

PUNJAB STATE POWER CORPORATION LTD.

(Office: Sr. Executive Engineer, Operation Division, PSPCL, Badal)

Notice Inviting E-Tenders

E-Tenders are invited from eligible Manpower Supply contractors on behalf of PSPCL for outsourcing of labour for following Works:-

Sr. No.	Tender No.	Description of Work	Estimated Cost (Lacs)	Earnest Money	Completion /validity Period	Cost of Tender Specification
1.	04/Sr.Xen/DS /BDL/ 2023-24	Running & maintenance of VVIP Rest House PSPCL Badal including sanitation & house keeping services.	12.79 (Including GST @ 18%)	2% of tender value (Rs. 25580/- only for contractors and Rs. 6395 only for L&C Societies.)	1 Year	Rs. 1180/- including GST through online mode only (Non Refundable)

Start Date for Downloading of Tender Specifications : 24.11.2023
 Last Date for Downloading of Tender Specifications : 19.12.2023 Time:03:00 PM
 Last Date for Bid Submission : 20.12.2023 Time:11:00 AM
 Opening of Technical Bid i.e. documents & EMD : 20.12.2023 Time:03.00 PM

Tender Specifications can only be downloaded from website <https://eproc.punjab.gov.in> .

All bidders are requested to get their digital signatures well in time.

Senior Executive Engineer,
DS Division, PSPCL, Badal.

PSPCL E-TENDER NOTICE		
Office:	Senior Executive Engineer, DS Division, PSPCL, Badal.	
Tender Specification No.	04/Sr. Xen /DS/BDL	
Issuing Authority	Sr. Xen /DS Division, PSPCL, Badal	
Address	220 KV Complex, Village Badal (Sri Muktsar Sahib)	
Short Description of Work/ Material/Item	Running & maintenance of VVIP Rest House PSEB Badal including sanitation & house keeping services.	
Eligibility Criteria: if any (in brief)	<p>1) Registration:- The bidder should have a valid registration certificate of any Punjab government/ central government department, PUS's . the registration limit should be minimum up to the estimated cost of work.</p> <p>2) Experience:- Experience of having successfully completed/executing the similar work (Similar work means the work relating to housekeeping) during last 3 years ending last day of month previous to the one in which applications are invited should be either of following :</p> <p>a) One similar completed/being executed work costing not less than the amount equal to 50% of the estimated cost. or</p> <p>b) Two similar completed/being executed work each costing not less than the amount equal to 30% of the estimated cost. or</p> <p>c) Three similar completed/being executed work each costing not less than the amount equal to 25% of the estimated cost.</p> <p>The value of work done shall be considered on yearly basis. If completion period of any work executed by contractor is more than one year, then amount of completed work in one year will be calculated by dividing total amount of completed work by total time of completion.</p> <p>3) Annual turnover:- Average annual turnover during last 3 years, ending 31 March 2023, should be at least Rs. 4.50 lakh.</p> <p>4) Bank solvency:- Bank solvency certificate (As per Performa at Annex.- C of NIT) of minimum of Rs. 4.00 lakh shall be attached. Bank solvency certificate shall not be more than 12 months old.</p> <p>5) Balance sheet:- Audited balance sheet for past three financial years shall be attached.</p> <p>6) Proof of having EPF A/c No.</p> <p>7. EPF clearance certificate:- EPF clearance certificate for last financial year needs to be obtained. In the event of non availability of clearance certificate proof of deposit of EPF for last two years shall be attached.</p> <p>8) ESI code : Proof of having ESI code.</p> <p>9) Labour Licence : The Firm must have valid Labour licence as per Form VI (See rule 25 (1) under Punjab Government Office of Licensing Officer.</p> <p>10) Proof of having GST registration No.</p> <p>11) Proof of having PAN Card as proof of having PAN No.</p> <p>12 Affidavit:- An affidavit in original, Duly attested by Executive Magistrate /Notary public to affect that :</p> <p>a) The firm is not a defaulter in respect of deposition of EPF/ESI to concerned EPF/ESI department for the workers deployed against work order placed by PSPCL or any other organization on it during last five years. In any case, the responsibility for deposition of EPF/ESI of workers engaged by the firm shall rest with the firm only. In case, the firm is found defaulter at any stage in this regard, the contract shall be cancelled without any notice.</p> <p>b) That the firm has not been black listed by any government/public sector undertaking during the last 5 years.</p>	

	<p>13) If the bidder is registered under MSMED Act-2006 then the bidder will submit the documentary evidence of being a Micro, Small & Medium Enterprise. If the bidder does not submit the proof at the time of submission of its bid, it shall be considered as a Large Enterprise.</p> <p>14) The labour & construction societies should be registered with office of Registrar Cooperative Societies Punjab and shall produce valid capability certificate issued by the o/o Asstt. Registrar Co-op Societies to be able to execute a work of Rs20 lacs per year.</p> <p>15) The labour & construction societies shall submit the copy of resolution passed by the society authorizing the person to upload the tender.</p> <p>Note: Scanned copies in support of all the above be uploaded in the prescribed location.</p>	
Starting date for downloading of tender documents	24-11-2023	
Last Date & Time of uploading of tenders	19-12-2023 Time: upto 03:00 PM	
Date & time of Opening of tenders	20-12-2023 Time: at 03:00 PM	
Tender Document cost	Rs. 1180/- including GST through online mode only (Non Refundable)	
EMD	2% of tender value (Rs. 25580/- only for contractors and Rs. 6395 only for L&C Societies.	
Payment Mode	Through online mode only	
Contact person Name	Er. Jodhbir Singh, Senior Xen, DS Division, PSPCL, Badal	
Contact Phone Number	96461-14534	
Tender information in details/ Conditions	<p>CONDITIONS:</p> <p>1. Please note that the tenders against this tenders enquiry are being invited through e-tendering mode. In case of any clarification the prospective bidder may contact this office OR Punjab Govt. e-procurement system at toll free number 0172-2970263 well in time before the due date for submission of tender. Tender document may be downloaded from website http://eqroc.punjab.gov.in. Details regarding E-Tendering is available on website. www.pspcl.in. All the prospective bidders are requested to get their digital signatures, register themselves on the website www.eproc.punjab.gov.in and get conversant with the process of On- Line submission of tender well in time so as to submit the tender by due deadline. No request for extension in due date of tender opening on the above grounds shall be entertained.</p> <p>2. All tenders must be accompanied by the earnest money Rs. 25580/- for contractors & Rs. 6395/- for co-op Labour & construction Societies as prescribed in the tender documents except in the case of those tenderers who are specifically exempted there under. The EMD shall only be paid through online mode only.</p> <p>3. Tenderers will have to comply with all rules & regulations under Factory Act, Industrial dispute Act, EPF Act, Labour Laws Bonus</p>	

