

PUNJAB STATE POWER CORPORATION LIMITED

Tender Enquiry No. 1/MHC/2021-22

PROVIDING TEMPORARY PROTECTION TO DEMAGED CC LINING SLABS
BY LAYING COARSE SAND FILLED EC BAGS FROM RD 0M TO RD 3000M
OF MHC-II.

DNIT Approved

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

Name of Societies/Contractors to whom
Tender documents issued: _____

INDEX**INFORMATION ABOUT TENDER DOCUMENTS****TENDER ENQUIRY NO. 4/MHC/2021-22.**

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Senior Executive Engineer,
M.H.C ,O&M Divn.
PSPCL Talwara.



PUNJAB STATE POWER CORPORATION LIMITED

REGD. OFFICE:- PSEB HEAD OFFICE , THE MALL , PATIALA 147001

CORPORATION IDENTITY NUMBER(CIN):- U4019PB2010SGC033813

WEB SITE:- www.pspcl.in

OPEN TENDER NOTICE

1.	Name of office:-	Sr Executive Engineer, MHC O & M Division, PSPCL Talwara
2.	Tender Enquiry No.	1/MHC/2021-22
3.	Name of works	Providing temporary protection to damaged CC lining Slabs by laying Coarse Sand Filled EC Bags from RD 0M to RD 3000M of MHC-II.
4.	Cost of tender documents & mode of its payment.	Rs.1000/- + 18% GST =Rs.1180/- vide BA-16
5.	Starting date with time for issue of tender documents	30-06-2021 after 11.00 AM
6.	Last date & time for issue of tender documents	14-07-2021 up to 11:00 PM
7.	Last date & time for receipt of tender documents	14-07-2021 up to 5:00 PM
8.	Date & time for opening of tender Part –I (EMD) Part – II (Technical Bid) Part – III (Price Bid)	15-07-2021 at 11:30 AM 15-07-2021 At 11:30 AM 15-07-2021 at 11:30 AM After finalization of Part I &II Bids
9.		

Note- (i)Please note that the tenders against this tender enquiry are being invited through open tender mode. In case of any clarification the prospective bidders may contact this office or Punjab govt. e-tendering portal at support-eproc@nic.in as mentioned on the pspcl website well in time before the due date for submission of tender. Tender documents may be downloaded from website <https://eproc.punjab.gov.in> and www.pspcl.in.

(ii)It is informed that in case the tender process is not completed due to any reason, no Corrigendum will be published in newspapers. Details regarding corrigendum may be seen on official PSPCL's website. www.pspcl.in

"SAVE ELECTRICITY SAVE MONEY"

Sr. Executive Engineer
M.H.C , O&M Divn.
PSPCL Talwara.

