re-instated on the work by the SP at any time except with the prior approval in writing of the Engineer. The SP shall not be entitled to demand the reasons from the Engineer for requesting the removal of any such workman, foreman or other employee.

2.48 WORK OPEN TO INSPECTION

All works under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge/ representative of Engineer and his subordinates and the SP 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 SP 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 SP's duly authorized agents shall be considered to have same force and effect as if they had been given to the SP himself.

2.49 SERVICE PROVIDER LIABLE FOR DAMAGE DONE

If the SP 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 SP 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 SP, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

2.50 SERVICE PROVIDER'S SUPERVISION

The firm shall bear all supervision charges from its profit. Firm shall provide atleast one supervisor for each division.

2.51 WORK ON SUNDAYS/GAZETTED HOLIDAYS

The work will have to be carried out on all days including Sundays and holidays and in all shifts, therefore the vehicles (CHB) deployed by the contractor will have to carry out the work 24X7. Nothing extra will be payable on account of working on Sundays and gazetted holidays/ night shifts etc. by the PSPCL. However, no worker will carry out the work for more than 8 hours in one day.

2.52 COMPENSATION POLICY :-

- (i) The SP shall be responsible for and shall pay compensation to his workmen **as per Compensation Policy issued vide Dy.Secy/ Industrial Relations, Patiala Office Order no. 10/IRO-676 dated 08-12-2023(Annexure-O) and Manager IR letter no. 10136/10495 dated 13-09-2024 (Annexure-Q)**. If such compensation is paid by the PSPCL (under the workmen's compensation Act, 1923 (VIII of 1923) as principal employer under sub section (i) of section 12 of the said Act) on behalf of the SP, it shall be recoverable by the PSPCL from the SP under sub-section (2) of the said section. The SP 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 SP by the PSPCL under the contract or otherwise.

- (ii) The contractor is responsible to pay the required compensation to the legal heirs of any worker in the event of fatal accident before the last rituals and to the worker himself in case of non-fatal accident ; from his profit, as per Compensation Policy issued vide Dy.Secy/ Industrial Relations, Patiala Office Order no. 10/IRO-676 dated 08-12-2023.
- (iii) Gratuity wherever applicable has to be paid by Service provider.
- (iv) Ex-gratia of 2.00 Lacs in case of death in harness and Rs. 20.00 Lacs in case of death while on duty has to be paid by Service provider. The SP shall also provide Ex-gratia assistance of upto Rs. 10.00 Lac in case the workers sustains permanent disability while performing duty in accordance with PSPCL`s accidental compensation policy issued by Dy.Secy/IR O/o 10 dated 08-12-2023.

Ex-gratia & compensation will be paid as per Policy issued vide Dy.Secy/ Industrial Relations, Patiala Office Order no. 10/IRO-676 dated 08-12-2023, (w.r.t. workers hired through Contractors/Outsourced Agencies). The contractor is responsible to pay the required compensation to the legal hairs of any worker in the event of fatal accident before the last rituals If contractor fails to do so, Ex-gratia and compensation will be paid by PSPCL and subsequently recovered from contractor with 18% interest Per Annum.

- (v) Ex-gratia amount of Rs. 20.00 Lacs will be paid by the firm from its profit.
- (vi) The SP shall also provide Ex-gratia assistance upto Rs. 10.00 Lacs in case the worker sustains permanent disability while performing duty in accordance with PSPCL's accidental compensation policy issued vide Dy.Secy./IR. O/o 10 dated 08-12-2023. The SP shall also be responsible to pay an Ex-gratia amount of Rs. 2.00 Lacs in case of death in harness to the legal heirs of the deceased workman from its own funds.
- (vii) Compensation Policy :- As per O/o no. 10 dated 08-12-2023 of Manager/IR,PSPCL, Patiala, the compensation policy will applicable on all the CHB/CHW/CHH workers. Compensation of affected persons will be paid as per (Annexure-O) and Manager IR letter no. 10136/10495 dated 13-09-2024 (Annexure-Q) :-

Procedure for final compensation:-

- 1) Ex-gratia :- For contractual workers (CHB/CHW/CHH including rest relievers) the amount of ex-gratia will be released by the concerned contractor immediately after the occurrence of accident, preferably before completion of the last rites of the victim. In case of his failure to do so PSPCL will grant the amount of ex-gratia from its own funds to the next kin of the victim and recover the amount from the outstanding payable to the contractor.
- 2) Group Insurance :- On the receipt of the relevant documents from the victim/family of the deceased, the concerned contractor/outsourced agency shall get the claim for Group Insurance settled from the company through which the insurance has been taken.
- 3) Compensation :- (i) For claiming compensation under ESI Act 1948, the concerned officer in-charge shall take up the matter with ESI authorities for sanctioning of the compensation to the deceased/Victim by procuring the relevant documents as required by ESI authorities.

In case the workers has not been registered under ESI Act 1948, then his case for compensation shall be considered by PSPCL being "Principal Employer" as per Employee's Compensation Act, 1923 in accordance with the procedure as per Compensation policy issued vide O/o no. 10 dated 08-12-2023 of Manager/IR, PSPCL, Patiala.

Provided that the compensation amount so paid shall be recovered from any amount payable to the contractor and if no amount is outstanding against the contractor, then the amount so paid shall be recovered by filling civil suit against the contractor/outsourced agency.

2.53 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUBLETTING OF CONTRACT

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

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

OR

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

OR

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

OR

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

OR

- e) Suffers an execution being levied 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 SP'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 SP under the contract, the SP shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the SP 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 SP 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 SP 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 SP'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 SP under the contract and if thereafter be any balance outstanding from the SP it shall be recovered in accordance with the provisions of the contract or by other means available.

The SP 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 SP shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer- shall have certified the performance of such work and the value payable in respect thereof and the SP shall only be entitled to be paid the value so certified after adjusting the amount due from him.

2.54 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS

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

2.55 TERMINATION OF CONTRACT ON DEATH

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

2.56 SPECIAL POWERS OF DETERMINATION

If at any time after the acceptance of the tender, PSPCL shall for any reason what so ever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the SP 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. Neither shall the SP have any claim for compensation on account of any alterations having been made in the original specifications, drawing, designs, nor instructions, involving any curtailment of the work as originally contemplated.

2.57 BLACKLISTING OF FIRMS

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

SECTION-II-C**SPECIAL CONDITIONS OF CONTRACT**

- a) SP shall have to provide any information/data related to its manpower and operations demanded from PSPCL by any person/organization/court etc. / under RTI Act 2005. Any damage in the form of charges/fine levied on PSPCL on account of delay in providing information or providing wrong information shall be borne by the SP. Decision of CE/DS West Zone, Bathinda regarding this matter will be final and binding.
- b) Bidder will appoint one number supervisor per Division. /Employees on his own cost who will be responsible for performing all the HR related activities including duty certificate preparation & verification, preparation of bills, disbursement of salaries, supervision for ensuring maximum uptime of manpower as per SLA terms etc. and other backend works of the SP. The manpower deputed directly on operation of CHB under the project and payable as per price bid will not be utilized by the SP for such kind of activities.
- c) SP should appoint a senior level employee who will act as a single point of contact for the whole of Project and will be responsible for each and every person deputed on the project as far as the coordination with the PSPCL is concerned.
- d) The manpower deployed should be of minimum 18 years' age and maximum of 60 Year's age.
- e) The SP or his employees shall not tamper the hardware/software or any other equipment at any location in any way.
- f) If the complaint is received against any of the deployed manpower or the performance of a particular person is found to be lacking in the opinion of PSPCL, the SP will be informed about the complaint(s) / performance deficiency and they would be required to take necessary remedial action immediately to avoid recurrence of such an event. PSPCL may hold an independent enquiry and in such event the enquiry of PSPCL will supersede the findings of SP and will be applicable. PSPCL/SP will take the corrective action from warning of the official or terminating him depending upon the nature of the default. SP will have to pay the penalty if PSPCL incurs monetary loss due to any deliberate mistake of the official. The decision of the Nodal Officer/CE/DS in this case will be final and binding on the SP.
- g) The manpower deployed, for all purposes, will be the responsibility of the SP alone and under no circumstances they would claim to be the employees of PSPCL.
- h) The manpower to be supplied by the SP will be purely on the contract basis with the SP. No official shall have any claim for employment/any other benefit from PSPCL and SP will clearly inform all incumbents at the time of recruitment and will obtain undertaking regarding this on affidavit from all personnel deputed under this contract and PSPCL may ask for such record at any time.
- i) It will be binding on the persons not to possess and divulge internal system information to any outsider. If any such activities are observed, it will be binding on the part of the SP to remove the person from the services. PSPCL shall have right to file a legal case against the SP / Agent in such cases.
- j) The manpower deployed under this contract will have to update themselves about the relevant activities/services of PSPCL for which they will be briefed by PSPCL from time to time.
- k) The SP is wholly responsible for arranging the Holidays for the festivals and Leaves (C/L, E/L, M/L etc.) and all other contingencies to the deployed manpower. State Govt. labour laws should be followed scrupulously in this regard. No separate

payment will be made for the extra operators provided by the SP for arranging, CLs, holidays and other leaves.

- l) The workers should perform net duty of 8 hours per shift with pause /relief/lunch break of 30 minutes allowed on rotational basis.
- m) It is the responsibility of the bidder to deposit the Employer's contribution towards Provident Fund, E.S.I., Medical/Group Insurance and any other statutory obligatory contributions.
- n) The SP shall necessarily comply with various provisions in Labour Laws as may be applicable now and in future. Any violation in this regard, will empower PSPCL, being Principal employer, to take all possible corrective actions and recover the cost of such actions from the SP and also terminate the contract, if need be. PSPCL shall not be liable for any action taken/grievance made by the staff of SP under the provisions of labour laws. There will not be any employer/employee relationship between PSPCL and staff of SP.
- o) The deployed manpower or SP should not declare or represent or canvass in any manner that they are employees of PSPCL.
- p) The deployed manpower shall not claim any amenities like residence accommodation or Transport etc. from PSPCL. PSPCL authority shall have a right to ask for the replacement if a particular person is not found to be carrying out his duties effectively without providing any reason.
- q) The manpower deployed should have good record and character.
- r) No person deployed by the SP should perform duty under intoxicated or in Alcoholic condition.
- s) The manpower shall abstain from taking part in illegal union and association activities.
- t) In case of any loss or damage to the property of PSPCL due to negligence of manpower of SP then the loss will be borne by the SP concerned the amount of compensation will be decided by Nodal officer/CE/DS and will be final and binding on the SP.
- u) Strike by the manpower deployed by the SP on account of any dispute between the SP and manpower regarding wages, layoffs/retrenchment or other reasons may not be deemed to be a reason beyond the SP's control and the SP can be held responsible for any loss or damage which the PSPCL may suffer on this account. The decision of CE/DS West Zone, Bathinda regarding this will be final.
- v) PSPCL and designated PSPCL authorities will have the right to inspect books of the SP (with adequate notice) regarding adherence to any specific statutory provisions of law and SP will have to provide any record connected with the project as and when demanded by the Nodal officer, failing which any penalty as decided by CE/DS West Zone, Bathinda can be imposed and recovered from his monthly bills.
- w) The SP shall be exclusively responsible for all the acts of commissions and omissions due to sole default of SP/ its employees and PSPCL will not be responsible for any third party claims.
- x) In case of shift duties, one-day rest is mandatory to be given to the manpower after 6 days of working. The SP will not get duty more than average 8 hours per day. Firm shall provide 1 No. Rest Reliever per 6 No. CHB/CHW/CHH workers.
- y) In case there is requirement of increase or decrease in manpower at any of the locations, intimation regarding this will be given to SP at least one month in advance.
- z) The work will have to be carried out on all days including Sundays and holidays and in all shifts, therefore the CHB deployed by the contractor will have to carry out the work 24X7. However, no worker will carry out the work for more than 8 hours in one day.

- A1) CHBs will be deployed& payable on single shift basis i.e. the number/ count of CHBs can be different in three shifts.
- B1) Contractor will be responsible that all statutory Govt. rules and regulations regarding EPF/ESI labour laws as may be applicable now and in future are followed. Any violation in this regard, will empower PSPCL, being Principal employer, to take all possible corrective actions and recover the cost of such actions from the contractor and also terminate the contract, if need be. PSPCL shall not be liable for any action taken/grievance made by the staff of contractor under the provisions of labour laws. There will not be any employer/employee relationship between PSPCL and staff of contractor.
- C1) Contractor will give undertaking that he will follow the EPF/ Labour laws/ fair wage regulations and other applicable rules and regulations.
- D1) The workers will report at the scheduled time to the concerned JE.
- E1) Contractor will provide single point contact with phone number to PSPCL officials who will increase/decrease the workers as per the work load. The planning of the same will be of weekly/daily basis and will be done 2 days in advance.
- F1) It is responsibility of the bidder to obey the Section 7 and Section 12 Under Building And Other Construction Worker Act 1996. DDO will ensure about obeying these Rules by service provider before payment of running bill.
- G1) Service provider to ensure attendance of all manpower through mobile along with location at the time of attendance.

SECTION-III

TENDERING & CONTRACT AGREEMENT

3.1 SUBMISSION OF TENDERS:

Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence these conditions of contract shall be binding on the bidder 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 tenders. Quotations/ tenders not strictly in accordance with these instructions will be liable to be rejected failure to comply with any of these instructions or to offer explanation for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

- i) The tender must be complete in all respects.
- ii) Conditional tenders through e mail, telex fax tenders, tenders not on prescribed Forms or tenders without earnest money & tender cost in the required shape shall not be accepted.
- iii) THREE PART BIDS: - The tenders shall be submitted in three parts i.e. Part-I, Part-II and Part III.

Bids must be accompanied by the bid Permanent Earnest Money & tender cost as specified in the bid document. Bids must be delivered in three parts online on or before scheduled date/ time and will be opened as per schedule, in the presence of representative of the qualifying bidders who choose to attend. If the office happens to be closed on the date of receipt/opening of bids as specified, the bids will be received/ opened on the next working day at the same time and same venue.

3.1.1 (Part I) Earnest Money Deposit & Tender Cost

The tenderer shall be required to online deposit earnest money as explained in Clause 1.5.1. & tender cost.

3.1.2 (Part II) Technical/Commercial Proposal

Detailed techno-commercial bid containing relevant information / supporting documents towards meeting with the qualifying requirements may be submitted online in the part II of the bid. This will also contain the following information:

- i) Annexure–D: General Information about the CONTRACTOR.
- ii) Annexure–E: Turnover & Experience of the bidder in carrying out the same kind of work in various utilities.

3.1.3 (Part – III) Price Bid

Price bidding schedule duly filled up as per forms in Section-VIII Price Bid. The following points may be noted while submitting the price bids:

- i) The firm with lowest rate shall be considered as L-1.
- ii) No techno-commercial terms and conditions shall be attached with the Price bid.