	<p>Act, Retrenchment Act, Building and other Construction Workers (Regulation of employment and conditions of service) Act, and Building and Other Construction Workers Welfare Cess Act, Goods and Services Tax (Gst), Employees State Insurance (ESI) Act as applicable, on his appointment for the above said work at VVIP Rest House Badal.</p> <ol style="list-style-type: none"> 4. All documents such as EPF, Pan, GST etc are to be uploaded on the website. However, original copy of these documents will be supplied for verification, if required. 5. Conditional tenders, tender received telegraphically through Telex or through Fax, tender not in prescribed form all tender without earnest money and tender cost in the required shape, Shall not be accepted. 6. The competent authority reserves the right to reject any or all tenders without assigning any reason. 7. In case the date of opening of tender declared/happens to be a holiday the tender will be opened on the next working day at the same time. 8. Manual tenders, Tenders received after due date and time of submission in any form /case shall not be entertained. 9. Tenders shall be evaluated as a whole. 10. Price bid of tender documents of only those tenderers shall be opened who meet aforesaid qualifying requirements. However, opening of tender documents shall not automatically, construe qualification of the tenderer for the award of work, which shall again be determined during bid evaluation. 11. The Technical bids submitted by all the bidders whether contractors or Co-op L&C societies shall be opened on due date and time. If three or more number of Co-op. L&C societies are found eligible as per eligibility criteria then the price bids of these societies shall only be opened and price bids of other contractors shall not be opened. In case less than three Co-op L&C societies are found eligible as per eligibility criteria, then the price bids of other eligible contractors shall also be opened along with eligible Co-op L&C societies". <p>Note:- Work is of mixer of unskilled & skilled nature. Earnest money from L & C Societies shall be chargeable as per Punjab govt. / Co-op Deptt. Letter No. 76/52/78-C.1 (5)/8856 dated 04-11-2019.</p> <ol style="list-style-type: none"> 1. After opening of Price Bid, Reverse Bidding (as per clause 1.1(B) of Section-I of NIT) among qualified Bidders shall be carried out to arrive at the lowest evaluated Bid. Date & time will be intimated to the qualified bidders. 2. Further, once a bidder is found to have the lowest evaluated techno- commercially responsive bid (after the Reverse Bidding process) may be called for further negotiation of prices. Negotiations, if any, will be held with the lowest bidder only arrived after reverse bidding.
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The quoted labour rates shall be valid for 1 Year.

This office reserves the right to allot the work to any or all eligible bidders also other than L-1 bidder on L-1 rates.

The above e-tenders Will be opened in the presence of Senior Executive Engineer, DS Division, PSPCL, Badal in association with other officers. Any contractor/firm also associate who may wish to be present.

The undersigned reserves the right to cancel any or all tenders without assigning any reason.

Note: All binders are requested to get their digital signatures well in time

The firm/Agency shall have past experience, technical expertise and financial capacity for carrying out similar nature of works. Experience certificate indicating the works executed & presently under execution must be attached with the request for issue of tender documents.

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Senior Executive Engineer,
DS Division PSPCL, Badal

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Detailed Tender Specification

SECTION – I

SECTION-I
TENDERING & CONTRACT AGREEMENT

1.1 (a) SUBMISSION/LOADING 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 contractor and any change or variation expressed ;or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract here in contained.

The following instructions must be carefully observed by all 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.

The tender must be complete in all respects.

i. PART-I EARNEST MONEY/TECHNICAL BID: -

The first part will consist of earnest money deposit in the form of demand draft in favor of PSPCL, **Badal**. The first part will also consist of technical conditions in the separate envelope indicating "Technical Bid". All commercial terms including discount if any should be specified in this part of the bid. Bank solvency certificate from any scheduled bank & EPF clearance certificate from Regional Provident Fund Commissioner authorities and any other documents required to be submitted along with the tenders as per the specification, shall also be submitted in this part.

ii. PART-II PRICE BID

The second part will consist of the rate quoted for each item

The envelope marked Part-I (Earnest Money/Technical Bid) shall be opened first and if earnest money is found to be as per the requirements of the specification, only then e-tender shall be opened. The bids without earnest money shall be out rightly rejected.

After opening Part-I of the bids (Technical), the bids will be evaluated by PSPCL The Part-II of the bids (Price Bid) shall be opened in case of only those firm whose Part-I of the bids after evaluation is found to be confirming to specifications. The Price Bids (Part-II) will be opened in the presence of representative of the qualifying bidders who chose to attend.

1.1(b) REVERSE BIDDING PROCEDURE:- The following procedure and terms & conditions shall be applicable for Reverse Bidding for this tender.

- (i) 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.
- (ii) Bidders shall be required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Bidding.
- (iii) Online Reverse Bidding shall be conducted by PSPCL on pre-specified date and time for duration of one Hour. The bidders may quote the bids from their own offices /place of their choice. Internet connectivity is to be ensured by bidders themselves.
- (iv) 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 Reverse Bidding process.
- (v) The 'Opening Price' i.e. start price for Reverse Bidding shall be minimum prices quoted by the bidder found from the online bid submissions. Bid Decrement shall be **0.1%** of L-1 Bid Price obtained against this bid, upon the opening of Price Bid. If two bidders have submitted same bid during reverse bidding then the bidder who have first quoted the price shall be the L-1 bidder.
- (vi) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Bidding:-
 - 1) Start Price
 - 2) Decrement Value
 - 3) Rank of the bidder
 - 4) Current Bid value of the Bidder (Total Bid Price)
 - 5) Best bid in the Auction (Current L1price)
 - 6) Next Valid Bid (Total Bid Prices to be quoted in order to become L1)
 - 7) Minimum Bid Price (Bidder to enter his minimum Bid Price here)
- (vii) 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.
- (viii) **Reverse bidding Extension Time:-** If a valid bid is placed within 5 minutes of End Time of the Reverse Bidding, then Reverse Bidding 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 Bidding. 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 Reverse Bidding due to any of the above reasons shall be entertained by PSPCL.
- (ix) If no bid is received within the specified time duration of the online Reverse Bidding, then PSPCL shall reserve the rights to scrap the online Reverse Bidding process and proceed with the L-1 Bid Price received through e-tendering for further processing.
- (x) After completion of online Reverse Bidding, 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 Bidding, Uploaded by PSPCL in Excel

Sheet) within 2 hours of conclusion of the reverse bidding OR within 7 days from the bid closing in hard copy duly signed by authorized representative. In case a bidder fails to submit the above Summary, then it shall be presumed that final Price is reduced proportionately among items mentioned in Annexure-B.

- (xi) **Proxy Bids (Auto 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).
- (xii) PSPCL shall reserve the rights to cancel/reschedule the Reverse Bidding process/ tender at any time, with due intimation to all concerned, without assigning any reason.
- (xiii) Other terms and conditions shall be as per PSPCL bidding documents and other up to date correspondence (if any).

1.2 TENDERS TO BE INVALID

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

1.3 INSPECTION OF SITE BY THE TENDERERS

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

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

1.4 SIGNING OF THE TENDERERS

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

1.5 EARNEST MONEY:

The tenders shall be required to submit earnest money @ 2% of the tender value rounded of to a multiple of Rs.10/- on the higher side subject to minimum of Rs.5000/- and maximum of Rs.5.00 Lacks for each group. The draft representing earnest money should be in favor of PSPCL payable at **Badal**. Public Sector undertakings fully owned by the Punjab Government/Central Government/Other

State Government shall be exempted from depositing Earnest Money, provided that a certificate of Government Ownership shall be submitted in the envelope for Earnest Money.

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

1.6 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.