ਪੰਜਾਬ ਰਾਜ ਪਾਵਰ ਕਾਰਪੋਰੇਸ਼ਨ ਲਿਮਿਟਡ



ਰਜਿਸਟਰਡ ਆਫਿਸ :-ਪੰ:ਰਾ:ਬਿ:ਬੋ :- ਹੈਡ ਆਫਿਸ ਧੀ ਮਾਲ ਪਟਿਆਲਾ :-147001

ਕਾਰਪੋਰੇਸ਼ਨ ਆਇਡੈਂਟਿਟੀ ਨੰਬਰ (ਸੀ:ਆਈ:ਐਨ) :- 4019 PB 2010SGCO 33813

WEB SITE:- www.pspcl.in

ਉਪਨ ਟੈਂਡਰ ਨੋਟਿਸ

1	ਨਾਂ ਅਤੇ ਪੁਰਾ ਪਤਾ	ਸੀਨੀਅਰ ਕਾਰਜਕਾਰੀ ਇੰਜੀਨੀਅਰ,ਐਮ.ਐਚ.ਸੀ ਓ ਤੇ ਐਮ ਮੰਡਲ, ਪੰ:ਰਾ:ਪਾ:ਕਾ:ਲਿ ਤਲਵਾੜਾ।
2	ਟੈਂਡਰ ਇੰਨਕੁਆਰੀ ਨੰਬਰ	/MHC/2021-22
3	ਕੰਮ ਦਾ ਨਾਂ	ਐਮਐਚਸੀ -2 ਦੇ ਆਰਡੀ 0ਮੀ ਤੋਂ ਆਰਡੀ 3000ਮੀ ਤੱਕ ਡੇਮਜ਼ ਹੋਈ ਸੀਸੀ ਲਾਈਨਿੰਗ ਸਲੈਬ ਨੂੰ ਅਸਥਾਈ ਸੁਰੱਖਿਆ ਪ੍ਰਦਾਨ ਕਰਨ ਲਈ ਕੋਰਸ ਰੇਤ ਨਾਲ ਭਰੇ ਈ ਸੀ ਬੈਗ ਲਗਾਉਣ ਸਬੰਧੀ ਬਾਬਤ ਸਾਲ 2021-22.
4	ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ਾਂ ਦੀ ਰਕਮ	ਰੁਪਏ.1000/- + 18% GST =ਰੁਪਏ 1180/-
5	ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਜਾਰੀ ਕਰਨ ਦਾ ਸਮਾਂ ਅਤੇ ਮਿਤੀ	30-06-2021 11:00 ਵਜੇ ਤੱਕ
6	ਟੈਂਡਰ ਨੂੰ ਜਾਰੀ ਕਰਨ ਦੀ ਆਖਰੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ	14-07-2021 11:00 ਵਜੇ ਤੱਕ
7	ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਭਾਗ-1 ਅਤੇ ਭਾਗ-2 ਅਤੇ ਭਾਗ-3 ਜਮਾਂ ਕਰਵਾਉਣ ਦੀ ਤਾਰੀਖ ਅਤੇ ਸਮਾਂ	14-07-2021 5:00 ਵਜੇ ਤੱਕ
8	ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਖੋਲਣ ਦੀ ਮਿਤੀ ਅਤੇ ਸਮਾਂ ਭਾਗ-1(ਜਮਾਨਤੀਰਕਮ) ਭਾਗ-2 (ਟੈਕਨੀਕਲ ਬਿੱਡ) ਭਾਗ-3 (ਪ੍ਰਾਇਜ ਬਿੱਡ)	15-07-2021 ਬਾਅਦ ਸਵੇਰ 11:30 ਵਜੇ 15-07-2021 ਬਾਅਦ 11:30 ਵਜੇ 15-07-2021 ਬਾਅਦ 11:30 ਵਜੇ ਭਾਗ 1 ਅਤੇ 2 ਫਾਇਨਲ ਹੋਣ ਤੋਂ ਬਾਅਦ

ਨੋਟ:- (ੳ)ਕਿਰਪਾ ਕਰਕੇ ਇਹ ਨੋਟ ਕੀਤਾ ਜਾਵੇ ਕਿ ਇਸ ਟੈਂਡਰ ਇੰਨਕੁਆਰੀ ਨਾਲ ਮੰਗੇ ਗਏ ਟੈਂਡਰ, ਉਪਨ ਟੈਂਡਰ ਵਿਧੀ ਰਾਹੀਂ ਹੀ ਭਰੇ ਜਾਣ। ਇਸ ਸਬੰਧੀ ਕਿਸੇ ਸੰਕਾਂ ਨੂੰ ਦੂਰ ਕਰਨ ਲਈ support-eproc@nic.in ਉਹਨਾਂ ਦੀ ਵੈਬ ਸਾਈਟ ਤੇ ਟੈਂਡਰ ਜਮਾਂ ਕਰਵਾਉਣ ਦੀ ਨਿਯਤ ਤਾਰੀਖ ਤੋਂ ਪਹਿਲਾਂ ਸੰਪਰਕ ਕੀਤਾ ਜਾਵੇ । ਇਸ ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਨੂੰ ਵੈਬਸਾਈਟ www.pspcl.in ਦੀ ਸਾਈਟ ਤੋਂ ਡਾਊਨ ਲੋਡ ਕੀਤਾ ਜਾਵੇ ।

ਸੂਚਿਤ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਜੇਕਰ ਕਿਸੇ ਕਾਰਨ ਟੈਂਡਰਪ੍ਰਕ੍ਰਿਆ ਪੂਰੀ ਨਹੀਂ ਹੁੰਦੀ ਤਾਂ ਉਸ ਕੇਸ ਵਿੱਚ ਅਖਬਾਰਾਂ ਵਿੱਚ ਸੋਧ ਪ੍ਰਕਾਸ਼ਿਤ ਨਹੀਂ ਕਰਵਾਈ ਜਾਵੇਗੀ। ਸੋਧ ਸਬੰਧੀ ਵੇਰਵੇ ਪੀ.ਐਸ.ਪੀ.ਸੀ.ਐਲ. ਦੀ ਵੈਬਸਾਈਟ www.pspcl.in ਤੇ ਵੇਖੋ ਜਾਣ।