3.2 TENDERS TO BE INVALIDATED

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

3.3 INSPECTION OF SITE BY THE BIDDERS

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

3.4 SIGNING OF THE TENDERS

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

3.5 EARNEST MONEY:

The tenderers shall be required to upload earnest money as given in NIT. Public Sector undertakings fully owned by the Punjab Government/Central Government/Other State Government shall be exempted from depositing/uploading Earnest Money, provided that a certificate of Government Ownership shall be uploaded.

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

3.6 TENDER TO CONFORM TO SPECIFICATIONS:

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

3.7 RATES TO INCLUDE EVERY THING NECESSARY:

- a) Prices & rates quoted shall include cost of entire labour component including all components like carriage & hire of T&P/ machinery (but to the extent covered in PSPCL scheduled rates only).
- b) Rates quoted by Bidder 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.

3.8 POST TENDER MODIFICATIONS

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

3.9 RIGHT TO REJECT ALL OR ANY TENDER:

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

3.10 VALIDITY OF TENDERS:

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

3.11 SIGNING OF CONTRACT:

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

3.12 SCOPE OF CONTRACT:

Scope of the contract is to get the work of attending of 'No Supply Complaints' to be carried out through outsourcing on labour rates. Emergency breakdowns of LT & HT and failures/replacements and complaints on the days under disturbed climatic conditions will also be carried out by the contractors. 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 information/ drawings as may be provided by the Engineer-in-charge during execution of the works.

3.13 PERFORMANCE OF THE CONTRACT & PAYMENTS

3.13.1 SECURITY DEPOSIT

The person whose tender shall be accepted (hereinafter called the Business Associate) 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. Contractor may submit Bank Guarantee for the 5% of Contract Value then the amount of security will not be deducted from the bills. All compensation or other sums of money payable by Business Associate 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 Business Associate by owner/Engineer on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the Business Associate 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.

3.13.2 *REFUND OF SECURITY:*

Security deposit shall be refunded to the Business Associate 6 months after the successful completion of the contract. No interest shall be payable to the Business Associate on the account of security deposit. The security deposit is to be deducted on the gross amount of running bills.

The earnest money deposited at the time of tender will be treated as part of the security deposit

3.13.3 *ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:*

- a. In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump-sum or deducted by installment or in case of abandonment of the work owing to serious illness or death of contractor or any other cause, the engineer-in-charge on behalf of the PSPCL shall have power to adopt any of the following courses as he may deem best suited to the interest of the PSPCL:
 - i) To rescind the contract (of which rescission notice of 15 days in writing to the contractor under the signature of Engineer-in-charge shall be conclusive evidence) and in that case the security deposit of contractor shall stand forfeited and be absolutely at the disposal of the PSPCL.
 - ii) The employ labour paid by the PSPCL, to supply materials to carry out the works, or any part of the works debiting the contractor with the cost of labour and the price of the material (as to the correctness of which cost and price, the certificate of the Sr. Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
 - iii) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the PSPCL under the contract or otherwise or from his security deposit or the sale proceeds thereof or a sufficient part thereof.

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

- b. In any case in which the power conferred by clause referred to above, shall have become exercise able and the same shall not be exercised, the non-exercise thereof shall not

constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the person conferred the power by clause referred to above putting in force by any of the alternatives (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant, materials & stores, in or upon the work or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the 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

3.14 EXTENSION OF TIME

1. If the SP 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 CE/DS West Zone, Bathinda may if in his opinion there are reasonable grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of CE/DS West Zone, Bathinda in this regard shall be final and binding.
2. For any delay in work on account of act of omission or additions at the part of PSPCL viz. delay in providing the infrastructure in PSPCL scope, alterations, omission, additions, substitutions in original specifications, scope etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

3.15 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 non-performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

3.16 COMPLETION/ FINAL CERTIFICATE

On completion of the work the contractor shall be furnished with completion certificate issued by the ASE/Sr. XEN of such completion of work/ contract period and the security will be refunded after six months from the date of issue of completion certificate.

3.17 ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED REASONABLE:

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

3.18 DEDUCTION OF AMOUNTS DUE TO PSPCL:

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

3.19 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 Officer-in-charge.

3.20 ACTION ON UNSATISFACTORY PROGRESS

If the progress of a particular portion of the work is unsatisfactory, the same shall be reported by Sr. Executive Engineer concerned to the Nodal Officer CE/DS West Zone, Bathinda whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory be entitled to take action after giving the SP 10 days' notice in writing and the SP will have no claim for compensation for any loss sustained by him owing to such action.

3.21 DAMAGED WORKS

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

In case any loss to the PSPCL Property is caused by the SP (or his employees) during the performance of the awarded work, the SP shall be responsible to make it good at his own cost, failing which the charges will be recovered from the bills/ or any payment due to the SP in this or any other contract.

3.22 PENALTY :

3.22.1 Penalties on account of Delay in Commencement

Rs. 5000/- per day of delay subject to maximum of Rs 1,00,000/-. If delay occurs more than 30 days from the schedule, the contract may be cancelled without any compensation to service provider.

3.22.2 Penalty on account of absenteeism/ short deployment of manpower

If any person is absent penalty will be applicable @ Rate of Rs.700/- per absentee per day basis. Service provider will not allow more than 10% staff on leave in a particular day.

3.22.3 Other Penalties against Non-performance

- These penalties will be over and above the deduction made on the account of absenteeism.

S. No	Item	Penalty	Verification mode
1	If fault removal team members not found in prescribed uniform.	Rs 100/- per person per instance	PSPCL observations
2	CUG mobile switched off	Rs 100 per device per instance (maximum of Rs. 200 per day)	PSPCL observations
3	Work not performed by CHB as per Maintenance schedule	Rs. 300/- per CHB per day	PSPCL observations
4	If fault removal team members misbehave with the	Rs. 200/- per instance and removal of CHB personnel	PSPCL observations
5	Any other deficiency not covered above	As decided by CE/DS West Zone, Bathinda	PSPCL observations

3.22.3 (i) Penalties are to be calculated on monthly basis; however, the penalty on the account of current month can be deducted from the bill of next month to avoid delay in processing the bill.

3.22.3 (ii) Maximum/ cumulative amount of penalty is restricted to 10% of amount of the monthly bill.

3.22.4 **Penalty for not providing proper T&P and Safety Kits to workers :-**

In case, complete T&P and Safety Kits are not provided by firm/contractor to the workers or incomplete T&P, Safety Kits are provided, then penalty @ Rs 100/- per day per worker shall be deducted from firm's bills.

Service Provider shall provide T&P and Safety Kits strictly as specified in Annexure-P, to all the workers immediately before starting the work.

3.22.5 Concerned DDOs shall ensure distribution of T&P, Safety Kits among all workers as specified in point no. 5 or else penalty shall be levied @Rs. 100 per day per worker on firm's bills.

3.22.6 If workers do not use T&P, Safety Kits as provided to them, then notice should be served twice for first and second default and further firm shall replace that worker on third default.

3.22.7 If on checking 10% of more workers are found without completer T&P and Safety Kits at a time, then Work Order/Contract Agreement shall be liable to be canceled by serving 15 days notice to Firm for this default.

Note: In case the short deployment of CHB is due to less requirement (by PSPCL) or any other reason beyond reasonable control of contractor, the concerned ASE/ Sr. XEN (DS) can exempt the contractor from penalty certifying the same.

3.23 PAYMENTS:

3.23.1 *Payments to deployed manpower*

The payment to the Contractor for the performance of the works under the Contract will be made by the owner as per the guidelines and condition specified herein.

The Contractor will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed for fuse off call work in the manner agreed upon between the parties.

All the payments of wages/salaries to the workers shall be made through bank transactions only. And the contractor will submit the bank statements of disbursement of amount towards wages to workers & Challans with Worker wise detail of EPF, ESI contributions & GST etc. deposited with concerned department along with the bill.

3.23.2 *Deduction from Contract Price*

All cost, damages or expenses which the owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the Contractor regularly as and when they fall due. Such bills shall be supported by the appropriate and certified vouchers or explanations, to enable the Contractor to pay within Forty-Five (45) days of the receipt of the corresponding bills and if not paid by the Contractors within the said period, the owner may then deduct the amount, from any amount due or becoming due by him to the Contractor under the contract or may be recovered by actions of Law or otherwise.

3.23.3 *Contractor Representative*

- i. The Contractor shall in addition to a project co-coordinator, employ one Supervisor Per Division or more competent representatives to superintend the carrying out the works on site. They shall be fluent in the language for the day to day communications. Their names shall be communicated in writing to the Employer before work on site begins.
- ii. Any instruction or notice which the employer gives to the Contractor's representatives shall be deemed to have been given to the Contractor
 - a) The contractor shall submit all bills on the printed forms in the office of the concerned divisions (DDO) 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 each month on or before the date fixed by the Addl.SE/Sr. XEN concerned for all works executed in the previous month.
 - c) Monthly payments will be made after the claims are verified by the PSPCL and security will be withheld as per the Sr. No. 3.13.1

3.23.4 *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/ CHB deployed by the contractor shall be recorded by the JE in charge of concerned Sub Division and checking the same by concerned

AEE/AE. However, before sending the bills, concerned JE/AE/AEE shall ensure that all the allowances admissible under Part A-2 of Price bid (i.e. Hiring & Running expenses of Motor Bike, Bike Petrol, Mobile etc wherever applicable) have been paid to CHB/CHW/CHH workers (including rest relievers). On Account Bills shall be passed and processed by concerned divisional officers and all payments pertaining to these works shall be made by the concerned divisional officers (DDO). Also concerned Divisional Officers i.e. bill passing authority along with Divisional Accountants shall ensure that all allowances wherever applicable as mentioned above have been paid to CHB/CHW/CHH workers (including rest relievers), failing which "concerned JE, AE/AEE, Sr.Xen, DDO & Divn Accountant " will be held personally responsible.

Concerned Sr.Xen/ASE/DS will be DDO for making payments to the firm under his Division.

The following procedure shall be followed for payment to contractor:

DDO will ensure about registration of firm under Building & Other Construction Workers Act- 1996 under Section 7 and Section 12 before payment of running bill.

3.23.4.1 Submission of Bill

- a) Contractor will prepare the Division wise bill for the period from 1st to last day of every month and submit it to respective Divisions.
- b) Contractor will submit its bill with complete information of number of CHB's provided Shift wise, in 1st week of the commencing month, which will be processed by the respective DS Division for payment. Concerned JE will prepare Complaints attended/ work done by each of the CHB on the work sheet (on prescribed Performa) and the same will be verified & countersigned by the AEE/XEN.
- c) Second copy of bill with consolidated detail of all the divisions regarding Total CHBs (in soft as well as hard copy) will be sent directly to DDO by contractor in first week of the commencing month.
- d) The contractor can also e-mail the soft copies of bills to all respective Divisions and DDO on schedule dates.
- e) The contractor will submit along with the bill, the proof of deposit of all statutory contributions of workers and deposit of all applicable taxes and duties with the concerned authorities.
- f) Firm will obtain duly signed receipt (every month) from the CHB/CHW/CHH worker (including rest reliever) stating that "All the allowances admissible under Part A-2 of Price bid (i.e. Hiring & Running expenses of Motor Bike, Bike Petrol, Mobile etc. wherever applicable) have been paid to him" and shall submit the same along with bills to Bill passing authority.

3.23.4.2 Measurement & Verification of Bill

- a) Contractor will select the technical workers & arrange the T&P and a Motor bike i.e. constitute a CHB and hand it over to concern AEEs. He will send the information to concerned ASE/ Sr. XEN DS and copy to nodal officer through e-mail.
- b) AEE/DS will allot the CHBs to concerned AAE/JEs/AJEs, who will nominate their in-charge complaint handling AJE/ lineman who will be primarily responsible to get the work done from the CHB. Concerned lineman/ AJE & Jes shall also ensure that the permit is issued for carrying out the works where ever required. AEE& JE will ensure that the technical workers provided by the Contractor have the requisite qualification & experience and they can reject the CHB if the workers are not qualified/ competent enough to carry out the work.
- c) A Work Card will be issued to every CHB by the AEE/ DS and the detail of

- work/ complaints attended by the CHB shall be entered on the Work Cards(issued to the CHB by PSPCL) by their in-charge officials (LM/AJE/JE).
- d) Daily entries will be made in the Work Cards of the workers by the JE/LM in-charge of the CHB along with the detail of work carried by them in the day. The entry will be seen/ counter signed by the AE/AEE on weekly basis and by the Sr. Xen/ DS during checking/ inspections. Concerned JE & AEE will be responsible for maintaining the record and they will certify on the bills that work done by the CHB has been measured by them.
 - e) Bills submitted by contractors will be verified by respective JE/ AJEs of concerned DS division. Measurement will be further verified by AE/AEE and countersigned by Sr. XEN/Addl. SE. Responsibility of measurement of work done/ verification of manpower lies with the concerned distribution officials/ Officers. It will be the responsibility of LM/AJE/JE in-charge of every CHB to maintain the record of the Attendance & measurement of work.
 - f) In case the proper record of work done is not maintained by the JE/ AJE, the AEE will verify the bill at their risk and cost and the amount can be debited to SA-38 of delinquent official till he maintain & submit the proper record.
 - g) Before sending the bills, concerned JE/AE/AEE shall ensure that all the allowances admissible under Part A-2 of Price bid (i.e. Hiring & Running expenses of Motor Bike, Bike Petrol, Mobile etc wherever applicable) have been paid to CHB/CHW/CHH workers (including rest relievers), failing which they shall be held personally responsible.
 - h) Sr. XEN/ DS concerned will ensure that the CHBs have been actually deployed for PSPCL works and useful work has been taken from them.
 - i) Concerned Divisional Officers i.e. bill passing authority along with Divisional Accountant shall ensure that all allowances wherever applicable as mentioned in Sr. no. g have been paid to CHB/CHW/CHH workers (including rest relievers), failing which they will be held personally responsible.

3.23.4.3 *Release of Payments*

Concerned Sr. Xen/ASE/DS will be DDO for making payments to the firm under his Division.

- a) Tentative schedule of Payment will as follows:

Sr. No.	Date of Submission of Bill by contractor	Verified bill sent to DDO by Sub Division office	Tentative payment date
1.	1 st week of the next month	2 nd week of next month	3 rd week of the next month

- b) Before releasing payment to the firm, concerned Divisional Officers (DDOs) & Divisional Accountant shall ensure that all allowances wherever applicable as mentioned above have been paid to CHB/CHW/CHH workers (including rest relievers), failing which "concerned DDO & Divisional Accountant" will be held personally responsible.
- c) Payment will be made on monthly basis strictly through online mode only. No cash payment will be made under any circumstances. Only On account payments will be made and no advance payments will be released to SP. Payment will be made after submission of bill along with documents and after due verification. However, CE/DS may allow the release of payment (not more than 75% of claim) against the monthly bill submitted but not verified, if the delay at PSPCL end is more than 15 days due to rush of work
- d) However, PSPCL on its discretion may appoint a Nodal officer for this work for Centralized submission of bills and payment thereof, procedure for same shall be

intimated accordingly. 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 CE/ EIC DS of the PSPCL and his decision shall be final and binding for all intents and purposes.