1.7 RATES TO INCLUDE EVERY THING NECESSARY:

- a) Prices & rates quoted shall include cost of all charges for labor including all leads and lifts, tools, plant, mobilizing and demobilizing equipment, consumable such as but not limited to fuels lubricants, electrodes, acetylene etc., fixtures, settings out, transport charges, taxes, royalties, octopi for temporary/permanent work and any local taxes or levies payable on all transactions necessary for due performance of work under this contract. Quoted rates shall take into account all the above and every thing else necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances.
- b) The unit rates quoted shall take into account details of construction which are obviously and fairly intended, and which may not have been specifically referred to in these documents but are essential for the satisfactory completion of work.
- c) Rates quoted by Bidder for all items of work shall firm irrespective of variation to any extent in quantities of any or all items indicated in section-IV and up to $\pm 35\%$ variation in the contract price.
- d) Tenderer shall furnish %age extra/rebate over the contract price within $\pm 35\%$ variation allowed and in case tenderer does not specify the %age extra/rebate in his offer, the quoted price shall be deemed to be $\pm 35\%$.
- e) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawing issued along with the specification.
- f) The rates quoted shall be good for works below or above ground level, irrespective of elevations unless separate rates are called for, for different elevations.
- g) The rates quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on the works.
- h) Price includes the VAT/Tax/Duties/ Octroi leviable by the State Govt./Central Govt./Local Bodies & other agencies.

1.8 POST TENDER MODIFICATIONS

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

1.9 ALL CUTTING/CORRECTONS TO BE INITIALLED:

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

1.10 RIGHT TO REJECT ALL OR ANY TENDER:

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

1.11 VALIDITY OF TENDERS:

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

1.12 SOLVENCY CERTIFICATE:

Every tender shall produce along with his tender a solvency certificate from a schedule Bank. If he fails to produce such a certificate, his tender may not be considered.

1.13 PLANT & EQUIPMENT:

- i) The contractor, shall at his own expense supply all tools, plant & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in tender documents/contract agreement which subject to their availability may be hired from PSPCL to the contractor or issued free for use in the execution of the work, as specified in the tender documents.
- ii) The details of plant, equipment & machinery available with the tenderer in working order for deployment on the work shall be submitted relevant information on the capability, financial resources and experience about him.

1.14 NEGOTIATION OF RATES : Deleted**1.15 EMPANELMENT OF CONTRACTORS :**

Senior Executive Engineer, DS Division, Badal will also empanel the contractors by taking consent from them to work on L-1 Rates.

1.16 SPLITTING OF WORK:

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

1.17 PATENT RIGHTS:

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

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

1.18 BID /CONSTRUCTION DRAWINGS:

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

1.19 SIGNING OF CONTRACT:

In the event of tender being accepted an intimation shall be given to 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.

Senior Executive Engineer,
DS Division PSPCL, Badal.

SECTION-II

SECTION-II

GENERAL CONDITIONS OF CONTRACT

2.1 SCOPE OF CONTRACT:

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

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

2.2 SUPPLY OF PLANT MATERIAL AND LABOUR:

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

2.3 FIRE FIGHTING EQUIPMENT:

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

2.4 WATER AND ELECTRICITY

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

2.5 SETTING OUT:

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

2.6 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATIONS ETC:

The contractor shall execute the work strictly in accordance with the drawings & specifications. The Contractor shall also confirm exactly and faithfully to the designs, drawings and instructions in writing relating to the work as signed by the Engineer lodged in his office and/or supplied to the Contractor.

2.7 DRAWINGS & SPECIFICATIONS;

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

2.8 DISMANTLEMENT OF MATERIAL:

- i) Complete detail of material to be dismantled shall be prepared and duly signed by the contractor.
- ii) The dismantled material either may have to be re-used for some other works or may have to be returned to PSPCL Stores, Return of the dismantled material to PSPCL Stores will be through PSPCL Officials. The dismantlement rates to be quoted by the contractor should be inclusive of all taxes freight and octroi and insurance charges, transportation charges. Transportation charges for transportation of dismantled material from one site to another site or to PSPCL stores shall be included in the above quoted rates.

2.9 BENCH MARKS:

Permanent reference benchmarks established and maintained by the PSPCL are available on or close to the Project site. Contractor shall arrange to build and maintain at his cost any additional

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

2.10 SITE FACILITIES BY CONTRACTOR:

The contractor will be required to provide at his own cost all facilities for his office, warehouse, tool room change-room, labour huts or any other building-structure required to execute his work. However, material required for these infrastructures and available in Board's site store shall be made available to the contractor at the rates & terms mentioned in the specification.

2.11 WORK TO PROCEED UN-INTERRUPTED:

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

2.12 NIGHT SHIFTS

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

2.13 CONTRACTOR'S STAFF

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

2.14 PROTECTION OF WORK BY CONTRACTOR:

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

2.15 CO-ORDINATION WITH OTHER AGENCIES:

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

2.16 ASSIGNMENT OR TRANSFER OF CONTRACT:

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

2.17 SUB CONTRACT:

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

2.18 COMPLIANCE TO REGULATIONS AND BYE LAWS:

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

2.19 CONTRACTOR TO REPORT ACCIDENT

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

2.20 REMOVAL OF CONTRACTOR'S PERSONNEL/WORKMEN:

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

2.21 WORK OPEN TO INSPECTION

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

2.22 NOTICE BEFORE WORK IS COVERED UP:

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

2.23 CONTRACTOR LIABLE FOR DAMAGE DONE:

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

2.24 CONTRACTOR'S SUPERVISION:

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

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

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

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

2.26 WORK ON SUNDAYS/GAZATTED HOLIDAYS:

The works are to be carried out on all 365/366 days including Sunday and Holidays and also round the clock whenever required

2.27 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:

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

2.28 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT:

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

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

OR

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

OR

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

OR

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

OR

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

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

Engineer-in-charge will have powers to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and or carry out the work by any means at the risk and cost of the contract.

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

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

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

2.29 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:

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

2.30 TERMINATION OF CONTRACT ON DEATH:

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

2.31 SPECIAL POWERS OF DETERMINATION:

If at any time after the acceptance of the tender, PSPCL shall for any reason what so ever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the foreclosing of the work.

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 contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawing, designs, and instructions, involving any curtailment of the work as originally contemplated.

Senior Executive Engineer,
DS Division PSPCL, Badal.

SECTION –III

SECTION –III

PERFORMANCE OF THE CONTRACT & PAYMENTS

3.1 Bid Guarantee (EMD)

- I The Bidder shall furnish, as part of its Bid, EMD for an amount as specified in the Earnest Money Clause of the contract. The EMD shall be valid for a period of 9 calendar months from the date of opening of the bids.
- II The bid security is required to protect the owner against the risk of bidders conduct.
- III The EMD/Bid Security shall be denominated in Indian Rupee only and shall be payable by crossed bank draft in favour of PSPCL payable at **Badal**.
- IV Any bid not secured in accordance with the Para (I) above will be rejected by the owner as non- responsive.
- V Unsuccessful bidder's EMD will be discharged/returned as promptly as possible but not later than 90 days after the expiration of the period of bid validity prescribed by the owner.
- VI Successful bidder's EMD amount will be converted into bid security/bid guarantee.
- VII The bid security may be forfeited: -
 - a) If a bidder withdraws its bid during the period of bid validity specified by the bidders in the bid form or
 - b) In the case of a successful bidder, if the bidder fails: -
 - i) To sign the contract: - or
 - ii) To furnish the performance bank guarantee within the prescribed period.
- VIII The EMD shall be submitted in a separate sealed envelop in one original and two copies. Any bid not accompanied by the required EMD in accordance with provision of this clause shall be rejected by the owner.
- IX No interest shall be payable by the owner on the above bid security and EMD.