‘ਵਧੀਆਂ ਕੰਪਨੀ ਦੇ ਯੰਤਰ, ਬਿਜਲੀ ਬਚਤ ਦਾ ਮੰਤਰ’

ਸੀਨੀਅਰ ਕਾਰਜਕਾਰੀ ਇੰਜੀਨੀਅਰ,
ਐਮ:ਐਚ:ਸੀ ਓ ਤੇ ਐਮ ਮੰਡਲ,
ਪੰ:ਰਾ:ਪਾ:ਕਾ:ਲਿ ਤਲਵਾੜਾ।



PUNJAB STATE POWER CORPORATION LIMITED

REGD. OFFICE:- PSEB HEAD OFFICE , THE MALL , PATIALA 147001

CORPORATION IDENTITY NUMBER(CIN):- U4019PB2010SGC033813

WEB SITE:- www.pspcl.in

OPEN TENDER NOTICE		
Department Name	Engineer-In-Chief / Civil Design & Construction, E-4, Shakti Vihar, PSPCL, Patiala.	
Tender Specification No.	/MHC/20-21.	
Tender giving Authority with detail address	Sr.Executive Engineer, MHC, O&M Division, PSPCL, Talwara Pin Code:-144216 Distt-Hoshiarpur. Punjab Phone No.01883-236142 Email:- xentalwara118@gmail.com.	
Short Description i.e Name of Work	Providing temporary protection to damaged CC lining Slabs by laying Coarse Sand Filled EC Bags from RD 0M to RD 3000M of MHC-II.	
Eligibility Criteria	<p>1. Tender documents shall be issued preferably to those Co-Operative Labour Construction and Societies who are registered with Registrar/ Asst. Registrar Co-Operative Societies Punjab and have a valid enlistment with Punjab PWD Department and Punjab Irrigation Department.</p> <p>2. If Minimum Three numbers Co-Operative Labour Construction and Societies purchased the tender documents then the Schedule "A" as given below shall be applicable otherwise Schedule "B" as given below shall be applicable for contractors and societies. The tender documents shall be issued to those contractors who are enlisted as A Class Contractors with Punjab PWD Department, Punjab Irrigation Department, PSPCL, CPWD and State Undertaking Department etc.</p> <p>3. The Societies/Contractors should have successfully executed the civil works amount at least Rupees 4.00 lacs in one years.</p> <p>4. The Societies/Contractors should have GST Number, EPF number issued from EPF Commissioner/Asst.EPF commissioner.</p> <p>NOTE: - The documentary proofs for the above shall be produce.</p>	
Last date and time for sale of tender documents	Schedule –"A" for Co-op labour construction societies	Schedule "B" for contractors
	_____Upto 11.00 A.M	Upto 11.00 A.M
Last date and time for receipt of tender documents	_____Upto 5.00 A.M	___Upto 5.00 A.M
	_____At 11.30 A.M	___At 11.30 A.M
Date and time for opening of tender.	_____At 11.30 A.M	___At 11.30 A.M
Tender documents cost	Rs1180/-(Rs One thousand one hundred eight only) Non-Refundable by Cash i.e BA-16 or Demand Draft in Favour of Sr.Executive Engineer,MHC,O&M,Divn,PSPCL Talwara. Payable at State Bank Of India Branch Mukerian, Distt-Hoshiarpur.	
EMD	The tenders shall be required to submit Earnest Money @ 2% of Quoted value or Rupees 5000/- whichever is more.	
EMD Mode of payment	By cash i.e. BA-16 or by Demand Draft in favour of Sr.Executive Engineer/MHC, O&M Division, PSPCL, Talwara payable at State Bank Of India Branch Mukerian Distt-Hoshiarpur.	
Contact Person Name	Er.Harpreet Singh, Jr. Engineer, MHC, O&M SubDivision,	