3.23.4.4 SIGNING OF RECEIPTS FOR PAYMENTS:

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

3.24 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 then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provide for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the PSPCL, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 120 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.
- b) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/PSPCL shall be withheld on account of such proceedings.

3.25 RECISSION OF CONTRACT:

- a) The contract shall not be assigned or sublet without the written consent of the 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 day notice in

writing with orders properly issued there under.

- d) Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract; Any bribe, gratuity, gift, loan, perquisite, records or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his

servants or agents to any public officer, person in the employment of PSPCL in any way relating to his office or if any such officer or person of PSPCL shall become in any way directly or indirectly interested in the contract.

- f) In such case the PSPCL may notwithstanding any previous waiver, alter giving 10 day notice in writing to contractor, terminate the contract and the security deposit of the contractor shall thereupon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work theretofore actually performed under the contract and further, PSPCL may enter upon and take possession of the works and all plant, tool, scaffolding, sheds, machinery etc. and materials lying upon premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants 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, PSPCL may sell the same by public auction. The amount so realized shall be adjusted against any money due to the PSPCL by the contractor.
- g) In case the PSPCL intends to foreclose the contract before the completion of the job due to any reason then the Engineer-in-charge shall serve 30 days clear notice to the contractor. The work completed up to date of issue of the notice shall be measured jointly, un-utilized materials supplied by the PSPCL shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for un-utilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

3.26 PRIORITIES & LICENCES BY CONTRACTOR:

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

3.27 JURISDICTION:

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

3.28 NEGOTIATION:

Normally no negotiation affecting prices or basic features of NIT/Specification shall be conducted with bidders after opening of tenders except under specific orders of accepting authority after the reasons to be recorded.

3.29 INTERPRETATION

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

SECTION – IV**FAIR WAGE CLAUSES & LABOUR REGULATIONS****4.1 FAIR WAGES:**

- 4.1.1 The contractor shall pay not less than fair wage to labour engaged by him on the work. Fair wage means wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Government, PWD/PSPCL for District in which the work is done.
- 4.1.2 The contractor shall notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wage of labourers indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.3 In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with the Punjab Govt. Contractor's labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4 The Nodal Officer 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 or above the age of 58 years and maximum age of 60 years shall be employed on the work with the approval of Competent Authority.
- 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.
- 4.1.8 All statutory regulations regarding leaves and other benefits as notified by the Union Govt./Punjab Govt. under various Labour Acts & regulations will be applicable on the contract and the contractor will be solely responsible for providing all such benefits to the workers. The contractor shall allow weekly rest/holiday, leave with wages, compensatory holiday, National and Gazetted holidays as per Punjab Industrial Establishment (National & Festival holiday and casual & sick leave) Act, 1965 to the labour deployed by him. However, no work shall be left incomplete or unattended due to weekly holiday, leave, compensatory holidays, National and Gazetted holidays allowed to the workers.

The contractor shall bear all the medical expenses in the event of an accident/mishap involving any worker. In case the contractor fails to do so, Principal Employer shall do the needful as and when such exigencies arise and the expenditure so incurred shall be indemnified by the contractor from his pending dues / monthly bills or otherwise.

Compensation will be paid to the workmen suffering from accident as per Compensation

Policy issued vide Dy.Secy/ Industrial Relations, Patiala Office Order no. 10/IRO-676 dated 08-12-2023.

The contractor shall have to pay bonus and other benefits to the workers as applicable from time to time under the Payment of Bonus Act 1965.

The contractor shall be fully and exclusively liable for the payment of any and all the contribution, taxes, unemployment /retrenchment compensation, insurance premium & such other amenities as admissible under any of the applicable laws/Acts/Regulations affecting the employer-employee's relations.

The contractor shall maintain all the necessary records as per Labour Laws and any other applicable statutory requirements.

The contractor shall issue a service certificate on termination of employment for any reason what so ever to the workman whose services have been terminated.

The contractor shall, where the wage period is one week or more, issue wage slip to the workman at least a day prior to the disbursement of wages.

The contractor/Firm shall follow & implement the provisions Payment of wages Act, EPF Act, ESI Act and other labour Laws etc. applicable and maintain record thereof, for inspection by the respective authorities under the said Act.

The contractor will submit Fitness certificate of workers before deploying them on work issued by Medical Officer of Punjab Govt./ ESIC/PSPCL dispensary. If the contract is for more than one year then the medical certificates of all workers is to be submitted in the start of first month of every year.

4.2 CAMPS & CONVENIENCES:

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

4.3 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 CONTRACTOR'S LABOUR REGULATIONS:

The Firm should have their "Certified Industrial Employment (Standing Orders)" as per "The Industrial Employment (Standing Orders) Punjab rules 1978.

Firm Should submit documentary proof regarding "Certified Industrial Employment (Standing Orders)" as per "The Industrial employment (standing orders) Punjab rules 1978.

a) *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.

b) ***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.

c) ***Payment of wages:***

- a) The contractor will ensure payment of wages to the workers not less than the rates fixed by Labour Department Punjab from time to time under Minimum Wages Act, 1948, on the completion of wage period first at his own before expiry of 7th day after the last day of wage period in respect of which wages are payable. All the payments, to the workers are to be made through Bank transfer and for which a Bank statement with Bank seal to be submitted along with the bills.
- b) No wage period shall exceed one month
- c) Wages of every workman employed on the Contract shall be paid before expiry of the 7th day after the last day of the wage period in respect of which the wages are payable.
- d) 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.
- e) All payment of wages shall be made on a working day.
- f) Wage register and wage card etc.

The contractor shall maintain the muster roll/wages register and all the other Registers which are required to be maintained on the prescribed Performa under the contract Labour Laws and the rules framed there-under 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) 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.

d) ***Fines and deduction which may be made from wage:***

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

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

e) ***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.

f) ***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.

g) ***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.

h) *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.

i) *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.

j) *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.

k) *Submission of returns:*

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

l) *Amendments:*

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

4.5 INTOXICANTS:

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

4.6 E.P.F.

The contractor shall abide by all the statutory rules regarding provident funds as per EPF Act, 1952 amended upto date and issue a monthly statement to principal employer with a certificate that statement furnished is true and correct & no eligible employee has been excluded from the list. The bidder shall submit permanent EPF No. while requesting for tender documents.

He shall be liable to discharge all other statutory obligation that may be applicable in his case including provident fund to his employees. The contractor must pay the EPF contribution both employee's contribution @ 12% of wages and employer's/contractor's contribution @ 12% of wages of every month with EPF Commissioner before 15th of the following month. The contractor shall remit these contributions along with inspection charges as well as charges and expense of administrating the fund to the concerned EPF Authorities. The above mentioned share (both of the employees & the contractor) may vary as per rules and regulations from time to time the contractor is to follow the rules accordingly. The contractor shall submit self-attested copies of documents as a proof of deposit of EPF and copy of ECR along with monthly bill.

4.7 ESI CONTRIBUTION:

The contractor shall abide by ESIC rules & regulations and will deposit necessary ESI contribution (both employee's & employer's share) with the concerned ESI authorities. In

this regard contractor shall submit proof of deposit of the same with the monthly running bill.

He shall be liable to discharge all other statutory obligations that may be applicable in this case. The contractor must pay the ESI contribution (employer's share @ 3.25% of wages & employee's share @ 0.75% of wages) along with other applicable charges to the concerned ESI Authority before 15th of following month in which the wages fall due as per provisions of ESI Act 1948 as amended upto date. The above-mentioned share (both employee's and contractors) may vary as per rules and regulations from time to time and the contractor is to follow the rules accordingly.

The contractor shall maintain an accident book as prescribed under ESI Act and submit an accident report to the local office/ESI dispensary concerned immediately in respect of accident that could result in death or disablement within 24 hours of its occurrence otherwise Minor accidents which do not cause absence from work need not be reported.

The contractor shall submit the return of contribution to the ESIC authorities as per provisions of ESI Act, 1948 amended upto date.

The contractor shall obtain the ESI Account No. of the workers before submission of 1st bill.

4.8 INSURANCE:

The contractor shall carry out and maintain at his own expense Group insurance to fulfill his liability under The Employees' Compensation Act 1923. The contractor is required to enrol all the deployed workers covered for contract period in the mandatory Group Insurance scheme of minimum Rs. 10 Lacs per worker against disablement/death and medical treatment in case of accident.

4.9 DELETED

4.10 LABOUR WELFARE FUND:

The applicable employer's share of Labour welfare fund shall be contributed by the contractor and the applicable employees share will be deducted from the monthly wages of each worker and the total shall be deposited as per Punjab Labour Welfare Fund (Amendment) Act, 2014. Present rate of employer's share of labour welfare fund is Rs. 20/- per worker per month and employee's share is Rs. 5/- per worker per month. The contractor shall also pay labour welfare cess @ 1% of the cost of construction incurred by the employer.

4.11 PERSONAL PROTECTIVE EQUIPMENT (PPE) :-

All safety appliances required for the workers e.g. Torches, Safety helmets, industrial shoes, safety belts, masks etc. shall be provided by the contractor as per **Annexure-P** and the Corporation shall not be responsible for any accident involving the workmen during work due to lack of safety appliances or due to negligence of the workers. The contractor shall provide the Personal Protective Equipments of ISI mark and as per direction of Engineer-in-Charge, to the worker engaged by them. List of PPE required is as per Annexure-P.

4.12 OTHER TERMS:

- i) The Contractor shall issue the appointment letter to all workers employed by him mentioning the contract period as per work order. In case the work order further extended for a specific period then he will again issue the appointment/extension letter for such extended period. The contractor shall submit the names of persons/workers to be deployed on the work along with their ESIC Account No. and Medical Fitness certificates well in

time to the concerned Engineer-in-charge for issue of gate passes required for entry into the PSPCL premises. Cost of gate passes shall be borne by the contractor. If the gate pass is lost, the cost of renewal will also be borne by the contractor. In case of completion/termination of the contract or any individual worker leaving the job or his services being terminated, the gate passes of all such workers will be surrendered immediately by contractor to the Engineer-in-charge, failing which it will be considered as breach of contract. The contractor shall make his own arrangement for providing all facilities like boarding and transport for his workers as per requirement of the work.

- ii) All material required to be used by the contractor shall be brought with proper Gate Passes/authentic documents and got inspected from the representative of security and Engineer-in-charge.
- iii) The contractor will have to follow the Industrial, Factory and Electricity Safety Rules, so as to avoid any accident and damage to life/equipment. They shall also abide by safety rules issued by PSPCL from time to time.
- iv) The contractor shall be responsible for the character/antecedents and conduct of its staff deployed. Case of any misconduct by his employees under the definition of PSPCL rules will entitle PSPCL to get them removed from the work place and the contractor will have to comply with these instructions. The contractor shall conduct police verification of his workers from the concerned police station at his own cost within one month from the allotment of work order.
- v) The contractor shall have to provide and maintain the first aid box to be used in case of any accident occurs at site.

4.13 PAYMENT OF TERMINAL/SERVICE BENEFITS:

The Contractor/Firm must have to pay all the applicable terminal/service benefits (i.e. bonus, gratuity, leave encashment etc.) for the contract period to all the workers (wherever applicable) within one month after completion of contract period including extended period, if any. All the payments to the workers shall be made through Bank transfer only.

SECTION V

TECHNICAL SPECIFICATIONS

5.1 INTRODUCTION

Punjab State Power Corporation Limited [hereinafter to be referred to as PSPCL] is a Distribution Utility entrusted with the distribution of electric power. It caters power to more than 70 Lacs customers with network of 66kV, 11kV lines & Sub Stations along with DTs and LT lines. The state is divided into five Distributions Zones. The Zones are further divided into Circles, Divisions and Subdivisions. PSPCL intends to increase the 'customer satisfaction level and enhance the image of the utility and thus is in pursuit of implementing a CMS (Customer Management System). PSPCL has already established its centralized 'Customer Services Call Center' (CSCC) for registration of all types of complaints including the 'No supply' complaints. There is a distributed network of divisional level Nodal Complaint Center cum Fault Control Centers (NCC/FCC) for supplementing the CSCC for registration, monitoring and closure of complaints. So far the first part of CMS i.e. registration, monitoring & tracking and closure of complaints is concerned, that part is already implemented for whole of the state with association of outsourced SP, but the second part i.e. Rectification of faults is being carried out by PSPCL with in house efforts. Now PSPCL intends to outsource this activity (LT Fuse Off Call) by engaging a reputed SP, for which the bids have been invited for commencing this activity as a Pilot project at CE/DS West Zone, PSPCL, Bathinda.

5.2 OBJECTIVE

To Build, Own, Operate & Retain a complaint resolution system for rectification of faults related to 'No Supply' complaints under at CE/DS West Zone, Bathinda. For period of 1+2 years by deploying adequate number of Fault Rectification Teams (FRT). The FRTs shall consist of appropriate infrastructure like Vehicles (LCVs and Bikes), Trained Manpower, T&P etc. for rectification of faults related to 'No Supply' complaints. The system will also introduce the concept of vehicle tracking system by installing GPRS/GPS navigator on the fault removing vehicles to facilitate PSPCL to track and monitor FRT in the field.

5.3 BASIC MODEL OF COMPLAINT HANDLING SYSTEM

PSPCL has already setup a Centralized Electricity Call Center with single helpline number (1912) for the entire utility and is operational at Ludhiana. The 'No supply' complaints of PSPCL customers are registered (24 X 7) in the software and a unique complaint tracking number is given to the customer. The complaints registered are segregated and forwarded (through system/software) to the concerned Nodal complaint center (NCC) set up at division level for resolution and subsequent closure. The consumer is kept updated about the status of the complaint (from registration to closure) through system generated SMS. The entire infrastructure of the CSCC has been provided by the PSPCL and the round the clock operations are being carried out by a service provider under supervision of PSPCL's dedicated division. For effective monitoring of the complaints, feedback of customers is taken (at random) by calling back the customers whose complaints have been marked as resolved in the system. However to ensure 100% feedback of the customers regarding resolution of their grievances, the work of taking the feedback is being carried out by another Service Provider at different location.

The centralized call center is connected with distributed network of computerized Nodal complaint centers cum Fault Control Centers (NCC/FCC) set up in all the distribution Divisions of Punjab. These NCCs allocate & forward the complaints registered in the software to the Fault Rectification Teams(FRT) who get the complaints' status updated at NCCs. Customers can also register the complaints directly at these NCC through phone or walk-in. Further PSPCL is in the advanced stage of integrating the Call center and the distributed NCCs by implementing call forwarding

between call center and NCCs on single helpline number 1912 so that the customer grievances can be registered and resolved at any of the NCCs or the call center irrespective of the location of customer. Apart from the phone-in call center and NCCs, customer complaints (No supply & commercial complaints/ requests) are also registered through IVRS solution (in towns covered under RAPDRP) and web portal.