3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

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

3.3 EXTENSION OF TIME

1. If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may if in his opinion there are reasonable grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this regard shall be final and binding.
2. For any delay in work on account of act of omission or commission at the part of Board viz. delay in issue of material, alterations, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

3.4 FORCE MAJEURE:

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

3.5 EXTRA ITEMS

- a) Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-charge. If extra items due to any alterations, addition or substitution or due to any other cause include any class of work for which no rate is specified in the contract, the rates for such item/items shall be worked out on the basis of Common Schedule of Rates and approved by the competent authority. Where the rates for non-agreement items do not exists in the Common Schedule of Rates, the same shall be determined by analysis.
- b) In case of contract, not based on the Common Schedule of Rates, the rates for such items shall be worked out as follows:
 - i) Cost of material as well as transportation charges shall be as per the vouchers furnished by the contractor or as per the prevailing market rate whichever is less. Addle SE/Sr.Executive Engineer reserves the right to verify the vouchers submitted by contractor and his decision in this regard shall be final and binding.
 - ii) Cost of labour shall be calculated on the basis of the actual labour employed (excluding supervisory staff) as recorded at site for the item of work to the entire satisfaction of the Addle SE/Sr.Executive Engineer whose decision shall be final and binding.
 - iii) Deleted.
- c) The Addle SE/Sr.Executive Engineer can sanction the rate provided the total amount of all such items under one contract is within his competence to accord technical sanction. When the total amount of all such items under one contract exceeds financial limit of the Addle SE/Sr.Executive Engineer, he shall refer the matter to the SE who will sanction the rate, if the total amount of all such items including those already sanctioned by the Addle SE/Sr.Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the Chief Engineer who has full powers to sanction such rates.
- d) The Contractor shall deliver in the office of the Addle SE/Sr.Executive Engineer on or before the 10th of every month during the continuance of work covered by the contract, return showing details of any work claimed for as extra and as such return shall also contain the value of such work as claimed by the contractor for which value shall be based on the guidelines given above. Extra items shall be taken in hand only after written order from Engineer-in-charge. The contractor shall include in such monthly return particulars of all claims of whatsoever kind and, howsoever arising, which at the date thereof he has or may claim to have against the Boards under or in respect of or in any manner arising out of the execution of the work and the

contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

3.6 FACILITIES TO BE PROVIDED

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

Refer Para 2.4

B) LAND FOR CONTRACTOR'S STORES, OFFICES AND WORKSHOP:

Rent free land if available shall be made available at suitable locations as directed by Addle SE/Sr.Executive Engineer for office, stores and workshops.

3.7 COMPLETION/FINAL CERTIFICATE

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

3.8 ALL COMPENSATION/PENALTY PAYABLE TO BE CONSIDERED REASONABLE:

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

3.9 DEDUCTION OF AMOUNTS DUE TO BOARD:

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

3.10 ACTION WHERE NO SPECIFICATIONS:

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

3.11 ACTION ON UNSATISFACTORY PROGRESS:

If the progress of a particular portion of the work is unsatisfactory, the Addle SE/Sr.Executive Engineer whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory be entitled to take action under Clause 3.2 ibid after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

3.12 DIARY & PROGRESS REPORT:

a) A daily diary register will be kept at site office. Contractor will supply all detailed information every day at 9.30 hours for the preceding day and the diary will be jointly signed by Addle SE/Sr.Executive Engineer/AEE/AE and contractor's representative everyday in token of its correctness. A work instructions Book serially numbered will also be kept at site office and day-to-day

instructions will be given in that Book. Contractor's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them. If the contractor's representative does not actually see the instructions and or sign the same, that shall not be in any way relieve him of his obligations or responsibilities.

- b) Contractor shall supply all information regarding procurement of material and progress of construction work, as is required by the Addle SE/Sr.Executive Engineer, for compiling the weekly progress reports. This information shall be supplied at 9.00 hours on every Monday, for the proceeding week.

3.13 DAMAGED WORKS:

The contractor will be responsible for any and all losses of materials and damage to works till they are handed over as a result of floods, earthquake, wars, rains, storms and other such acts of God etc. The owner will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to get right such damage at his own cost to the satisfaction of the Engineer/Owner. The contractor shall arrange insurance against above risks at his cost.

3.14 PENALTY FOR DELAY:

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

3.15 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

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

3.16 PAYMENTS:

- a) The contractor shall submit all bills (Specified under GST Act) on the printed forms to be had on application at the office of the Sr XEN Operation concerned and charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such works.
- b) A bill shall be submitted by the contractor each month on or before the date fixed by the Sr XEN Operation concerned for all works executed in the previous month and Addle SE/Sr.Executive Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Dy. CE may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant and the Addle SE/Sr.Executive Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.

- c) No payment shall be made for works estimated to cost less than rupees ten thousand, till after the whole of the works shall have been completed and a certificate of the completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and complete, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in/any other way vary or affect the contract. The final bill shall be submitted by the contractor with in one month of completion of the work otherwise the Dy.CE/SE/Sr.XEN's Certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.
- i) 95% payment of erection cost thereof will be made after erection of material through running bills.
 - ii) Balance 5% payment of erection of material will be made after erection, commissioning and handing over of the entire allotted work to PSPCL as per the work order.
 - iii) Payment of dismantlement charges shall be made after return of dismantled material to the stores. While preparing the complete details of material to be dismantled, the condition of material i.e. whether the material is healthy or damaged shall also be indicated in the report. If any material gets damaged during dismantlement, the same shall be reported immediately to Engineer-in-charge and shall be got verified within a week's time from the Committee of Officers who originally prepared the above dismantlement report.
- d) The above payments terms shall be further regulated as under: -
- i) The contractor shall bring the material strictly in erection sequence as per directions of the Engineer-in-charge.
 - ii) The contractor shall indemnify the Board on non-judicial stamp paper against safe custody of the said material and that the same material will be used for execution of work for which the payment has been made.
- e) Terms of Payment: -

Payment to the contractors will be released only after site verification of the material received before erection and for erected works, the payment shall be released after measurement of erected works by Sr XEN of concerned Div.

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

3.17 SIGNING OF RECEIPTS FOR PAYMENTS:

The Board 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.

3.18 ARBITRATION CLAUSE:

- a) If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provide for and/or whether it has been finally decided accordingly,

or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the Board, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.

- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in discretion of the Sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/Board shall be with held on account of such proceedings.

3.19.1 DISMANTLED MATERIALS:

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

3.19.2 RECISSION OF CONTRACT:

The contract shall not be assigned or sublet without the written consent of the SE OPERATION CIRCLE,PSPCL, 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 concerned Addl.SE/ Sr XEN shall certify in writing that in his opinion contractor:

- a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer-in-charge.
- b) In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-Charge.