	PSPCL,Unchibassi
Contact Phone Number	96461-11443 (M) & 01883-236142 (Office)
Tender information in details / conditions	<p>CONDITIONS:-</p> <ol style="list-style-type: none"> 1. The societies/contractors will quote the rates in duplicate on the prescribed tender form purchased from this office. 2. All tenders must be accompanied by Earnest Money @ 2% of Quoted value or Rupees 5000 whichever is more prescribed in the tender documents except in the case of those tenderer who are specifically exempted there under. 3. Tenderers will have to comply with all rules & regulations of under factory Act, Industrial Dispute Act, EPF Act, Labour Laws, Bonus Act, Retrenchment Act, Building and other Construction workers (Regulation of Employment and condition of service) Act and Building and other construction workers welfare cess Act etc. as applicable, on his appointment for the above said work. 4. Conditional tenders, tender received telegraphically through Telex or through Fax, tenders not in subscribed form or tender without Earnest Money and tender cost in the required shape, shall not be accepted. 5. The decision of the tender issuing authority to judge the capability of the bidder and to issue of tender documents will be final and binding. 6. The competent authority reserves the right to reject any or all tenders without assigning any reason what so ever is. 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. Terms and conditions given all section of Works Regulation 1997 of PSPCL with latest amendments will strictly adhered by the societies/contractor. The works regulation can be seen in the office of undersigned on any working days in working hours. 9. The tender shall be submitted in two separate envelope .The envelope containing deposit of earnest money and other containing the main tender in duplicate. While opening the tender the envelope containing earnest money shall be opened first and in case the deposit is in accordance with the terms of DNIT then the second envelope containing the tender shall be opened 10. The quoted rates shall be valid for 30 days. 11. The cost of work is Rupees 4.93 Lacs. 12. The work shall be completed within 60 days. 13. Before quoting rates Co-Operative Labour Construction

	<p>Societies/Contractors should visit the site of work.</p> <p>14. All Taxes/Duties etc shall be applicable as per prevailing Government instructions. The above rates/quoted rates are inclusive of all taxes & GST. GST will be deposited by contractor/L&C society to govt. as per prevailing PSPCL rates and its receipt/proof shall be deposited by him to this office.</p>
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Sr.ExecutiveEngineer,
MHC, O&M Division,
PSPCL, Talwara

CHECK LIST OF DOCUMENTS

It is mandatory for the bidders to Submit/Upload

Sr. No.	DETAILS	PART	REMARKS
1.1	EMD	Part-I	Online mode only
1.2	Tender cost	Part-I	Online mode only
2	(Schedule of general terms & conditions & technical parameter).	Part-II	
a)	Registration with prescribed depts. as contractor of prescribed class.	Mandatory	Upload scanned copies
b)	Certificate for having done specified value work within specified period.	Mandatory	Upload scanned copies
c)	GST Registration No. of firm.	Mandatory	Upload scanned copy
d)	EPF Registration No. of firm.	Mandatory	Upload scanned copy
e)	Under taking that DNIT is acceptable in toto.	Mandatory	Upload scanned copies
f)	Power of attorney in favour of person submitted the tender on behalf of the firm	Mandatory	Upload scanned copy
g)	Pan No. of firm,	Mandatory	Upload scanned copy
h)	Solvency certificate of bidder	Mandatory	Upload scanned copy
I)	Income tax return	Mandatory	Upload scanned copy
J)	Not Blacklisted Affidavit	Mandatory	Upload scanned copy
3	Regarding Part-III Price bid	Part-III	Fill online

GENERAL CONDITIONS REGARDING TENDER, WORK SCHEDULE

1.0 REGARDING TENDER:

- 1.1** The bidder shall be deemed to have carefully examined the specifications in its complete form and to have fully informed and satisfied himself as to the details, nature character and quantities of the work to be carried out, site conditions and other pertinent matters and details.
- 1.2** It is the intent of the Owner/Purchaser to incorporate these specification documents in the final contract agreement. The Bidders are required to review these documents and clearly state in their proposals acceptance of the same. (Attach undertaking to this effect “that the DNIT is acceptable in toto” by uploading the same at prescribed (location). The contract between the owner/purchaser and The vendor/contractor shall be subject to such changes, if any, mutually agreed upon between the owner/purchaser and vendor/contractor and included in the main text of the contract agreement.
- 1.3** The bidder shall furnish the rates and data called for in relevant parts and the schedules in the standard Performa /formats to facilitate correct evaluation of his Bid in a most expeditious manner. It is in their interest of the Bidder to submit the bid in the above manner, failing which it is likely that his bid may not be considered.
- 1.4** In case of conflict between different sections of the specifications, documents, precedence shall be given to the details given in sections in the following order of descending priority.
1. Schedule of quantities and prices
 2. Reference/Bid drawings
 3. Technical specifications
 4. General conditions
 5. Additional terms and conditions
 6. Other Sections

2.0 TIME OF COMPLETION AND WORK SCHEDULE:

- 2.1** The tenderers shall carefully read the instruction as outlined below, understand its implication in terms of financial and time elements. He shall ensure that all instructions are fully complied with, and seek any clarifications required before submitting the tender.
- 2.2** Time is the essence of the contract. Contractor’s particular attention is drawn to the fact that the time schedule for completion for this contract is extremely tight for the volume of work involved. It is essential that the contractor strictly adhere to the work schedule suggested in programme of works given below or to a work schedule mutually agreed upon between the contractor and the owner, keeping in mind that completion period for different portions of work and for whole work may be exceeded as explained in completion period as per section no.VI clause no.16.