Now PSPCL intends to outsource the FRT work to a reputed Service Provider. The complaints related to “No Current” will be forwarded to the Fault Rectification Teams (FRT) deployed by the service provider selected through this bidding process who will get the complaints closed in the system through NCC/FCC agents already deployed. The FRT will reach at the fault location and rectify the problem. Once the problem is resolved the same will be communicated to the consumer and his/her acknowledgement will be taken in the register with the FRT. Simultaneously an intimation through mobile will be given to the FCC about rectification of the fault, who will then close the complaint after receiving due confirmation from the consumer. The complaints which are out of scope of the FRT will be promptly escalated to the designated staff of the respective area of PSPCL. The service provider will deploy trained manpower for FRT and try to improve their skills and technique to achieve the quality of work and optimize average time taken on each complaint.

5.4 Detailed Scope of Work

The scope of this work covers the tentative provisions of Work of Attending to/ Resolving the Fuse-Off-Call Complaints & Breakdowns for ensuing fairly uninterrupted Power supply to PSPCL customers under CE/DS West Zone, Bathinda.

. The scope includes, but is not limited to Attending to/ Resolving the Fuse-Off-Call Complaints & LT Breakdowns for restoration of Electrical Power Supply for period of contract by carrying out the following activities for providing end to end solution:

5.4.1 Primary Scope

- a) Receiving/collecting the list/Job slips/ receiving SMS/ online of ‘No Supply’ complaints registered with PSPCL from respective Divisional level Fault Control Centers /Nodal Complaint Centers (FCC/NCC).
- b) Attending the LT/HT Fuse off calls complaints and breakdowns (‘No Supply’ complaints within consumer meter and LT side of Distribution Transformer) by establishing and operating adequate number of 24x7 Fault Rectification Teams (FRT).
- c) Closing the complaint in the Mobile App for Acknowledgement through Android phone. Returning the Job Slip/Job Order back to the FCC after restoring the supply and rectifying the fault for final closure in the system in case of manual system.
- d) Forwarding the HT and other complaints not in the scope of SP to the PSPCL official (JE on duty) for further resolution.
- e) Creating the data about repeated failures, repeated fuse blown cases and other weak points in the network and suggesting the remedies to the PSPCL.
- f) Preparing and submitting the monthly MIS and the detailed work progress reports.

5.4.2 Other Associated Activities included in the scope

Primarily the scope of the work is to rectify the faults for restoration of the supply, but the complaints/failure rate is not uniform as it depends upon seasons, weather on particular day, load pattern and other local conditions. The strength of the FRT is more in the Summer season as compared to the Winter season which will take care of the variation of complaints due to change in season, but on certain days/months the complaint are very high, whereas these are very low in certain lean periods (which may be in days or weeks) when there is very little work (as per primary

scope), therefore the deployed FRT is not supposed to remain idle and shall do some planning & maintenance works. Similarly, on troubled weather days, number of 11kV feeders trip down simultaneously (because of overhead bare conductor feeders) resulting in outage of supply to numerous customers. So majority of FRT is required to be diverted for repair and replenishment of 11kV system for restoration of the supply. The SP will have to shoulder this additional responsibility by switching over to HT patrolling and replenishment work, due to which it has proposed that 25% of the FRT workers shall have the requisite experience for working on 11kV lines. SP shall provide the list and credentials of these workers (who can work on HT) to PSPCL and no other worker shall be allowed to work on HT lines. However, all such disturbed days (when the distribution network would have such outages) and the lean period when the maintenance work is to be carried out will be notified and declared by the concerned ASE/Sr.Xen in writing and no penalty and other SLAs will be applicable during such periods. Keeping in view the above conditions, following activities have also been included in the scope of work: -

- a) Carrying out the preventive maintenance of LD system and DTs etc. for reducing the occurrence of outages/ faults as per program given by PSPCL. The FRT will carry out such maintenance in their sphere of jurisdiction, so that it shall be in position to switch over immediately if any fresh complaints are registered in the system.
- b) Patrolling the HT lines for detecting the fault/ defects in the network during outage of the feeders for restoration of supply.
- c) Trimming of trees interfering in the HT/LT lines.
- d) Assisting the PSPCL in-house technical teams in attending the faults on 11 KV feeders in order to ensure minimum outage.
- e) Surveying the distribution network for detecting the fault/ defects in the network for preparation of maintenance plans.
- f) Carrying out/helping in carrying out of all/any of other distribution activities (As per directions of the concerned ASE/Sr. Xen), like maintenance of 11kV system, MCO, DCO, RCO, GSC etc. which are being carried out presently by the PSPCL in house employees. PSPCL at its discretion can outsource the additional work to any other Service Provider or can get it through in-house employees by going into fresh recruitment.

5.4.3 *Establishing the Fault Removal Team (FRT),*

SP will have to deploy adequate number of Fault Rectification Teams in order to carry out the above activities. Primarily the FRTs shall consist of CHWs, CHB & CHH as follows: -

- i) Complaint Handling Wagons (CHW) comprising of like LCV (i.e. Mahindra Genius/Bolero/Tata-207/408 or equivalent (Single/Double door) not more than 4 years old) equipped with 11kV earthing Sticks, 24 feet collapsible ladder and other T&P like pliers, cutter, tester, hammer, rope, Testing bulb, power torch etc. along with 3Nos. Technically skilled workers and 1 no driver cum skilled worker always available in two shifts. However, PSPCL may stagger the shifts in such a way that the vehicles are available for whole time for 24X7 operations.
- ii) Complaint Handling Bikes (CHB) comprising of 1 no. motorbike (motorcycle/ scooter) equipped with T&P like pliers, cutter, tester, hammer, rope, testing bulb, power torch etc. along with 2 Nos. Technically skilled workers in one shift for 8 hour working.
- iii) Complaint Handling Hydraulic (CHH) comprising of 1 no. CHW with Hydraulic Lift.

Note: PSPCL may ask the service Provider to merge/split few of the CHBs/CHWs/CHH as and when required in order to create the maintenance. Gangs or gangs for other any distribution activities as elaborated in 5.4.2 of Tender specification.

5.4.3.1 *Procedure/record of Associated Activities (Preventive Maintenance)*

Proper procedure and record is also required to be maintained for all activities to be carried out as per Clause 5.4.2 above, so that there shall not be any unnecessary penalties or escaping of the responsibility by any stake holder in absence of evidence. The FRT is required to submit the fortnightly reports (simple reports on physical condition of network) to the officer in-charge i.e. AE/AEE Technical. ASE/ Sr. XEN DS will get the maintenance schedules prepared and conveyed to the SP (through email or regular mail on week in advance), so that FRT shall carry out the maintenance (in their allocated area/jurisdiction) during the lean periods. It is the duty of the FRT to carry out these associated activities as per the priority list (maintenance schedule) regularly whenever there is lean period. SP will prepare FRT wise daily Job Cards containing the details of complaints attended and other associated works carried out by FRT. He will submit the Job cards complete in all respects preferably weekly or fortnightly to the concerned AE/AEE Tech. SP will also send the Monthly abstract of these Job cards to the concerned Sr. Xen who will verify the monthly bills based on this report. These Job Cards will be retained by the division office and the verified/passed bill will be sent to the DDO for payment.

Note: It is pertinent to mention that the maintenance work cannot be carried out during night time; therefore, if the FRT is not able to carry out the mandatory quantity of work (due to lesser number of registered complaints) shall not attract any penalty. However, SP and AEE/Technical will take joint decisions for deploying lesser number of FRT during night time in the lean periods.

5.5 **SCOPE:** -

- (1) The scope of this specification covers the tentative provisions of Work of Attending to/ Resolving the Fuse-Off-Call Complaints & LT/HT line Breakdowns for restoration of Electrical Power Supply in the various Subdivisions under DS Circles. Contractor shall deploy the following infrastructure:
 - a) Motor bikes with equipped, T&P like pliers, cutter, tester, hammer, rope, Testing bulb, power torch etc. here after called Complaint Handling Bikes (CHB).
 - b) Each CHB will have two technical workers technically qualified/ skilled as per the qualification given in clause-5.9 under this section. These CHB/CHWs/CHH under the respective divisions will constitute Fault Removal Team (FRT), who will remove the fault at consumer's premises.
 - c) Members of the CHB/CHW shall use Mobile phones to be provided by the Service Provider for the communication.
 - d) Service provider to ensure attendance of all manpower through mobile along with location at the time of attendance. Also tracking app should record movement of workers, number of complaints received and their resolution. Tracking app should be developed by the firm.
 - e) Firm will be liable for ensuring that CHB/CHW/CHH workers wear proper uniform during duty and also CHB/CHW/CHH workers will also be held responsible if any default is noticed. Uniform amount shall be paid to CHB/CHW/CHH worker by the firm and concerned DDOs shall ensure the same.

- (2) The CHB/CHW members will carry their photo identity card in such a way that the same is always visible (they may pin up on the shirt or may carry around the neck etc.) Performa for ID Card is attached at **Annexure-N**.
- (3) Bidder shall provide 1 no. Mobile Phone with SIM card per CHB worker (including rest reliever) and 1 no. mobile phone with sim per CHW/CHH worker (including all rest relievers). The cost of the SIM card and usage shall be borne by the bidder. However, PSPCL may allow its telecom service provider to activate these SIM cards in CUG with the PSPCL official numbers. The number of CUG SIMs allowed by PSPCL (provided by the telecom service provider) will be as below: -

Minimum Mandatory mobile phones = (1 No. per CHB/CHW) + 5% Supervisors & Coordinators.

Maximum number of SIM cards = Total Manpower strength+5%.

Maximum quantity can only be allowed (at PSPCL discretion) where the service provider requests for additional SIMs for better efficiency and control.

- (4) The service provider shall provide 400 no. Wooden ladders i.e. one ladder for every 1500 connections. These ladders shall be placed at public places (like Gurudwara/ Mandir, Dharmashala etc.) in the dense and crowded populated areas so that the CHBs comprising of CHB/CHWs shall pick the ladder from the nearest location for attending the complaints.
- (5) The CHB/CHW will be polite and courteous to the consumer.
- (6) CHB/CHW will give the priority to the call made by an officer of PSPCL of the rank of Sr. XEN or above. Faults of such calls shall be rectified immediately.
- (7) PSPCL may divide the CHB/CHWs/CHH in three shifts in order to carry out 24X7 operations, but no worker will have to work more than 8hrs duty in day. Any CHB/CHW can be allotted work in any shift of the day. Distribution of CHB/CHWs/CHH may not be uniform across all shifts and rather will be based on the working load.
- (8) The technical personnel (CHB/CHW/CHH) shall rectify the electric complaint of the consumer due to any fault falling across consumer meter and distribution transformer.
- (9) The fault removal team (FRT) will inform call center staff on rectification of the fault. The team will also request consumer to speak to the ECC/NCC staff through its available communication mode for confirmation of rectification of the complaints.
- (10) In the event the fault is not in scope of CHB/CHW/CHH, then they will inform ECC/NCC regarding the nature of complaint and other technical details including the location and landmark of the consumer's premises.
- (11) The CHB/CHW/CHH will collect the details related to outages and maintain the same in the consumer / customer managements system for the purpose of management action.

The CHB/CHW/CHH is required to collect the details with respect to:

Outage: Meter related, fuse related, transformer related, cable, feeder, service line, pole, pillar box, jumper, knife switch etc. and their respective codes / description as per their codification (the codes for each of the element are already allotted by PSPCL).

Rectification carried out: What action was taken, time taken to remove the fault, time taken to restore the electricity supply etc.

Demographic: Season, day, shift, area, location, overhead, underground, storm, rain, kites, voltage spike, earthing fault, any other

Meter related: Meter number, type of meter, status of meter before rectification, status of meter after rectification, any abnormality observed in the meter

Material used: type and quantity of material used etc.

(12) The CHB/CHW/CHH will take an acknowledgement from the consumer after rectification of the complaint bearing signature & phone number of customer.

(13) Replacement of Seals for fault rectification: CHB/CHW/CHH shall be allowed to cut the terminal cover / box seals (MCB/ MTC seals) of the consumer meter if required to rectify the complaint, but such authorization will be given by the concerned AEE after ensuring that broken seals are accounted for properly.

a) The types of individual complaints mainly attributed against 'No current Complaint':

i) Loose connection from meter side

ii) Consumer side fuse blown.

iii) Loose connection from service line / pole i.e. at termination point of service line from

PSPCL mains that may be Pillar Box, Junction box, Pole etc.

iv) Earth not available from pole.

v) Neutral not available from pole.

vi) Service Line burnt.

b) Other types of LT/HT complaints that Fault Removal Team will have to attend along with its level of remedy that CHB/CHW will have to do:

S. No	Fault type	Level of Remedy	Remarks
(i)	Lug / brushing rod burnt	Temporary reconnection	In consultation with concerned AE/ AEE / JE
(ii)	LT/HT main cable fault	Looping if possible	In consultation with concerned AE/ AEE / JE

S. No.	Fault type	Level of Remedy	Remarks
(iii)	a) Knife switch / main switch faulty. b) Cable lug damage	Bye pass Temporary reconnection / binding	In consultation with concerned AE/ AEE / JE
(iv)	Circuit fuse blowing, circuit MCB trip / Burnt	Re wiring, restore / bye pass	As per the instructions of AE/ AEE / PSPCL
(v)	Circuit cable faulty	Looping	In consultation with concerned AE/ AEE / JE
(vi)	OH Line damage <ul style="list-style-type: none"> • Broken conductor • Burning of section jumper wires • Pole breakage 	Temporary connection <ul style="list-style-type: none"> • Restrung / remove & Looping • Replacement / repair • Isolating faulty 	In consultation with concerned AE/ AEE / JE
(vii)	U/ G LT/HT line fault	Restoring from alternate source	In consultation with concerned AE/ AEE / JE
(viii)	Earthing not available	Reconnect if earth point available	In consultation with concerned AE/ AEE / JE
(ix)	Priority services	On request from AE/ AEE/XEN or above Emergency conditions Fire/Broken lines	The priority services shall be rendered bypassing the routine priority

It is clarified that the CHB/CHW will have to work on LT network and in general the fault rectification (fuse blown cases) in the LT system does not entail the shutdown of electric 11KV line and the CHB/CHW may have to rectify the fault on live wires, but JE in-charge will arrange the shutdowns/ permits wherever required.

- 14) All CHB/CHW/CHH to be provided by the contractor should be capable of doing work on HT lines. This is essential as according to field analysis most of the complaints these days are of HT as in the past few years there has been lot of emphasis of PSPCL to reduce losses by increasing HT lines and reducing LT lines and most of the AP consumers are on HT due to HVDS scheme.
- 15) One number CHW (Complaint Handling Wagons) with earthing sticks, gloves, Lineman Tool kits, ladders, etc. be provided for each Division falling under the 47 towns as already identified in the R-APDRP scheme. This is practically very helpful as the speed of work increases, the T&P along with ladder is readily available, provision of carrying out some consumables such as ACSR, PVC, etc is also there.
- 16) One Supervisor per Division be provided by the contractor as the single point of contact at his own cost. This is very helpful as it provides control over the staff with a single point of contact.
- 17) In addition to resolving Fuse Off Call complaints & breakdowns ; CHB/CHW/CHH workers shall also carry out maintenance and other activities, as and when required by PSPCL.