- c) Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.
- d) Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract
- f) 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 Board in any way relating to his office or if any such officer or person of Board shall become in any way directly or indirectly interested in the contract.

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

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

3.20 PRIORITIES & LICENCES BY CONTRACTOR:

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

3.21 SECURITY DEPOSIT:

The person whose tender shall be accepted (hereinafter called the contractor) shall permit owner/engineers at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/Engineer In-charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/Engineer-In charge under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale

of his security deposit or any part. **Thereof the security shall be refunded after expiry of defect liability period which is six months from the date of completion of work order period or payment of final bill whichever is later.** No interest shall be payable on the earnest money or security deposit or any other amount which shall become payable to the contractor under this contract. The security is to be deducted on the gross amount of running bill.

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

The full amount of security deposit or part thereof shall be liable to be appropriated by PSPCL against damages, costs, charges or expenses incident upon non-observance of the terms and conditions of the contract by the contractor.

PSPCL shall be at liberty to recover such amount from the bills of security deposit of the contractor as shall be due to him on account of failure of implementation of statutory rules and regulations and make payments to aggrieved parties on behalf, risk & cost of the contractor.

In case any tenderer with-draws/amends his offer/refuses to accept the work allotted to him or deports the workers before the expiry of the contract period, his earnest money/security deposit shall be forfeited besides taking other actions.

JURISDICTION:

Jurisdiction for filing any suit in case of any dispute shall be the Court at the Headquarters of Board's contract signing authority i.e. **Shri Muktsar Sahib**.

Senior Executive Engineer,
DS Division PSPCL, Badal.

SECTION-IV

SECTION-IV

FAIR WAGE CLAUSES & LABOUR REGULATIONS

4.1 FAIR WAGES:

- 4.1.1 The contractor shall pay not less than fair wage to labor 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.
- 4.1.1 The contractor shall notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wage of laborers indirectly engaged by him on the work in claiming any labor engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.2 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 labor 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.
- 4.1.3 The Addl.SE/ Sr XEN concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good of non-fulfillment of conditions of the Contract from the benefits of the works. Non-payment of wages or decisions made from him or their wages which are not justified by the terms of the Contractors or for observance of the regulations
- 4.1.4 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.
- 4.1.5 No labour below the age of 18 years and above 60 years shall be employed on the work.
- 4.1.6 It will be the responsibility of the Contractor to ensure that trees in the camp site and in the vicinity, there fruit etc. are not damaged by his labor or agent. Cost of such damage, if any, shall be assessed at the discretion of the Addle SE/Sr.Executive Engineer and deducted from the bill of the contractor.

4.2 CAMPS & CONVENIENCES:

- 4.2.1 Suitable temporary hutting, accommodation as in the opinion of the concerned Addle SE/Sr.Executive Engineer may be necessary, outside the premises of the Board's land. The Contractor shall not put up any unauthorized canteens or tea shops on Board's property without the knowledge and prior approval of the Addle SE/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.
- 4.2.4 In the event of his failure to provide any or all the above amenities the same shall be provided by the Govt. and the cost recovered from the Contractor. The Addle SE/Sr.Executive Engineer whose decision shall be binding shall settle any dispute regarding the above points.

4.3 MONTHLY RETURN REGARDING WAGES:

The Contractor shall be required to submit to Labour Welfare Officer/Addle SE/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:

4.5 4.4.1 DEFINITIONS:

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

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

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.

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

4.4.3 PAYMENT OF WAGES:

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

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

- i) Rate of daily or monthly wages.

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

4.4.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:

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

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

4.4.5 REGISTER OF FINES ETC:

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

4.4.6 PRESERVATION OF REGISTERS:

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

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

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

4.4.8 REPORT OF LABOUR WELFARE OFFICER:

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

4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:

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

4.4.10 INSPECTION OF REGISTERS AND CARDS:

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

4.4.11 SUBMISSION OF RETURNS:

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

4.4.12 AMENDMENTS:

The Punjab Government may from time to time, add to or amend these regulations and on any question so as to effect applications interpretations of these regulations. The decision of the Labor 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 contracting agency will supply its Employee provident Fund Code No. before submitting tender documents and supply the copy of the EPF registration before execution of contract agreement with PSPCL. The final bill and security of the contracting agency will be released only after the contracting agency will supply the final clearance for the project from the Regional Provident Fund Commissioner authorities.

4.7 INSURANCE:

- 4.8 The contractor shall carry out maintain at his own expense Group Insurance of the workers as per ESI Act-1938 as amended upto date and shall indemnify PSPCL on account of any kind of liability in this regard

ADDITIONAL TERMS & CONDITIONS

- 1 The rates to be quoted by the contractor in percentage above the prevailing Punjab Labour Department rates applicable on the date of opening of tender.
- 2 All measurement will be made as per actual work done at site.
- 3 In case of transfer of this work to any other division of PSPCL the new Er-Incharge shall have the same power as those enjoyed by his predecessor.
- 4 All the letters to the contractor by registered post on the address given by him at the time of tendering shall be deemed to have delivered to him in the normal course of time.
- 5 Period of contract: The contract period will be one year extendable by another 3 months at the same rates, term and conditions at the discretion of PSPCL subject to satisfactory performance of the firm/contractor and shall be binding on the firm. The contract can be terminated at any time during the currency of the contract due to unsatisfactory performance established on the part of the contractor at the sole discretion of PSPCL without assigning of any reason. The firm cannot claim extension as a matter of right.
- 6 In case the SDO or the subordinate In charge of the work especially delegated with such power feels that some clause of the contract is being contradicted by the contractor, he may stop the work and the contractor will not be entitled to any claim arising from his act.
- 7 The provisions of EPF act, 1952 are applicable to the contractor. The contractor is required to comply with the following statutory requirements/payments in respect of labor engaged by him and maintain records/registers as per factory act and other labour laws. The contractor's rates are deemed to include the following:-