Sr Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

DEFINITIONS

- i) “Act” means the Electricity act, 2003 (36 of 2003) and shall include any statutory amendments, modification or enactment thereof for the time being in force.
- ii) ‘Accepting Authority’ means the authority which is competent to accept tenders.
- iii) ‘Corporation’ means the Punjab State Power Corporation Ltd., constituted by the Govt. under section 131 of the Electricity Act 2003(Amended up to date) and any other appropriate act and shall include its successors and assigns.
- iv) ‘Chairman Cum Managing Director’ means Chairman cum Managing Director i.e CMD of the Corporation duly appointed by the Govt. under an appropriate section of an appropriate Act and also includes officiating CMD appointed under such Act.
- v) ‘Competent Authority’ means the Board of Directors of the Corporation or a Committee appointed by the Board of Directors of the Corporation or an officer of the Corporation authorized by the Board of Directors of the Corporation to exercise the powers for acceptance of tenders for works and services as per Corporation’s Delegation of powers in force from time to time.
- vi) ‘Consultant’ shall mean a person or a firm or an undertaking or an institution duly engaged by the Corporation or its duly authorized officer to give expert advice, specification, design and drawings in connection with the execution of a work/project.
- vii) ‘Contract’ means the documents forming the tender, acceptance thereof and the formal agreement executed between the Corporation and the Contractor, together with documents referred to therein. It shall include Notice Inviting Tender/Tender Specification including designs & drawings, information’s & instructions for tenders. Tenders (including the warranty, ‘Schedule of Quantities and Prices’ and other schedules attached thereto), general conditions of the Contract, special conditions, if any, relevant, pre-award correspondence and letter of intent/award thereof.
- viii) ‘Contractor’ (including Vendor/Fabricator) means a person or a firm or an undertaking or an institution to whom the work has been allotted for its execution and for rendering services in connections therewith and shall be deemed to include the contractor’s successors, authorized representative or assigns approved by the Engineer-in-Charge.
- ix) ‘Contract Price’ Shall mean either the lump sum amount named in contract or total of all payments estimated as per Unit Prices & Quantities set-forth in the contract/work order which are to be paid to the contractor for the work to be done under the contract/work order.
- x) ‘Contract Period’ shall mean the period during which the work shall be executed as agreed between Vendor/Contractor/Fabricator and Owner/Purchaser in the Contract including extensions, if any, granted by the competent authority.
- xi) ‘Completion’ shall be defined to be a state of readiness for use after completion of all items of work covered under the scope of a contract to the satisfaction of Engineer-in-charge.
- xii) ‘Contracting Agency’ means officer of the Corporation, who invites tenders for execution of works and for services.
- xiii) ‘Day’ means a calendar day of 24 hours irrespective of the number of hours worked or not in that day.
- xiv) ‘Date of Contract’ means the calendar date on which the owner/purchaser and Vendor / Contractor /Fabricator have executed/signed the contract. Effective date of contract shall mean the calendar date on which the owner/purchaser have issued to the vendor letter of Intent/Award.
- xv) ‘Date of Completion’ is the date or dates for completion of the whole or any part of the work as setout in or ascertained in accordance with the individual work order or the tender documents or any subsequent agreed amendments thereto.
- xvi) ‘Date of award of Contract’ shall mean the date of issue of the work order/allotment letter or the letter of intent, whichever is earlier.
- xvii) ‘Civil Designs Organisation’ means the organizational unit under the Engineer-in- Chief GM/CE assigned with the work of designing and laying down the specifications, invitation and finalization of tenders.
- xviii) ‘Drawing’ means the drawings, plans and tracings or prints thereof referred to in the specifications and /or appended with the tender documents, any modification of such drawings approved in writing by the Engineer-in-Charge and shall also include drawings issued for actual construction of the works from time to time by the Engineer-in-Charge.
- xix) ‘Engineer/Engineer-in-Charge’ means the Sr. Executive Engineer/Addl.SE in executive charge of the work and shall include his superior officers i.e. SE/Dy.CE and CE/GM/Er-in-Chief.