5.6 **DETAIL OF PACKAGE:**

Sr. No.	Name of Zone	CHB/CHW/CHH	Manpower with CHB/CHW/CHH
1	CE/DS, West Zone, PSPCL Bathinda	308 / 12 / 1	616/ 96 / 8 + 120 no. rest relievers (TOTAL = 840 no. Manpower including rest relievers)

- One Supervisor per division will have to be provided by the Service Provider apart from above.

Note: The actual quantity of CHB required can be increased/decreased by 100% and the number of CHBs required at any circle within CE/DS West Zone, Bathinda can be changed to another circle within DS West Zone, Bathinda at the time of allotment of work without consultation with the SP.

5.7 **SUPPORT SERVICES BY PSPCL**

- a) PSPCL will dedicate officials to take work permits for execution of such works of complaint handling, which will require the supply to be switched off.
- b) Complaints will be handed over to the CHB/CHW/CHH from respective Nodal Complaint Centers and PSPCL Jes/ AJEs/ LMs will be in-charge of each & every CHB. Every CHB shall work under the close supervision of the JE/ LM of PSPCL.
- c) All material required for the execution of the work for attending complaints will be supplied by the PSPCL and CHB/CHW/CHH will have to do the labour part only.

5.8 BRIEF METHODOLOGY

- a) Contractor will deploy the manpower and Bike & T&P i.e. complete CHB/CHW/CHH and will provide to concerned AE/AEE. He will send the information of deployment to concerned ASE/ Sr. XEN and the nodal officer through e-mail also. Whenever there is any change in the manpower i.e. somebody leaves or joins the deployment, the contractor will send the information again to the concerned ASE and the nodal Officer.
- b) Under the complaint management system, the complaints registered at ECC are directly track down to NCCs and some complaints are directly registered at NCCs.
- c) Complaint will be handed over to the CHB/CHW/CHH through these NCCs and the CHB/CHW/CHH will get the complaint closed at the NCC. CHB/CHW/CHH will be supervised & closely monitored by the JE/ AJE in-charge and they shall seek guidance from their in-charge regarding the rules, methodology and safety precautions.
- d) JE on duty of PSPCL will monitor and provide the necessary support to the CHBs/ CHWs/CHH and he will ensure that good quality and quantity work is being carried out by each and every member of all CHB/CHWs/CHH under his control.
- e) Work Cards will be issued against every CHB/CHW/CHH and the entries will be made daily by the in-charge Lineman/AJE/JE and will be submitted weekly to AE/ AEE DS.

5.9 QUALIFYING CRITERIA FOR THE WORKERS

- i) ITI / Certification in Electrical/ Mechanical/ Instrumentation or working experience 5 years as worker in Electrical Department in some industrial house or with CEI Class-I License holder Govt. Contractor. But ITI / Certification with apprenticeship with PSPCL may be given first priority.
- ii) Worker will give affidavit of having the requisite experience as per clause-5.9(i) above and Contractor will certify the same.
- iii) ASE/Sr. XEN of concerned DS division will conduct the test/ Interview of workers (offered by the contractor) at site in order to ensure that the workers are experienced and competent to carry out the work.
- iv) No worker with age below 18 years or above 58 years will be accepted. He should be physically fit and should not be suffering from any critical disease. However; he contractor will also be allowed to hire the retired technical PSPCL employees having good health subject to maximum age of 60 years with the recommendation of Sr. Xen/Addl. SE of the concerned Division as their experience will be useful.
- v) Contractor will cover all its workers of CHB/CHW/CHH under group insurance of minimum Rs. 10 lacs per worker against disablement/ death and medical treatment in case of accident.
- vi) Driver of CHW/CHH should have valid driving license and minimum three years' experience of commercial driving should be well conversant with the concerned city.
- vii) The vender will have to submit attested photocopies of educational certificates of all the manpower resources that would be deployed at the time of submitting its

inception report. Additionally, the SP will have to provide notarized affidavit towards the experience of each manpower resource

- viii) The wagon thus provided by the service provider should not be more the four years old.

5.10 GENERAL CONDITIONS OF THE WORK

- i) The work will have to be carried out on all days including Sundays and holidays and, in all shifts, therefore the CHBs deployed by the contractor will have to carry out the work 24X7. However, no worker will carry out the work for more than 8 hours in one day.
- ii) The CHBs will be deployed shift wise and one weekly rest will be allowed to each and every worker
- iii) Contractor will be responsible that all statutory Govt. rules and regulations regarding EPF/ESI labour laws as may be applicable now and in future are followed. Any violation in this regard, will empower PSPCL, being Principal employer, to take all possible corrective actions and recover the cost of such actions from the contractor and also terminate the contract, if need be. PSPCL shall not be liable for any action taken/grievance made by the staff of contractor under the provisions of labour laws. There will not be any employer/employee relationship between PSPCL and staff of contractor.
- iv) Contractor will give undertaking that he will follow the EPF/ Labour laws/ fair wage regulations and other applicable rules and regulations.
- v) The workers will report at the scheduled time to the concerned JE through mobile app & should provide their location.
- vi) Contractor will provide single point contact with phone number to PSPCL officials who will increase/decrease the workers as per the work load. The planning of the same will be of weekly/daily basis and will be done 2 days in advance.
- vii) Where there is a group complaint, its weightage will be taken as 2 (Two), therefore sum of all customers/complaints shall not be considered for these calculations if their complaints are individually/ separately registered.
- viii) In case of major faults and breakdowns the actual time taken for attending the same will be considered and JE on duty/AE/AEE will decide the time periods of all such complaints.

5.10.1 Monthly Journey limit of CHW/CHH

The average Journey for the CHW/CHH for 2 shifts will be 3500KM/vehicle/month.

5.10.2 Technical Specification of vehicles and T&P

Light Commercial Vehicle

Type:	4 wheeler with carriage space
Seating capacity: in Cabin	2 – 3
Model:	Not more than 4 years old

Note:

1. Vehicle should be in good condition.
2. All the relevant documents including RC, permit, insurance, pollution certificate etc. should be valid and available.
3. Vehicle should display a placard with Punjab State Power Corporation Limited in bright fluorescent color on both sides of the vehicle.
4. The vehicles so deployed shall not be transferred to PSPCL on termination of contract i.e. not covered in the scope of BOOT. But the navigation and vehicle tracking system will be handed over to PSPCL after the BOOT period at no cost to PSPCL.



Ordinary CHW



CHV with Hydraulic Lift

5.10.3 T & P Requirement

T&P shall be provided to CHB/CHW/CHH workers strictly as specified in Annexure-P

5.11 Volume of Work and Packages:

The CHB/CHW/CHH are to be deployed in all DS Sub-divisions under CE/DS, West Zone Bathinda. The zone/ package wise quantity is as below:

CE/DS, West Zone Bathinda			
S.No	Description	Period (in months)	No. of CHB/CHW/CHH (including rest relievers)
1	Period (for one whole year)	12	308 / 12 / 1

CE/DS, West Zone,
PSPCL, Bathinda.

SECTION-VI**ANNEXURES****Annexure-A****UNDERTAKING FORM**

(To be entered on a Non-Judicial Stamp Paper)

We _____ state that our works are situated in the State of Punjab and we claim “Order Preference” as stipulated in the PSPCL tender specification No. _____ due on _____ against which we have submitted our tender No. _____ dated _____. We undertake to execute the order/ contract if placed/awarded on to us even by counter offer at the rates worked out by Punjab State Power Corp. Ltd. in accordance with its Works Regulations. It is further understood that in the event of refusal by us or failure on part to execute the order/contract (full or part) placed / awarded on to us under “Order Preference” on any account what-so-ever, the Punjab State Power Corp. Ltd. shall have the right to forfeit the earnest money deposited by us and we shall have no claim for the refund thereof. The Punjab State Power Corp. Ltd. shall also have the right to suspend business dealing with us and to black-list our firm, without prejudice to other rights accruing to the Punjab State Power Corp. Ltd. under the Purchase Order/ contract, if placed/awarded on to us.

Signature of Constituted Attorney

ANNEXURE-B

UNDERTAKING

I,Undertake that No outsourced employee shall claim employment from PSPCL.

ANNEXURE-C

(Referred to in Regulation 22) Contract Agreement Form

To be entered on a Non-Judicial Stamped Paper of Rs. 500/- only.

This Contract Agreement made thisday ofin the yearbetween the PUNJAB STATE POWERCOM hereinafter called "PURCHASER" andhereinafter called "CONTRACTOR" for the supply and delivery / construction of in accordance with Tender Enquiry No.....dated..... and Contractor's Proposal No.....dated.....

This is in confirmation of the advance acceptances notified in the owner's Letter No... wherein Owner has accepted the Proposal of the Contractor for the delivery / construction ofas per Work Order No.....

In view of the forgoing, the Purchaser and the Contractor have agreed to the scope of work and the terms & conditions of the order settled between them.

The NIT/Tender Specification the Contractor's Proposal and related correspondence and the Work Order acknowledged / accepted by the contractor form part of this agreement.

This Agreement contains..... Pages.

In witness whereof the parties here to have affixed their signatures on the day month and year written as above.

CONTRACTOR

OWNER

SECTION-VII**Techno-Commercial Bid****Annexure-D to Annexure- Q****ANNEXURE-D**

a) General Information

Name and Address of the Firm				
Head Office Address				
Contact Persons (With Telephone Nos. Office & Residence)				
Fax No.				
E-Mail				
Year of incorporation				
Offer Validity (Min 120 days)				
Sr. No.	Details	Part of Bid	Remarks	
1.	EMD detail	Part-I	Deposit online and upload receipt	
2.	Cost of Specification	Part-I	Deposit online and upload receipt	
3.	General Information duly filled up along with copies of following: PAN Card Registration with PSPCL GST Registration	Part-II	Upload	

	<p>Only proof of EPF & ESI registration which can be checked online by PSPCL at any time and will submit copy of challan deposited of EPF and ESI with 300 manpower for a period of one year in last 03 FY (2021-22 to 2023-24) i.e. for the period of 01-04-2021 to 31-03-2024. In case of consortium, all the members may meet the requirement jointly or individually in their consortium ratio.</p> <p>Undertaking from the bidder that in case of award of contract to them they shall furnish a Labour License/ within two months from the commencement of work.</p> <p>The bidder shall have 'A' Class Electrical License in the name of Company/Firm, who has to execute the work at site and this License should be registered with CEI, GOP Patiala.</p> <p>In case of Consortium/ JV lead partner shall satisfy the condition. In case of firm/ company not having CEI License of Punjab Govt. the firm/company will give an undertaking to get himself registered with CEI, GOP within 3 months from the date of issue of work order, otherwise his contract is liable to be cancelled.</p> <p>Copy of Enlistment if any</p>		
4.	Turnover and Experience of Carrying out similar works (Copy of work order and Satisfactory Work Performance/Certificates is required for continuous one year)	Part-II	Upload
5.	Technical Bid (Deviation Schedule)	Part-II	Upload
6.	Technical Bid (abstract of Acceptance of Terms and conditions)	Part-II	Upload
7.	Undertaking on affidavit only attested by executive magistrate that the bidding firm has not been blacklisted/debarred by any Central/ State/ Public Utility at the time of submission of bid issued after 31.03.2024.	Part-II	Upload
8.	Income Tax Returns of firm as well as Directors/ Partners/ Proprietor of the firm for the latest 3 years.	Part-II	Upload
9.	Copy of the audited statement of accounts (P&L account and balance sheet) along with PAN for the year 2021-22 (audited), 2022-23(audited) and 2023-24 (audited), P&L account and	Part-II	Upload

	balance sheet duly certified by the CA showing UDIN. In case of new company/firm not having past three years balance sheets. It may submit balance sheets of its partners/ proprietary firm held by then in past. In case of consortium all the partners of the firm should meet the requirement, as mentioned in the case of companies/ firm.		
10.	Proof of Bank Solvency equal to 60% of estimated tender cost from a scheduled Bank issued after 01.04.2024.	Part-II	Upload
11.	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.	Part-II	Upload
12.	Declaration along with the following: In case of company; Copy of self-attested incorporation certificate, MOA & AOA. In case of Partnership; Copy of Partnership deed on Non-judicial stamp paper of requisite amount duly attested by Executive Magistrate. In case of Consortium; The Consortium agreement on Non-judicial stamp paper of requisite amount duly attested by Executive Magistrate in a prescribed format. (as per Annexure)	Part-II	Upload
13.	Other supporting documents required to be uploaded/ submitted <ul style="list-style-type: none"> - Documents related with Consortium/ Joint Venture - Undertaking regarding No outsourced employee shall claim employment from PSPCL - Affidavit regarding non-defaulter of EPF, ESI, GST & SERVICE TAX of last five years (or as applicable) & regarding non Blacklisting of firm duly attested by Executive Magistrate. - Copy of proof of Registration under Building And Other Construction Work Act 1996 under Section 7 & 12 or an undertaking to submit the same within one month from commencement of work. 	Part-II	Upload

14.	Average Annual financial turnover of the bidder during the last 3 years i.e. April 2021 to March 2024 equal to the value of tender cost or more than the tender cost. In case of consortium, Lead bidder shall satisfy 60% of the turnover requirement while the other bidder should have minimum 20% of the turnover requirement.	Part-II	Upload
15	Documentary proof regarding "Certified Industrial Employment (Standing Orders)" as per "The Industrial employment (standing orders) Punjab rules 1978.	Part-II	Upload
16	Price Bid/BOQ) duly filled up complete in all respects.	Part-III	Upload
17	Any other documents by the bidder		

Note: *Relevant supporting documents must be uploaded.

Date:

SIGNATURE OF TENDERER

Place:

NAME:

Designation and Seal:

ANNEXURE-E**Experience and Turnover**

This includes the Bidder experience in handling similar kind of works in various Govt., Private/ PSU organizations. Bidder should submit satisfactory performance certificate from various utilities in respect of experience in execution of similar works. The firm should not have been blacklisted/debarred by any Power utility in India at the time of submission of bid.

The details may be given in Performa given below. The bidder may also use his own Performa if he wants to provide additional information.

Sr. No.	Name of Client	Project Implemented for (Govt./Semi Govt./PSU/ MNC's)	Name of Work	Contract value	Work order no. & date	No of years of experience	Clients reference

Note: a) Relevant supporting documents may be attached.

ANNEXURE-F**DEVIATION SCHEDULE**

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

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

We hereby certify that the above mentioned are the only deviations from Purchaser's aforesaid specifications and general conditions.