- a. Minimum wages as per Pb. Govt. Labour Deptt. Rates from time to time.
 - b. EPF deduction & deposits with EPF authorities (Both employee and employer's share).
 - c. Bonus
 - d. ESI
 - e. The increase in EPF, ESIC & Bonus actually payable by the contractor due to above increase in minimum wages will also be payable extra by PSPCL as per actual.
- 8 The contractor shall comply with the provision of ESI scheme imposed from time to time & shall ensure that his share as well as share of labour is deposited with ESI authorities. Any relevant documents required for the proper implementation of scheme shall also be deposited/ produced to the Deptt. PSPCL reserves the right to stop the payment for the work executed by the contractor in case he fails to submit the proof of having depositing the ESI contribution in respect of the labour engaged by him in this regard.
 - 9 Before any running payment is allowed against the work the contractor shall be required to sign the contract agreement. He will affix non judicial stamp papers worth Rs. 100/- on the face of the agreement as required under the Indian stamp act.
 - 10 The negotiations if required shall be held with the lowest tenderer only.
 - 11 The successful tenderer will have to go through the Bio-data of all the persons whom he intends to employ on the job and get it approved from the concerned Engineer In charge before they are put on the job. In the case any person is found lacking in interest and is required to be removed, such person shall be immediately withdrawn and replaced with other suitable persons acceptable to the concerned officer within 24 hours. The contractor shall on the instructions of the Engineer In charge remove from work any person thereon who may misbehave or cause any nuisance or otherwise who in the opinion of the Engineer is not a fit person to be retained on work & such person should not again be employed or allowed on work.
 - 12 Any penalty imposed on this office by the competent Court due to violation of any provision shall be recovered from contractor.
 - 13 The PSPCL will not be responsible for any delay on any account in the receipt of tender document sent by post.
 - 14 In case of emergency the contractor shall be required to pay his labour every day and if this is not done PSPCL will make the requisite payment and recover the same from the contractor.
 - 15 If the quality of work is not up to satisfaction of the Engineer-in-charge. The work may be carried out by deploying labour at the risk and cost of the contractor by giving three days notice.
 - 16 PENALTY: Shall be as per details given in Annexure-B of NIT.
 - 17 Income tax will be deducted at source as per Income tax act, 1961 & contractor will intimate his PAN no. & supply the attested copy of his PAN Card while submitting his tender/quotation. Income tax shall be deducted from each running bill.
 - 18 GST TAX: GST if applicable shall be payable extra by PSPCL against documentary proof of having deposited the same. In this regard, firm/contractor will submit GST challan as a proof along with following GST declaration certificate.
 - i) Certified that we, M/s.----- are registered under Central/ State GST act and our registration no. is _____
 - ii) The GST Challan no. ----- dated ----- has been deposited against the W.O. No.- ----- dated----- for the month -----

- iii) Certified that transaction on which GST is claimed has been/ will be included in the returns submitted/to be submitted to the central service authority for the assessment of GST and the amount claimed from the PSPCL has been/ shall be paid to the Excise Authority.
 - iv) Certified that the service on which GST has been charged have not been exempted under the GST act or rules made there under and charges on account of the GST on these goods are correct under the provision of the relevant act or rules made there under.
 - v) Certified that we shall indemnify the PSPCL in case it is found at a later stage, that wrong or incorrect payment has been made on account of GST paid by us.
 - vi) This certificate has been rendered against W.O no.-----dated----- placed by office of Sr.Xen/ DS Dibvision PSPCL, Badal for the month_____.
- 19 The contractor shall deposit Rs. 25/- per month per worker (Rs. 5/- per month deducted from wages of worker and contribute Rs. 20/- from himself) or as applicable from time to time with Welfare Commissioner Punjab by 15 October (for April to September period) and 15 April (for Oct. to March period) under the Punjab Labour Welfare Fund Act-2005.
 - 20 All safety appliances required for the workers shall be provided by the contractor and PSPCL shall not be responsible for any accident involving the workmen during the course of carrying out jobs due to lack of safety appliances or the negligence of workers. Contractor will nominate safety officer/ Stewards who will visit the site on daily basis to implement safety and maintain proper records thereof.
 21. Contractor will disburse the wages/ Salary of workers only in the bank account of workers directly and will submit proof of it.
 22. The rates quoted should be firm by taking labour rates as per prevailing Notified Punjab Labour Department Rates as on date of opening of tender and inclusive of all levies, taxes (except GST) including work contract tax, ESIC, EPF, or any other tax levied by State/Central Govt. employer's share of ESIC & EPF shall be to firm's account and quoted rates shall be inclusive of employers share of ESIC & EPF.
Any increase in minimum wages rates notified after the date of submission of quotation will be compensated as per actual.
 23. The contractor shall be registered with local labour conciliation officer and should have a valid working license for employment of labour, if applicable. the license shall be submitted to this office within 15 days after the date of issue of LOI failing which contractors running bill payment shall be withheld till the license is produced in the office by the contractor.
 24. The rates quoted should be firm and inclusive of employer contribution of EPF, ESI, Labour Welfare Fund, Bonus under payment of Bonus act.
 25. In case rates offered are different in Words and Figures lower amount shall be considered for comparison and allotment of tenders.
 26. Contractor shall abide by all labour laws, Factory Act and NIOH guidelines.
 27. Any extra/new taxes imposed after submission of quotation shall be payable xtra by PSPCL.
 28. The contractor will submit medical fitness as per factory law & Police verification certificate of each and every worker before deploying them on work. The contractor shall get his workman medically examined regularly (once in a six month) from a Govt. Hospital/Dispensary or qualified medical officer/factory medical officer during the period of contract. The detail of this examination shall be recorded in the health register in form-34.
 29. Manpower: It will be exclusively mentioned in the tender specification and work order that the control and supervision of manpower deployed against the W.O shall rest with the firm.

30. Deployment of workers on work can be increase or decrease as per requirement of work and payment will be made on pro-rata basis.
- 31 Contractor will provide one winter and one summer uniform including shoes to all the workers.
- 32 Deployment of workers on work can be increase or decrease as per requirement of work and payment will be made on pro-rata basis.

Senior Executive Engineer,
DS Division PSPCL, Badal.

Section – V

Section -V

Scope of work

I. Reception Services.

It is responsibility of the receptionist employed by the contractor:-

- For running of reception service 24 x 7 hours throughout the year.

- Will attend to the visitors and make entry in Guest entry register before allowing the guest to stay in the guest house.
- To collect charges of rooms for stay of the visitor and deposit it to the JE/AEE Guest House Incharge.
- Switch on/off solar water heater, pressure pump, air conditioning system, lighting etc. as per requirement.
- To perform job as per requirement of the work to the satisfaction of the Engineer-in-Charge.

II. Kitchen Services.

It is responsibility of the head cook and cook employed by the contractor:-

- To prepare majority of meals (veg as well as non-veg) as per the menu prescribed by engineer-in-charge.
- To Procure and use standard/ branded/good quality raw material.
- To Good quality tea and snacks, breakfast, lunch, dinner shall be prepared and served by the contractor for guests and visitors on no-profit no-loss basis.
- For mtc. of cleaning service of kitchen shelf, microwave oven, refrigerator, gas stove etc.
- To perform job as per requirement of the work to the satisfaction of the Engineer-in-Charge.

II. Waiter Services.

It is responsibility of the waiters employed by the contractor:-

- For the service of the meal in dining room as well as room services. to the satisfaction of the Engineer-in-Charge.
- For carriage of luggage of guest/visitors in room and after checkout of the visitors to the vehicle of the guests/visitors to the satisfaction of the Engineer-in-Charge.
- For washing of utensils, crockery including placing the various items in prescribed position after drying to the satisfaction of the Engineer-in-Charge.
- For cleaning and upkeep of service trolley, dining table, chairs, sinks etc.to the satisfaction of the Engineer-in-Charge.
- To replace used bed sheets, bed covers and blankets in rooms & replacing them with washed/fresh bed sheets, bed covers and blanketsto the satisfaction of the Engineer-in-Charge.
- To control insects (such as mosquitoes, cockroaches etc.) by spraying insecticide inside the building as and when required to the satisfaction of the Engineer-in-Charge.
 - To perform job as per requirement of the work to the satisfaction of the Engineer-in-Charge.