Note: The tenderer is to clearly indicate any deviation in technical & general terms and conditions in this Annexure only. In case, the Technical Specification as well as General conditions of Tender Specifications are acceptable in to the word 'NIL' shall invariably be put in the above Columns. In case, nothing is mentioned here then it shall be presumed that there is no deviation in the offer and terms and conditions of the specifications are acceptable to the bidder in to.

ANNEXURE-G**ABSTRACT OF TERMS AND CONDITIONS**

(To be filled online)

1. Earnest Money Deposit
 - a. Contractor's online payment details
 - b. Proof of deposit of cash, if deposited
2. Validity (120 days)
3. Terms of Payments

Whether agreeable to PSPCL's terms	Yes / No
------------------------------------	----------
4. Schedule date of Completion

Whether agreeable to PSPCL's terms	Yes / No
------------------------------------	----------
5. Guarantee

Whether agreeable to PSPCL's terms	Yes / No
------------------------------------	----------
6. Penalty

Whether agreeable to PSPCL's terms	Yes / No
------------------------------------	----------
7. Whether agreed to technical specifications/
scope / objective of work and drawings

	Yes / No
--	----------
8. Whether photo copies of clearances from
Income tax department have been enclosed

	Yes / No
--	----------
9. Whether registered with PSPCL

	Yes/No
--	--------

If No Registration fee as applicable must deposited before opening the price bid.

DATE:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

PLACE:

NAME

DESIGNATION & SEAL

ANNEXURE-H

AFFIDAVIT

I, S/o Sh. R/o H.
No....., do hereby
solemnly affirm and declare on oath as under:-

1. That I am permanent resident of above given address.
2. That the firm had not been defaulter in respect of deposition of SERVICE TAX, GST, EPF, ESIC to the concerned department for the workers deployed against work orders placed by PSPCL on it during the last five years. In any case the responsibility for deposition of SERVICE TAX, GST, EPF, ESIC of the workers engaged by the firm shall lie with the firm only. In case the firm is found defaulter at any stage in this regards the contract shall be cancelled/Terminated without any notice.
3. That nothing is due towards our A/c no..... of EPF. The firm has cleared all the EPF dues upto-date.
4. That the firm M/s is not Blacklisted/debarred by any Government/Semi Government/Public Sector/PSPCL.
5. That my above given statement is true and correct.

DEPONENT

VERIFICATION:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Date:

DEPONENT

ANNEXURE-I

UNDERTAKING

I,shall furnish labour license/exemption certificate from labour deptt. as per labour laws within Two Months from Commencement of work.

ANNEXURE-J

UNDERTAKING

I,shall furnish the registration under section 7 & 12 of the Building And Other Construction Workers (Regulation Of Employment And Conditions Of Service) Act, 1996 with in one month from commencement of work. I also give undertaking that I shall comply with all terms and conditions of Tender Specifications.

ANNEXURE-K*FORM OF POWER OF ATTORNEY FOR JOINT VENTURE*

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/sbeing the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package the bids for which have been invited

By

Chief Engineer/DS West Zone Bathinda

Punjab State Power Corporation Limited

Admin Building, GNDTP, Malout Road, Bathinda (Punjab) 151001

Telephone Nos.: 0164-2920111

Mobile: 96461-14502, 96461-14504, 96461-04114

Email: ce-ds-west@pspcl.in, sedsbti@gmail.com

(Hereinafter called the 'PSPCL') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the PSPCL on behalf of the "Joint Venture".
- ii) To negotiate with the PSPCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the PSPCL for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the PSPCL and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on thisday of..... under the Common Seal(s) of their Companies.

for and on behalf of the Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

- 1. Signature.....
Name
Designation
Occupation
- 2. Signature.....
Name
Designation
Occupation

Note:

- 1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
- 2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

ANNEXURE-L**FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS**

THIS JOINT DEED OF UNDERTAKING executed on this..... day of.....Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. a Company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract"{in case of award}] against the Specification No..... for (*insert name of the package along with project name*)of(*insert names of the PSPCL*), a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at:

Chief Engineer/DS West Zone, Bathinda, Punjab State Power Corporation Limited
Telephone Nos.: 0164-2920111, Mobile: 96461-14502, 96461-14503, 96461-04114
Email: ce-ds-west@pspcl.in (hereinafter called the 'PSPCL')

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the PSPCL invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under the specification no. 01/CE/DS WEST ZONE, BATHINDA/2024-25

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 9.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the PSPCL vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the PSPCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the PSPCL for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the PSPCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the PSPCL, on its demand without any demur. It shall not be necessary or obligatory for the PSPCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the PSPCL can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the PSPCL.
4. The financial liability of the Parties of this Deed of Undertaking to the PSPCL, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the PSPCL in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the PSPCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of	For Lead Partner (Party No.-1)
has been affixed in my/ our	For and on behalf of M/s
presence pursuant to Board of
Director's Resolution dated	
Name	
Designation	(Signature of the authorized
Signature	representative)

WITNESS :

I.

II.

Common Seal of	For Lead Partner (Party No.-1)
has been affixed in my/ our	For and on behalf of M/s
presence pursuant to Board of
Director's Resolution dated	
Name	
Designation	(Signature of the authorized
Signature	representative)

WITNESS :

I.

II.

Common Seal of	For Party No.-2
has been affixed in my/ our	

presence pursuant to Board of
Director’s Resolution dated

For and on behalf of
M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of

For Party No.-3

has been affixed in my/ our

For and on behalf of M/s.

presence pursuant to Board of

.....

Director’s Resolution dated

Name

Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

ANNEXURE-M

UNDERTAKING

I, shall furnish A Class contactor license issued from CEI, GOP, Patiala within three months from the date of issue of work order.

ANNEXURE-N**Performa for ID Card :-**

Front Side :- **Company logo and name of Firm/Company**

Name :-
Father Name :-
Adhaar Card No. :-
EPF No. :-
Address :-
Mobile No. :-

Back Side :-

Blood Group :-
Firm/Company Name :-
Manager of Firm/Company :-

ANNEXURE –O**PSPCL Policy Issued Vide Office Order No. 10/IRO-676 dated 08-12-2023.****PUNJAB STATE POWER CORPORATION LTD****(Regd. Office P.S.E.B., CIN-U40109PB2010SGC033813, The Mall Patiala-147001)****Deputy Secretary/ Industrial Relations, Patiala****Mobile No. 096461-55502 Fax No. 0175-2215897 Email:irsectionpspcl@gmail.com**

Office order No. 10

I.R.O.- 676

Dated: 8/12/23

PSPCL is engaged in providing un-interrupted power supply to its valuable consumers. In this process certain activities may be engaged which are hazardous to human life. PSPCL has been paying compensation to its Regular employees, Contractual employees, Contractor's workers and Private persons in case of fatal/non-fatal accidents occurring during the course of employment & in employment, irrespective of the fact that the accident has occurred due to electrocution or otherwise and private persons have also been paid compensation in the case of fatal/ non-fatal accidents occurring due to electrocution on PSPCL's electric network for the negligence on the part of PSPCL in accordance with various statutory provisions and regulations.

It has been felt that a comprehensive accidental compensation policy be framed. The salient features of this policy are as under:

1. **Type of Accidents:** Depending upon the severity of the accident and its impact on human beings, the accidents are classified as under:-
 - I. **Fatal accident:-** Resulting into the death of human beings.
 - II. **Non-Fatal Accidents:-** Resulting into disability to human beings.

Depending upon the disability, these non-fatal accidents are further classified as under:-

- (a) Accidents resulting in permanent disability.
- (b) Accidents resulting in partial disability.
- (c) Accident resulting in temporary disability.

Explanation: An accident means :

- (a) **For Regular employees, Contractual employees & Contractor's workers-**
A Fatal/ Non-fatal accident occurring during the course of employment & in employment, irrespective of the fact that the accident has occurred due to electrocution or otherwise.
- (b) **For a private persons-**
A fatal/ Non-fatal accident occurring due to electrocution on PSPCL's electric network.

Provided that an accident occurring due to negligence and willful act of a private person shall be excluded from this policy.

2. Category of the affected person:-

The affected category of persons covered under this policy is as under:-

- i. Regular employees of PSPCL
- ii. Contractual workers directly hired by PSPCL.
- iii. Contractual workers hired by contractors/outsourced agencies for executing PSPCL's works.
- iv. Private Persons :
 - (a) Adult
 - (b) Minor (whose age is less than 16 years)

3. Compensation under this scheme for various categories of affected persons is as under:



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A. PSPCL's Regular Employees:

FATAL ACCIDENT	NON FATAL ACCIDENT
<p>1. Payment of compensation in accordance with the provisions of Employee's Compensation Act, 1923.</p> <p style="text-align: center;">OR</p> <p>Payment of Ex-gratia amounting to Rs. 10.00 Lac in accordance with finance circular No. 20/21 read with Secretary PSEB Patiala Circular Memo No. 26943/ 27565/ Spl. 3 dated 08.02.1974</p>	<p>1. Provision regarding payment of Disablement compensation in accordance with the provisions of Employee's Compensation Act, 1923.</p> <p style="text-align: center;">OR</p> <p>Payment of Ex-gratia amounting to Rs. 10.00 Lac in accordance with finance circular No. 20/21 read with Secretary PSEB Patiala Circular Memo No. 26943/27565/Spl. 3 dated 08.02.1974</p>
<p>2. Accidental Group Insurance amounting to Rs. 1.00 Lakh in accordance with Joint Secy./ Personnel office Memo no. 20872/22281 dt. 02.03.2007.</p>	<p>2. Provision regarding advance payment for cost of treatment up to 80% (in private /Govt. Hospitals) in accordance with Deputy Secy / P&R memo no. 72216/ 416/ REG/16/Loose-2 dated 20/7/2011.</p> <p>3. Service benefits as provided under Persons with Disabilities (Equal Opportunities, Protection of Rights, and Full Participations) Act, 1995.</p>



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It has been decided to extended facility of providing medical advance for the treatment of injured employee immediately after occurrence of accident. For this purpose competency will be as under:

- (a) Sr.Xen - Upto Rs. 1,00,000/-
 - (b) SE - Upto Rs. 2, 00,000/-
 - (c) CE - Upto Rs. 3,00,000/-
- The concerned Sr.Xen/ DDO shall satisfy himself before disbursement that the amount being disbursed is genuine and in accordance with the requirement of treatment.
 - The medical advance paid as above will be recovered from the medical bills submitted by the victim for reimbursement.
 - In case the victim dies during the treatment, then on presentation of the medical bills by the legal heirs of the victim, medical advance paid as above shall be adjusted against the medical re-imburement.

Provided in case the employee dies during the treatment, if the reimbursement amount falls short of the medical advance then the shortfall of medical advance shall not be recovered from the Death-cum - Retiral benefits and the same may be got written off from the competent authority i.e. CMD, PSPCL.



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B. Contractual Workers (Directly hired by PSPCL)

FATAL ACCIDENT	NON FATAL ACCIDENT
<p>1. Provision regarding payment of ex-gratia amounting to Rs 10 Lakh in case of death due to an accident occurring during the course of employment and in employment (as per decision of the BODs dt. 25/10/2023).</p> <p>2. Group insurance of Rs. 10.00 Lakh (as per decision of the BODs dated. 25/10/2023).</p> <p>3. Dependent benefits (family pension) to the legal heirs of the Deceased in accordance with the provisions of Employees State Insurance Act, 1948.</p>	<p>1. (a) In case of non-fatal accident resulting into 100% permanent disability, a lump-sum compensation amount of Rs. 10.00 lac as Ex-gratia. (b) If the disability is less than 100% then compensation shall be paid on pro rata basis depending upon the percentage of disability.</p> <p>2. Disablement benefits as per terms and conditions of the group insurance.</p> <p>3. Treatment / Reimbursement of medical expenditure and Disablement benefits (Both temporary and permanent disablement as per Employees State Insurance Act, 1948.</p>

C. Contractor's workers (through contractors/outsourced agencies)

FATAL ACCIDENT	NON FATAL ACCIDENT
<p>1. Payment of Ex-gratia amounting to Rs. 10 Lac in case of death due to an accident occurring during the course of Employment and in employment (As per BODs decision dated 25.10.2023).</p>	<p>1. (a) In case of non-fatal accident resulting into 100% permanent disability, a lump-sum compensation amount of Rs. 10.00 lac as Ex-gratia. (b) If the disability is less than</p>

<p>2. Group Insurance 10 lacs as per the terms and conditions of the contract. (As per BODs decision dated 25.10.2023)</p> <p>3. Dependent benefits to the legal heirs of deceased in accordance with the provisions of Employees State Insurance Act, 1948.</p>	<p>100% then compensation shall be paid on pro rata basis depending upon the percentage of disability.</p> <p>2. Disablement benefits as per the terms and conditions of Group Insurance.</p> <p>3. Treatment/ Reimbursement of medical expenditure and disablement benefits (Both for temporary and permanent disablement as per Employees State Insurance Act, 1948).</p>
---	---

D. Private Person (Adult)

FATAL ACCIDENT	NON FATAL ACCIDENT
<p>Payment of compensation In accordance with the provisions of Employees compensation Act, 1923 as per PSPCL's Delegation of Powers Regulation No.130.</p>	<p>Payment of disablement compensation In accordance with the provisions of Employees compensation Act, 1923 as per PSPCL's Delegation of Powers Regulation No.130</p>



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E. Private Person (Minor, means whose age is below 16 yrs. of age)

FATAL ACCIDENT	NON FATAL ACCIDENT
Payment of compensation in accordance with the provisions of Employee's Compensation Act, 1923. Considering the victim as above 16 years of age.	Payment of disablement compensation in accordance with the provisions of Employee's Compensation Act, 1923, considering the victim as above 16 years of age.

Note: Since, the age factor for person having age less than 16 years is not available in the Employees Compensation Act 1923, accordingly, the age factor for the 16 years (being the highest age factor) shall be considered for working out the amount of compensation.

4. The authority to sanction the compensation under the above policy shall be as provided under PSEB delegation of powers.

5. Procedure for compensation (For Regular Employees):

A. It will be the responsibility of the SDO concerned to obtain following relevant documents to process with fatal/ non-fatal accidents compensation cases and shall submit to Sr.XEN within 15 days:-

- (i) Copy of FIR/Police Panchnama/DDR
- (ii) Copy of Post Mortem report.
- (iii) Investigation report of CEI.
- (iv) Duty certificate.
- (v) Claim application of authorized legal heir of the deceased.
- (vi) Disability Certificate issued by competent authority.



- B. Concerned XEN will verify above documents & submit the case to concerned SE along with the following documents within 7 days:
- (i) DOB as per service book.
 - (ii) Last Pay Drawn Certificate.
 - (iii) Recommendation of compensation.
- C. Concerned SE will forward the case to CE along with his recommendation of compensation within 04 days.
- D. CE will approve the compensation under Employee's Compensation Act, 1923.
- E. The entire process of the payment of compensation will be completed within 30 working days from the date of receipt of the application.
6. **Procedure for final compensation (For Contractual Employees directly hired by PSPCL) –**
- A. **Ex-gratia :**
The claim for Ex-gratia will be presented to Deputy Secretary/IR in terms of SE/Personnel, PSPCL, Patiala Memo no. 56950/57900 ENG-2/loose/2/8/19 dt 17.9.19.
- B. **Compensation:**
- (i) For claiming compensation Under ESI Act 1948, the concerned officer in-charge shall take up the matter with ESI authorities for sanctioning of the compensation to the deceased/Victim by procuring the relevant documents as required by ESI authorities.
 - (ii) In case the worker has not been registered under ESI Act 1948, then his case for compensation shall be considered as per



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Employee's Compensation Act, 1923 in accordance with the procedure detailed out in Para no. 5 above.

C. **Group Insurance:**

On the receipt of the relevant documents from the victim/family of the deceased, the concerned officer in-charge shall get the claim for Group Insurance settled from the company through which the insurance has been taken.

7. **Procedure for final compensation (For Workers hired through Contractors/ Outsourced agencies).**

A. **Ex-gratia :**

- (i) For contractual workers (other than CHB), the claim for Ex-gratia will be presented to Deputy Secretary/IR in terms of SE/personnel PSPCL Patiala memo no. 56950/57900 ENG-2/loose/2/19 dt 17.9.19 and BOD's decision dated 25.10.2023
- (ii) For contractual workers (CHB) the amount of ex-gratia will be released by the concerned contractor immediately after the occurrence of accident, preferably before completion of the last rites of the victim. In case of his failure to do so PSPCL will grant the amount of ex-gratia from its own funds to the next kin of the victim and recover the amount from the outstanding payable to the contractor.

B. **Group Insurance :**

On the receipt of the relevant documents from the victim/family of the deceased, the concerned contractor/outsourced agency





shall get the claim for Group Insurance settled from the company through which the insurance has been taken.

C. **Compensation:**

- (i) For claiming compensation Under ESI Act 1948, the concerned officer in-charge shall take up the matter with ESI authorities for sanctioning of the compensation to the deceased/Victim by procuring the relevant documents as required by ESI authorities.
- (ii) In case the worker has not been registered under ESI Act 1948, then his case for compensation shall be considered by PSPCL being "Principal Employer" as per Employee's Compensation Act, 1923 in accordance with the procedure detailed out in Para no.5 above.

Provided that the compensation amount so paid shall be recovered from any amount payable to the contractor and if no amount is outstanding against the contractor, then the amount so paid shall be recovered by filling civil suit against the contractor/outsourced agency.

8. **Procedure for final compensation (For Private Persons).**

- A. On receipt of the application, it will be the responsibility of the concerned SDO to obtain relevant documents such as:
- (i) Copy of FIR/ Police Panchnama/DDR
 - (ii) Copy of Post Mortem Report.
 - (iii) Proof of age of the deceased/Victim

- (iv) Proof of income such as salary certificate of employer, Panchayat Certificate of Income for Rural area and from Municipal Corporation for Town area or from any other Competent Authority.
- (v) Chief Electrical Inspector's (CEI) investigation report.
- (vi) Disability Certificate issued by competent authority.
- B. For all eligible cases, the concerned SDO shall submit the documents to Sr.XEN concerned.
- C. Concerned Sr.XEN will verify all the documents and satisfy himself that the death of the victim was caused by electric shock in PSPCL's Electrical Infrastructures or equipment's and not in private premises. He shall further ensure that the accident with private person has not occurred due to his own negligence. Thereafter, he will finally submit the case to the Circle office.
- D. Concerned SE shall forward the case along with his recommendation for compensation within 04 days to Chief Engineer. CE will take decision on payment of compensation accordingly.
- E. The entire process of the payment of compensation will be completed within 30 working days.

NOTE:-

- (i) The purpose of report of Chief Electrical Inspector (CEI) is to ascertain the cause of accident for taking remedial measures to avoid accidents in future. However, for sanction of compensation by competent authority, the report of Chief Electrical Inspector (CEI) is not mandatory requirement in all categories.



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- (ii) The provisions for compensation as provided in this policy are not exhaustive. The victim or his legal heirs will be entitled for additional compensation as provided in any law for the time being in force.
- (iii) All the pending cases of accidents occurring due to electrocution with private person shall be considered under this policy and disposed of as provided herein.
- (iv) For any ambiguity regarding interpretation/ amendment of this policy, Deputy Secy./IR shall issue necessary clarification.

This has been issued with the approval of competent authority.


 Manager/IR
 PSPCL Patiala

Endst. No. 5599/6036 I.R.O. - 676 Dated: 8/12/23

Copy of above is forwarded to the following for information and

further necessary action:-

1. DGP/ V&S , PSPCL, Patiala.
2. All GMs, Er-in- Chiefs, CEs, PSPCL/PSTCL.
3. Cost Controller, Chief Auditor, CFO, Financial Advisor, PSPCL.
4. All CAOs, PSPCL, Patiala.
5. Dy. CEs, SEs , Dy. CAOs, Legal Advisor, PSPCL.
6. All Addl. SEs, Manager/HR, Dy. Secys, PSPCL.
7. All AEEs , Under Secy., Dy. Manager/HR, PSPCL.
8. All AOs, AEs/, AM/HRs/IRs, Supdt. Gr-1, PSPCL.


 Manager/IR
 PSPCL Patiala

Enclosed: As above

ANNEXURE –P**T&P and Safety Kits :-**

Sr. No.	Description	Per Worker or CHB or CHW/CHH	Specification and Makes
1	Rubber Insulated Combination Side Cutting Plier 200mm	Per Worker	ISI marked Rubber Insulated Combination Side Cutting Plier of Normal size 200 mm as per IS:3650:1981 (with latest amendments, if any) with insulating sleeves tested upto 2800 volts (r.m.s.) A.C. as per IS:2615:1981 (with latest amendments, if any) & IS: 6078:1981 (with latest amendments, if any)
2	Insulated Electrician's Screw Driver Set (8 Pieces)	Per Worker	Insulated Screw Drivers set with plastic handle and sleeves generally conforming to IS:844(Part-I & II) 1979 and IS:2543:1964 (with latest amendments, if any).Certified by Govt. approved test house/Accredited Lab.
3	Side Wrench 250 mm (adjustable)	Per Worker	ISI marked slide Wrench made up of Grade-2 (Normal duty) and shall be accurately machined as per IS:6149:1984
4	Neon Tester	Per Worker	Neon tester suitable for use on electrical circuits with voltage from 100 to 250 Volts generally conforming to IS:5579:1985 and IS:844 (with latest amendments, if any). Certified by Govt. approved test house/Accredited Lab.
5	Rubber Insulated Hand Gloves (Pair) (for LT/11KV)	Per Worker	Rubber Hand Gloves(Pair) (for 11KV) to be used for electrical purposes as per IS 4770/1991(with latest amendments). The gloves should be Gauntlet type with Overall Length of 400 mm and shall be type-4 conforming the following characteristics :- Max. working potential (r.m.s) 17000 volts Proof(Test) potential (r.m.s) 25000 volts Breakdown Voltage(Min) 30000 volts Max. leakage current (r.m.s.) 16 milli amp. at the test potential The international standards are also acceptable provided that standards are equivalent to or better than the corresponding Indian standards.
6	Lineman Pole Safety Belt	Per Worker	ISI Marked Lineman Pole safety Belt Class-P Conforming to IS :3521:1999 (with latest amendments) with clear marking of wearing instructions along with wearing/upkeep guidelines. The international standards are also acceptable provided that standards are equivalent to or better than the corresponding Indian standards.
7	Double end open spanner set comprising of 12 pieces (6mm to 32 mm)	Per Worker	Double end open spanner of chrome plated of size 30*32, 25*28, 24*26,21*23, 20*22, 18*19, 16*17, 14*15, 12*13, 10*11, 8*9, 6*7 mm as per IS 2028 (with latest amendments, if any) Spanners must be of high grade steel and must be accurately machined.

8	Tool Kit Canvas Kit Bag with Shoulder Straps.	Per Worker	Tool Kit Bag of size 53 cm * 28 cm * 25 cm made of Single piece best quality waterproof canvass with lengthwise partition with zip from front of Bag. The Partition shall be provided for Rubber Gloves. The Slings should be made of best quality webbing cloth and workable and properly stitched to the covering flap. The bag should have a belt of best quality webbing cloth 3.5 cm width fixed at a distance of 3cm from the top on the partition canvass in the large portion of the bag
9	Rechargeable LED Torch 6 Volt, SLA Battery 3 Watt Power LED.	Per Worker	Maintenance free Rechargeable LED Torch fitted with 6 Volt maintenance free SLA battery and having 3 watt power LED. The torch shall have SMPS circuit- input voltage range 100-280 V with overcharging and over discharge protection. The Torch should have arrangements for hanging in convenient working position.
10	Safety Helmets with Torch (For 11KV)	Per Worker	ISI Marked Safety Helmets with Torch (Electrical) (Size-52 to 62 cm) with removable sensor (for sensing Live AC Lines from a minimum distance of 6.5 feet) as per IS 2925:1984 & approved under ANSI Z89.1.2009 type 1 class E tested at 20 KV (a) ISI marking is not applicable for removable sensor. (b) Minimum distance of 6.5 Feet for sensing Live AC Lines is applicable for 11 KV voltage.
11	Safety Shoes and Gumshoes	Per Worker	
12	Cutter	Per Worker	
13	Hammer	Per Worker	
14	Rope	Per Worker	
15	Testing Bulb	Per Worker	
16	1 Ladder	for every 1500 connections	
17	Hack Saw	Per Worker	
18	Testing Rod	Per Worker	
19	Rain Coats	Per Worker	
20	One Number HT Earthing stick set and One Number LT Discharge Rod Set (Portable) shall be provided per CHW/CHH Vehicle.	Per CHB/CHW/CHH	
21	Safety Chain	Per CHB/CHW/CHH	
22	Discharge Rod HT	Per CHB/CHW/CHH	

ANNEXURE -Q**IR memo no. 10136/10495 dated 13-09-2024.**

ਪੰਜਾਬ ਸਟੇਟ ਪਾਵਰ ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਟਿਡ
(ਰਜਿਸਟਰਡ ਦਫ: ਪੀ.ਐਸ.ਈ.ਬੀ. ਹੋਡ ਆਫਿਸ, CIN-U40109PB2010SGC033813 ਦੀ ਮਾਲ ਪਟਿਆਲਾ-147001)
ਉਪ ਸਕੱਤਰ/ਉਦਯੋਗਿਕ ਸੰਪਰਕ ਵਿਭਾਗ, ਪਟਿਆਲਾ (ਭਲਾਈ ਭਾਗ)

Mobile No. 096461-55502 Fax No. 0175-2215897 Email: supdtwelfare@pspl.in

ਵੱਲ

ਸਾਰੇ ਇੰਜੀਨੀਅਰਜ਼-ਇੰਨ-ਚੀਫ/ਜਨਰਲ ਮੈਨੇਜਰ/
ਮੁੱਖ ਇੰਜੀਨੀਅਰਜ਼/ਵਿਭਾਗਾਂ ਦੇ ਮੁੱਖੀ ਅਧੀਨ ਪੀਐਸਪੀਸੀਐਲ।

ਮੀਮੋ ਨੰ: 10136/10495 ਮਿਤੀ: 13-9-24

ਵਿਸ਼ਾ:- ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਵਿਚ ਕੰਮ ਕਰਦੇ ਰੈਗੂਲਰ ਮੁਲਾਜ਼ਮਾਂ ਅਤੇ ਠੇਕਾ /ਆਊਟਸੋਰਸ/ਠੇਕੇਦਾਰਾਂ ਰਾਹੀਂ ਕੰਮ ਕਰਦੇ ਕਾਮਿਆਂ ਨਾਲ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਦੇ ਡਿਸਟ੍ਰੀਬਿਊਸ਼ਨ/ਟ੍ਰਾਂਸਮਿਸ਼ਨ/ਜਨਰੇਸ਼ਨ ਸਿਸਟਮ ਤੇ ਡਿਊਟੀ ਦੌਰਾਨ ਕੰਮ ਕਰਦੇ ਹੋਏ ਵਾਪਰੇ ਘਾਤਕ ਹਾਦਸੇ ਵਿਚ ਜਾਨ ਗਵਾਉਣ ਵਾਲੇ ਮ੍ਰਿਤਕ ਕਰਮਚਾਰੀਆਂ/ਕਾਮਿਆਂ ਦੇ ਕਾਨੂੰਨੀ ਵਾਰਸਾਂ ਨੂੰ ਮਿਲ ਰਹੀ ਵਿੱਤੀ ਮਦਦ ਵਿਚ ਵਾਧਾ ਕਰਨ ਸਬੰਧੀ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿਚ ਸੂਚਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਪੀਐਸਪੀਸੀਐਲ ਵਿਚ ਕੰਮ ਕਰਦੇ ਰੈਗੂਲਰ ਮੁਲਾਜ਼ਮਾਂ ਅਤੇ ਠੇਕਾ ਆਊਟਸੋਰਸ/ਠੇਕੇਦਾਰਾਂ ਰਾਹੀਂ ਕੰਮ ਕਰਦੇ ਕਾਮਿਆਂ ਨਾਲ ਪੀਐਸਪੀਸੀਐਲ ਦੇ ਡਿਸਟ੍ਰੀਬਿਊਸ਼ਨ/ਟ੍ਰਾਂਸਮਿਸ਼ਨ/ਜਨਰੇਸ਼ਨ ਸਿਸਟਮ ਤੇ ਡਿਊਟੀ ਦੌਰਾਨ ਕੰਮ ਕਰਦੇ ਹੋਏ ਵਾਪਰੇ ਘਾਤਕ ਹਾਦਸੇ ਵਿਚ ਜਾਨ ਗਵਾਉਣ ਵਾਲੇ ਮ੍ਰਿਤਕ ਕਰਮਚਾਰੀ/ ਕਾਮੇ ਦੇ ਕਾਨੂੰਨੀ ਵਾਰਸਾਂ ਨੂੰ ਮਿਲ ਰਹੀ ਮੌਜੂਦਾ ਵਿੱਤੀ ਮਦਦ ਵਿਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਵਾਧਾ ਕੀਤਾ ਜਾਂਦਾ ਹੈ: -