IV. Cleaning Services around lake view guest house.

It is responsibility of the sweepers employed by the contractor :-

- To daily sweep entire external area around lake view guest house including security hut & driver accommodation.
- To daily clean all the railings, gazebo, electric poles, main gate etc. to the satisfaction of the Engineer-in-Charge.
- To clean bird droppings on pillars and other areas, cleaning of terrace of sloping roofs etc. as and when required to the satisfaction of the Engineer-in-Charge.
- Removal of cobwebs as and when required to the satisfaction of the Engineer-in-Charge.

- To perform sweeping and cleaning related job as per requirement of the work to the satisfaction of the Engineer-in-Charge.

V. Cleaning Services inside lake view guest house.

It is responsibility of the sweepers employed by the contractor:-

- To Daily clean/ sweep entire corridors, reception area, all rooms, all toilets, kitchen, pantry, washing area, office etc. to the satisfaction of the Engineer-in-Charge.
- For Daily cleaning of all types of railings, doors, windows, furniture, paintings, television, fans, table lamps, etc. to the satisfaction of the Engineer-in-Charge.
- For Daily cleaning of all glass panels with colin spray to the satisfaction of the Engineer-in-Charge.
- For Removal of cobwebs as and when required.to the satisfaction of the Engineer-in-Charge.
- For Vacuum cleaning of upholstery of sofas and other upholstered chairs, paintings and A/C grills as and when required to the satisfaction of the Engineer-in-Charge.
- For Daily emptying of all dustbins in designated place and their washing with detergent etc.to the satisfaction of the Engineer-in-Charge.
- For cleaning of the water storage tanks as and when required to the satisfaction of the Engineer-in-Charge.
- For cleaning of all accessories such as solar panels, outdoor units of AC etc as and when required to the satisfaction of the Engineer-in-Charge.
- To perform job as per requirement of the work to the satisfaction of the Engineer-in-Charge.

VI. Mtc. of Arboriculture/Landscaping services.

It is responsibility of the workers/mallis employed by the contractor:-

- For preparation of beds for seasonal flowering plants, to the satisfaction of the Engineer-in-Charge.
- Carriage of cow dung manure at different locations and manuring of all plants as per their requirement.to the satisfaction of the Engineer-in-Charge.
- Removal of bushes/wild growth from grassy lawns and other locations.
- Carriage of waste grass and bushes to disposal area.to the satisfaction of the Engineer-in-Charge.
- Watering of the grassy lawns, outdoor & indoor plants as per their requirement.to the satisfaction of the Engineer-in-Charge.
- Mtc. of Plant Nursery.to the satisfaction of the Engineer-in-Charge.
- Digging of pits for new plantation.to the satisfaction of the Engineer-in-Charge.
- Clearing/cutting of grass in lawns and around buildings. to the satisfaction of the Engineer-in-Charge.
- Pruning and cutting of bushes and trees as per requirement. to the satisfaction of the Engineer-in-Charge.
- To perform job as per requirement of the work to the satisfaction of the Engineer-in-Charge.

(B) Qualification/Criteria for employing persons for various services.

1. **Receptionist:-**Receptions employed for mtc. of services for reception must be graduate and must have knowledge of Punjabi, Hindi & English.

2. **Kitchen Services:-**

(a) **Head Cook:** - Person employed for mtc. of services for Kitchen/Mess must have experience of more than more than 3 years and his skill regarding mtc. and services for kitchen will be tested before employing him /her on duty.

(b) **Cook:** -Person employed for mtc. of services for Kitchen/Mess must have experience of more than more than 1 year and his skill regarding mtc. and services for kitchen will be tested before employing him /her on duty.

3. **Cleaning Services inside and outside the Lake View Guest House.**

Person employed for this purpose must know operation of vacuum cleaner ,scrubbing& Suction machine for floor cleaning. He/She must be middle pass.

4. **Mtc. of Arboriculture/Landscaping.**

Persons employed for this purpose should have knowledge of arboriculture and landscaping services. He/She must also have knowledge about seasonal flowers, cutting & trees and shrubs etc. He must be expert in operation of grass cutting machines.

Scope of service can be increased and decreased. Payment for that service will be proper timely increased and decreased on pro-rate basis.

DEPLOYMENT PATTERN OF LABOUR AND PENALTY CLAUSE

No. of persons to be deployed against various jobs listed in schedule of quantities shall be as under:

DEPLOYMENT PATTERN OF LABOUR

Sr. No.	Job description	No. of persons to be deployed per day	Variation in no. of persons allowed per day	Total Man days in a month.
	Services for the running of mess services including cooking & catering, sweeping , cleaning , arboriculture & housekeeping of VVIP Rest House Badal for 1 year with the deployment of total 5 Nos. Workers of different categories detailed as below:-			
1	Cook	One	No variation allowed	Total no. of days per month x 1
2	Bearer/ Cook Assistant	One	No variation allowed	Total no. of days per month x 1
3	Malli	One	No variation allowed	Total no. of days per month x 1
4	Sweeper	One	No variation allowed	Total no. of days per month x 1
5	Chowkidar	One	No variation allowed	Total no. of days per month x 1
6	Plumber	On Call	No variation allowed	Total no. of days per month x 1
7	Sewer man	On Call	No variation allowed	Total no. of days per month x 1
8	Electrician	On Call	No variation allowed	Total no. of days per month x 1

B. PENALTY CLAUSE:

The table given above prescribes minimum limits of labour deployment that can be allowed on a particular day.

However in case the labour deployment is less than the prescribed limits, the contractor has to pay following penalties.

In case the contractor deploys less labour than the prescribed minimum limit on a particular day he will be subjected to penalty of Rs. 50/- per person so less provided than the minimum limit along with non-payment of wages of absentees for that day including Contractor margin .

C. FACILITIES TO BE GIVEN TO LABOUR AS PER FACTORY ACT:

1) LEAVES/HOLIDAYS:

- a) The contractor will give 3 National holidays (viz. 15 August, 26 January, 2 Oct) + 4 Festivals holidays as paid holidays to the labour. Payment of same will be reimbursed by PSPCL.
- b) Labour shall be entitled to 18 holidays as paid holidays per head in a year & the payment shall be made by the contractor.

II) BONUS:

The bonus @ 8.33% on the amount of payment received by labour subject to maximum limit fixed by Govt. shall be paid by contractor to the labour during the year as per provisions of Bonus Act. This payment shall be insured to be paid by the contractor at the time of submission of final bill. Any increase in bonus after the date of opening the tender shall be payable extra by PSPCL.