1. ਰੈਗੂਲਰ ਕਰਮਚਾਰੀਆਂ ਲਈ ਵਿੱਤ ਸਰਕੂਲਰ ਨੰ: 20/2021 ਦੀ ਲਗਾਤਾਰਤਾ ਵਿਚ ਐਕਸਗ੍ਰੇਸ਼ੀਆ ਦੀ ਰਕਮ 10 ਲੱਖ ਰੁਪਏ ਤੋ ਵਧਾ ਕੇ 30 ਲੱਖ ਰੁਪਏ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।
2. ਠੇਕਾ/ਆਊਟਸੋਰਸ/ਠੇਕੇਦਾਰਾਂ ਰਾਹੀਂ ਕੰਮ ਕਰਦੇ ਕਾਮਿਆਂ ਲਈ ਐਕਸਗ੍ਰੇਸ਼ੀਆ ਦੀ ਰਕਮ 10 ਲੱਖ ਰੁਪਏ ਤੋ ਵਧਾ ਕੇ 20 ਲੱਖ ਕੀਤੀ ਜਾਂਦੀ ਹੈ। ਇਹ ਵਾਧਾ ਇਨ੍ਹਾਂ ਕਾਮਿਆਂ ਨੂੰ ਅਦਾ ਕੀਤੀ ਜਾ ਰਹੀ 10 ਲੱਖ ਰੁਪਏ ਦੀ ਗਰੁੱਪ ਇੰਸ਼ੂਰੈਂਸ ਦੀ ਰਕਮ ਤੋਂ ਵੱਖਰਾ ਹੋਵੇਗਾ।

ਇਹ ਹਦਾਇਤਾਂ ਮਾਨਯੋਗ ਬੀਓਡੀਜ਼ ਤੋਂ ਰੈਟੀਫਾਈ ਕਰਵਾਉਣ ਦੀ ਸ਼ਰਤ ਤੇ ਜਾਰੀ ਕੀਤੀਆਂ ਜਾਂਦੀਆਂ ਹਨ।
ਇਹ ਮਾਨਯੋਗ ਸੀਐਮਡੀ ਸਾਹਿਬ ਜੀ ਦੀ ਪ੍ਰਵਾਨਗੀ ਨਾਲ ਜਾਰੀ ਕੀਤਾ ਜਾਂਦਾ ਹੈ।

ਨੋਟ:- ਉਪਰੋਕਤ ਹਦਾਇਤਾਂ ਕੇਵਲ ਪੀਐਸਪੀਸੀਐਲ ਦੇ ਡਿਸਟ੍ਰੀਬਿਊਸ਼ਨ/ਟ੍ਰਾਂਸਮਿਸ਼ਨ/ਜਨਰੇਸ਼ਨ ਸਿਸਟਮ ਤੇ ਡਿਊਟੀ ਦੌਰਾਨ ਕੰਮ ਕਰਦੇ ਹੋਏ ਵਾਪਰੇ ਘਾਤਕ ਹਾਦਸੇ ਵਿਚ ਜਾਨ ਗਵਾਉਣ ਵਾਲੇ ਰੈਗੂਲਰ ਕਰਮਚਾਰੀਆਂ/ ਠੇਕਾ /ਆਊਟਸੋਰਸ/ਠੇਕੇਦਾਰਾਂ ਰਾਹੀਂ ਕੰਮ ਕਰਦੇ ਕਾਮਿਆਂ ਦੇ ਕੇਸ ਵਿਚ ਹੀ ਲਾਗੂ ਹੋਣਗੀਆਂ।

ਰਾਮਕਿਸ਼ੋਰ ਸਿੰਘ
ਮੈਨੇਜਰ/ਆਈ.ਆਰ.,
ਪੀਐਸਪੀਸੀਐਲ, ਪਟਿਆਲਾ।

ਸੀਸੀ:
1. ਸੀਨੀ.ਪੀ.ਐਸ. ਟੂ ਸੀਐਮਡੀ, ਪੀਐਸਪੀਸੀਐਲ
2. ਸੀਨੀ. ਪੀ.ਐਸ.ਟੂ ਡਾਇ: / ਵੰਡ/ ਐਚ.ਆਰ./ ਵਿੱਤ/ ਪ੍ਰਬੰਧਕੀ, ਪੀਐਸਪੀਸੀਐਲ, ਪਟਿਆਲਾ।

SECTION-VIII (PRICE BID)**Annexure-I**

TENDER ENQUIRY No. 01/CE/DS WEST ZONE, BATHINDA/2024-25													
Work allocated under Zone		CE/DS West Zone, PSPCL, Bathinda											
Minimum Wages/Allowances payable per Worker													
Minimum Wages skilled category (as on 01.09.2024)	EPF Contribution		ESI Contribution		Labour Welfare		Bonus @8.33% of Rs. 7000/- or minimum wages, whichever is higher	Uniform	Misc, Mobile	Minimum Carry home net wages	T&P, Safety Kit	Group Insurance	Gross Total to PSPCL account for one worker
	Employee share @ 12%	Employer share @ 13%	Employee share @ 0.75%	Employer share @ 3.25%	Employee Share (To be filled by Zone)	Employer Share (To be filled by Zone)							
12673.04	1520.76	1647.50	95.05	411.87	5	20	1055.66	85.00	343	12535.89	500	80	16816.07
Note:- The Bonus is admissible @8.33% of Rs.7000/-or minimum wages, whichever is higher upto maximum basic pay of Rs 21000/-													
Price Bid CHB and Minimum Wages/Allowances payable to the workers													
Part A1	Cost of per CHB including Rest Reliever (2 workers plus rest reliever i.e 2 x 7/6)												39237.50
Part A2	Extra allowances payable Per CHB Including rest reliever by PSPCL												
Hire and running expenses of Motor Bike				Bike Petrol				Total				Gross Total including allowances to PSPCL account	
1500				3000				4500				43737.50	
Part B1	Contractor profit (in Rupees) including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission and for two workers (including rest reliever)												TO BE QUOTED ONLINE
Part C1	Total quoted value of one CHB including Rest Reliever per month Contractor profit (in Rupees) including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission for two workers (including rest reliever)												
GST @18% (on part C-1)													
Labour Cess @1% on Part C-1													
GRAND TOTAL (PART C-1+GST+Labour Cess)													

Price Bid CHW and Minimum wages/Allowances payable to the workers				
Part A1	Cost of per CHW including Rest Reliever (8 workers plus rest reliever i.e 8 x 7/6 in double shifts)			156950.02
Part A2	Extra allowances Per CHW Including rest reliever by PSPCL			
	Hire and running expenses of Wagon	Wagon Diesel	Total	Gross Total including allowances to PSPCL account
	15000	21250	36250	193200.02
Part B1	Contractor profit (in Rupees) including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission and for eight workers (including rest reliever)			TO BE QUOTED ONLINE
Part C1	Total Monthly quoted value of one CHW including Rest Reliever per month (cost of total workers including rest reliever + premium quoted in Rs.) (Part A2 + Part B1)			
GST @18% (on part C-1)				
Labour Cess @1% on Part C-1				
GRAND TOTAL (PART C-1+GST+Labour Cess)				
Price Bid CHH and Minimum wages payable to the workers				
Part A1	Cost of per CHH including Rest Reliever (8 workers plus rest reliever i.e 8 x 7/6 in double shifts)			156950.02
Part A2	Extra allowances Per CHH Including rest reliever by PSPCL			
	Hire and running expenses of Hydraulic	Hydraulic Diesel	Total	Gross Total including allowances to PSPCL account
	15000	31875	46875	203825.02
Part B1	Contractor profit (in Rupees) including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission and for eight workers (including rest reliever)			TO BE QUOTED ONLINE
Part C1	Total Monthly quoted value of one CHH including Rest Reliever with hydraulic Lift per month Contractor profit (in Rupees) including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission and for eight workers (including rest reliever)			
GST @18% (on part C-1)				
Labour Cess @1% on Part C-1				
GRAND TOTAL (PART C-1+GST+Labour Cess)				

Price Bid**Annexure-II**

Price Bid/Bill of Quantities (BOQ)					
SR. NO.	DESCRIPTION	MONTH	QUANTITY	Unit Price including quoted premium (including GST and Labor Cess)	AMOUNT FOR YEAR (Rs.)
A	B	C	D	E	$F=C*D*E$
1	CHB	12	308	Amount of Grand Total of Annexure 'I'	
2	CHW (for two shifts)	12	12	Amount of Grand Total of Annexure 'II'	
3	CHH (with Hydraulic lifter) (for two shifts)	12	1	Amount of Grand Total of Annexure 'III'	
Total (1+2+3)					

SPECIAL NOTE:-

- Bidder shall only quote figure in Rupees under Part B-1 in the annexure A, B & C. Values in part A-1 and A-2 (minimum wages & extra allowances) are mandatory.
- Bidder is not allowed to offer any discount on part- A-1 and A-2 (minimum wages & extra allowances) and his bid will be rejected if any discount is offered.
- Amount of Grand total shown in of Annexure A, B & C will be paid into the contractor's account and the statutory deductions will be made there of. Wages to the workers along with allowances show in part A-2 will be paid through bank account only and contractor shall submit the proof of such payment along with the next month bill.
- Minimum wages of Rs. 12673.04 are as per skilled category of workers applicable as on 01.09.2024 vide Labour Commissioner Punjab Chandigarh Notification No. 18566 dated 28-11-2024 are subject to variation. Any revision in the minimum wages of workers through notification of Govt. of Punjab will be applicable form the date of effect of the notification and will be paid through bank account. However, the other charges quoted by the contractor will be firm and no escalation will be allowed on any account.
- Any taxes/GST/ duties/ statutory contribution if payable to Govt. or into workers account if not accounted for in above tables, but are applicable or become applicable with enactment of new law/ regulation or any variation in these will be payable by PSPCL on actual basis.
- Any change/difference in above taxes will be treated as per govt. taxes/levies applicable from time to time.
- The CHBs, CHWs & CHH will be deployed in shifts on all days of a week including holidays, but the every CHB, CHW & CHH personnel shall be given a weekly rest as per govt rules (Dept. of labour). Provision of rest relievers has also been made so each CHB/CHW/CHH will practically work for all days in a week.
- For carry out specific job, CHB/CHW/CHH will perform the duties under the direct supervision authorized ALM/LM/AJE/JE of PSPCL.

9. Detailed information regarding Tenders can be downloaded from the website <https://pspcl.abcprocure.com> It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspapers. Details regarding corrigendum may be seen on website <https://eproc.punjab.gov.in/nicgep/app>.
10. Service provider to ensure attendance of all manpower through mobile along with location at the time of attendance. Also tracking app should record movement of workers, number of complaints received and their resolution. Tracking app should be developed by the firm.
11. FIRM SHALL BID FOR ROR/PROFIT BETWEEN MIMIMUM 4% TO MAXIMUM 10% for avoiding violation of labour laws and exploitation of workers. Ex-gratia of Rs 20.00 Lacs shall be paid by firm from its Profit. Profit in Rupees shall be mentioned and the same shall remain fixed. i.e. revision of wages will not effect profit.
12. Compensation shall be paid strictly as per Compensation Policy depicted at Sr. No. 2.52 of Section II-B.
13. Group insurance of minimum Rs 10.00 lac per worker against disablement/death, in case of accident is mandatory. Contractor/firm shall quote bid price accordingly.
 - a) Comprehensive Insurance Policy shall cover Temporary Disability/Permanent Disability/ Death.
 - b) If Insurance amount is not paid to worker/legal heir within three months from the date of accident, then the same shall be deducted from the firm's bills.
14. Contractor will pay allowances of Hiring and running charges of Motor bike, bike petrol, uniform and mobile allowance to workers wherever applicable as indicated in price bid.
15. PSPCL shall make payment for 840 no. persons towards CHB/CHW/CHH strength (As indicated above) only to the firm; as the provision for payment of 120 no. rest relievers has already been made as per price bid by incorporating the following formula :
 In case of CHB - Cost of 2 workers plus rest reliever i.e. $2 \text{ workers} * 7/6$
 In case of CHW/CHH - Cost of 8 workers plus rest reliever i.e. $8 \text{ workers} * 7/6$
16. Total per month of fixed amount of Hiring & Running expenses of motor bike, petrol allowance shall be proportionately divided amongst all the CHB workers including rest relievers.
17. All the workers of CHB/CHW/CHH including rest relievers will be covered by Firm under Group Insurance.
18. Service Provider shall provide T&P and Safety Kits to all the workers immediately before starting the work. T&P, Safety Kits shall be provided to workers as per Annexure-P and also as per clause no. 1.1 of Section I-A & 4.11 of Section-IV. In case T&P and Safety kits are not provided to workers, then penalty will be deducted as per Clause no. 3.22 of Section-III.'
19. Firm should have their "Certified Industrial Employment (Standing Orders)" as per "The Industrial Employment (Standing Orders) Punjab rules 1978. Firm should submit documentary proof regarding "Certified Industrial Employment (Standing Orders)" as per "The Industrial employment (standing orders) Punjab rules 1978.
20. Reverse Auction shall be conducted only on the value of contractor Profit (including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission etc.) which is over and above 4% of the contractor Profit (including Establishment/Administrative/ Ex-Gratia amount/ Supervision/ Commission etc.). Bid Decrement shall be 1% of Profit Margin over and above minimum 4% of the L-1 Bid Price obtained against a particular tender enquiry upon the opening of Price Bid of tender. After Reverse Auction, quoted price for contractor profit and Establishment/ Administrative/ Ex-Gratia amount/Supervision/ Commission for CHB, CHW and CHH shall be reduced on pro-rata basis subject to that price of per CHB/CHW/CHH should not be reduced less than 4%.
21. During Reverse Auction bidder shall not reduce Gross Amount less than 4% and his bid shall be rejected if Gross Amount found less than 4%.

Annexure-III**PART-A**
CIRCLE WISE ALLOCATION OF CHB/CHW/CHH

Description	DS Bathinda Circle	DS Faridkot Circle	DS Sri Muktsar Sahib Circle	DS Ferozepur Circle	Total
CHB	61	115	66	66	308
CHW	4	2	3	3	12
CHH	1	0	0	0	1

PART-B**TOTAL MANPOWER & CIRCLE WISE BREAK-UP OF "On Duty" CHB/CHW/CHH Workers & "Rest Relievers"**

Sr. No.	Description	DS Bathinda Circle	DS Faridkot Circle	DS Sri Muktsar Sahib Circle	DS Ferozepur Circle	Total
1	On duty workers towards CHB/CHW/CHH strength	CHB = 61*2= 122 CHW = 4*8 = 32 CHH = 1*8 = 8 Total = 162	CHB = 115*2= 230 CHW = 2*8 = 16 CHH = 0*8 = 0 Total = 246	CHB = 66*2 = 132 CHW = 3*8 = 24 CHH = 0*8 = 0 Total = 156	CHB = 66*2= 132 CHW = 3*8 = 24 CHH = 0*8 = 0 Total = 156	720
2	Rest Relievers	27	41	26	26	120
	TOTAL	189	287	182	182	840

TOTAL NO. OF WORKERS (CHB+CHW+CHH+Rest Relievers) = 840**Note :-**

PSPCL shall make payment for 840 no. workers towards CHB/CHW/CHH strength only to the firm; as the provision for payment of 120 no. rest relievers has already been made as per price bid by incorporating the following formula:

In case of CHB - Cost of 2 workers plus rest reliever i.e 2 workers*7/6

In case of CHW/CHH - Cost of 8 workers plus rest reliever i.e 8 workers*7/6