Senior Executive Engineer,
DS Division PSPCL, Badal

Section VI

SCHEDULE OF QUANTITY

Name of Work:-Outsourcing of various type of jobs for running mtc. housekeeping of VVIP Guest House in Badal Tender Notice no. 06/Sr. Xen/DS/BDL/2022-23

Sr No.	Description of Item	Unit	Qty	Rates to be Quoted by the Contractor in %age above the prevailing Punjab Labour Department Rates
1	Services for the running of mess services including cooking & catering, sweeping , cleaning , arboriculture & housekeeping of VVIP Rest House, Badal for 1 year with the deployment of total 0 5 Nos. Workers of different categories detailed as 1 No. Cook 1 No. Bearer 1 No. Bearer-Cum- Chowkidaar 1 No. Sweeper 1 No. Mallie	Day	365	

- Note:
1. The tender would be evaluated over all.
 2. The negotiations if required shall be held with lowest bidder only.
 3. The minimum number and categories of labour required for this job as above shall be as per deployment pattern given at Annexure-B.
 4. Quoted rates shall be considered corresponding to the Pb. Govt. labour Depttrates applicable on the date of opening of tender or maybe specifically mentione
 5. The rates quoted should be firm by taking labour rates as per prevailing Pb. Govt Labour Department Rates as on date of opening of tender and inclusive of all levies, taxes (except GST) including work contract tax, ESIC, EPF, or any other tax levied by State/Cenral Govt. Employer share of ESIC & EPF shall be to firm's account and quoted rates shall be inclusive of employers share of ESIC &EPF. Contractor shall bear all expenses relating to bonus, leave, etc. as per labour laws.
Any increase in minimum wages rates notified after the date of submission of quotation will be compensated as per actuals, The increase in EPF, ESIC & Bonus actually payable by the contractor due to above increase in minimum wages will also be payable extra by PSPCL as per actual.
 6. Contractor will provide one winter and one summer uniform including shoes to all the workers.
 7. Deployment of workers on work can be increase or decrease as per requirement of work and payment will be made on pro-rata basis.
 8. Minimum rates payable to different categories of employees are described as under:-
For 1 No. Cook ,1 No. Bearer, 1 No. Bearer-Cum- Chowkidaar, 1 No. Sweeper, 1 No. Mallie shall be equal to Punjab Labour Department rates time to time of sequal to Punjab Labour Department rates time to time of Un-Skilled.

Senior Executive Engineer,
DS Division PSPCL, Badal.

Annexure-A
PUNJAB STATE POWER CORPORATION LIMITED
TECHNICAL BID

1. Name of Bidder :
2. Postal address with Telephone/Fax number, E-mail address :
3. Particulars of registration & class in which Registered as a contractor. :
4. Reference may be made to : (with address, Telephone/Fax numbers, E-mail address)

5. (A) The Bidder should furnish following details in full, along with supporting documents:-

1. Please state details of E.M.D. paid :

Details: Amount: _____ DD No. : _____

Bank's Name: _____ Date : _____

(B)

Remarks of Contractor

- i) Proof of Having successfully executed the job of similar work **(Similar work means the work relating to housekeeping and other various civil maintenance jobs)** in PSPCL, other Govt./Semi. Govt. deptt. or reputed organization for an amount more than
 - a) One similar completed/being executed work costing not less than the amount equal Rs. 4.5 lakh or
 - b) Two similar completed/being executed work each costing not less than the amount equal to Rs. 2.25 lakh or
 - b) Three similar completed/being executed work each costing not less than the amount equal to Rs. 1.20 lakh
 in one year during the last seven years.
- ii) Proof of having minimum turnover of Rs. 4.50 Lakh in any financial year during last 3 financial years upto 31.03.2022.
- iii) Please confirm whether you independent EPF a/c No issued from Regional Provident Fund Commissioner/ Assistant Provident Fund Commissioner.
- iv) Please Confirm you have EPF clearance certificate against independent EPF account no. from the office of EPF Commissioner for the year 2020-21 or proof of submission of statutory EPF return for the last two years with EPF department or ECR certificates.
- v) Whether you defaulter in respect of deposition of EPF to the concerned EPF Commissioner for the workers deployed against work orders placed by PSPCL upon him for the last five years from 31.03.2022. In any case, the responsibility for deposition of EPF of the workers engaged by him shall rest with the tender only. In case he is found defaulter at any stage, his contract shall be cancelled without any notice.
- vi) State whether Corporation's all technical and commercial terms and conditions are acceptable to you.
- vii) Do you have valid registration? Please mention the registration no.
- viii) Have you been blacklisted during last five years from 31.03.2022 by any Government/public sector power utility.

- ix) If you are registered under MSMED Act-2006 then you have to submit the documentary evidence of being a Micro, Small & Medium Enterprise. If the you do not submit the proof at the time of submission of bid, it shall be considered as a Large Enterprise.
- x) I have read all the terms & conditions and agree with it.
- xi) Any other information the bidder may desire to furnish.

NOTE:-

1. Please note that the offer of Bidder will be liable for rejection if the above information(s) are not furnished in full and does not satisfy the minimum eligibility criteria specified by PSPCL in the NIT/tender specification.
2. Only relevant documents should be enclosed and irrelevant documents, which have not been asked for, may be avoided.
3. The firms registered with PSPCL, PSTCL, PWD, Railway, MES, NTPC, Central Govt. or other such organizations for this work have to submit all the self attested hard copies of documents required to fulfill the PQR mentioned in the NIT along with self attested copy of registration by the bid submission date & time in this office.

Name & Sign.
of authorized signatory

Stamp of Firm/Contractor

(Annexure-B)

Price Bid

Name of Work: Outsourcing of various type of jobs for running mtc. housekeeping of VVIP Guest House in Badal Tender Notice no. 06/Sr.Xen/DS/BDL/2022-23

Sr No.	Description of Item	Unit	Qty	Rates to be Quoted by the Contractor in %age above the prevailing Punjab Labour Department Rates
1	Services for the running of mess services including cooking & catering, sweeping , cleaning , arboriculture & housekeeping of VVIP Rest House, Badal for 1 year with the deployment of total 0 5 Nos. Workers of different categories detailed as 1 No. Cook 1 No. Bearer/ Cook Assistant 1 No. Mali 1 No. Sweeper 1 No. Chowkidaar 1 No. Plumber 1 No. Sewer Man 1 No. Electrician	Day	365	

Name & Sign.
of authorized signatory

Stamp of Firm/Contractor

Annexure-C**BANK REFERENCE LETTER/ SOLVENCY CERTIFICATE**

(On Bank's Letter Head)

Certified that M/s.....at (address)is having an account in our bank as per following particulars:-

1. Type of Account: Cash-Credit/Current/Savings
2. Bank Account No.....
3. Cash-Credit/O.D. Limit (if any) : NO/YES, for Rs.....
4. Since when holding Account?
5. Financial Standing & Soundness: SOUND/POOR
6. Dealing & Conduct of the Party: Satisfactory/ Un-satisfactory
7. Any other comments.....

This is issued on the request of M/s.....for Rs.

Date:

(Sig. of Bank Manager)

Place:

Seal:

Annexure –D
(Referred to in Regulation 22)
Contract Agreement Form

To be entered on a Non-Judicial Stamped paper of Rs. 100/-only

This contract agreement made this..... day of in the year..... Between the Punjab State Power Corporation Ltd. hereinafter called Purchaser and M/s. having their office at Hereinafter called the contractor for the supply and delivery/construction of in accordance with Tender Enquiry No. Dated..... and contractor proposal no..... dated.....

This is in confirmation of the advance acceptance notified in the owner's letter No. Wherein owner has accepted the proposal of the contractor for the delivery/instruction of as per work order No.....

In view of the forgoing, the purchaser and the contractor have agreed to the scope of work and the term & 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 signature on the day month and year written as above.

Contractor
Owner