- xx) 'Emergency/Urgent works' means any urgent measures, which in the opinion of the Engineer-in-charge, become necessary during the progress of the work or obviate any risk of accident or failure or which becomes necessary for safety & security.
- xxi) 'Guarantee Period' Shall mean the period during which the work or plant or equipment shall give the same performance as guaranteed by the Vendor in the schedule of guarantee in the contract.
- xxii) 'Government' shall mean the Govt. of Punjab State.
- xxiii) 'Local Authority' means a Municipal Committee or Corporation or ZilaPrishad or panchayat or other authority legally entitled to or entrusted by the Govt. with the control or Management of Municipal or Local Fund.
- xxiv) 'Manufacturer' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the owner/purchaser or the endor/Contractor or both under the Contract.
- xxv) 'Month' shall mean the Calendar month.
- xxvi) 'Director' means Director of the Corporation duly appointed by Pb. Govt. under an appropriate section of the appropriate Act and includes an officiating Director appointed under Such Act.
- xxvii) 'Minutes' means the record in the summary form covering the proceedings of a meeting of the Corporation.
- xxviii) 'Owner' shall mean the PSPCL on whose behalf the enquiry is issued and shall include their successors and assigns as well as their authorized officers/representatives.
- xxix) 'Quotation' means the rate(s), terms & conditions quoted by a contractor in response to a specific enquiry for a work and/or supply to be executed on 'work order' basis.
- xxx) 'Registered Contractor' means the contractor registered with the various offices of the Corporation.
- xxxi) 'Sub-Vendor'/'Sub-Contractor/Sub-Fabricator' shall mean the person named in the 'contract' undertaking a part of the work or any person to whom competent authority approved.
- xxxii) 'Specification' shall mean collectively all the terms and stipulation contained in those portions of the contract known as general conditions, the specifications, drawings/ sketches and such amendments, revisions, deletions or additions as may be made in the agreement and all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the contract.
- xxxiii) 'Site' means the Land and/or other places, on, under, in or through which the work is to be executed including any other lands or places which may be allotted for the purpose of the contract.
- xxxiv) 'Tender' means rates, terms & conditions quoted by Contractor in response to tender call notice issued by contracting agency on prescribed forms with requisite non-judicial stamps duly affixed thereon and accompanied with 'EARNEST MONEY' for works and supplies provided to be executed on 'Contract' basis.
- xxxv) 'Week' means 7 days without regard to the number of hours worked or not, on any day, in that week.
- xxxvi) 'Work' means the work described in the tender documents, in individual work order and/or drawings & specifications accompanying as may be issued from time to time to the contractor by the Er.-in-Charge within the powers conferred upon him, including all modified or additional works and obligations to be carried out either at the site or at any Factory workshop or other place as required for the performance of the contract.

Sr Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SCHEDULE-‘C’

(Referred to in regulation-11)

Section-I: TENDERING & CONTRACT AGREEMENT**1.1 SUBMISSION OF TENDERS:-**

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

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

- i) The tender must be complete in all respects.
- ii) Tenders shall be submitted in duplicate or in specified number of copies and all copies shall be separately tagged and clearly marked as ‘original’ ‘Duplicate’ ‘Triplicate’ Quadruplicate as the case may be.
- iii) Telegraphic/Tele fax/Telex/E-mail quotations will not be accepted.
- iv) The tender shall be sent in two separate envelopes one envelope containing the main tender (all copies) and the other containing the earnest money. While opening the tenders the envelope containing Earnest Money shall be opened first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then the second envelope containing the tender shall be opened.
- v) Quotations/Tenders should be enclosed in double covers both addressed to **Additional S.E./Sr. Executive Engineer, MHC, O&M Division, PSPCL, Talwara**. Both inner & outer covers shall be sealed and subscribed with Tender Specification No. as given on the enquiry/ Tender Notice together with the date on which the tender opening is due and the name of work.
- vi) Quotation/Tenders shall be received in the office of **Additional S.E./Sr. Executive Engineer/MHC, O&M Division, PSPCL, Talwara** upto **5.00 P.M** on the due date given in the tender notice and shall be opened at **11.00 A.M** in the presence of tenderers or their authorized representatives who may like to be present. In case the due date of opening tenders happens to be a holiday tenders shall be received and opened at same hours on the next working day.

1.2 TENDERS TO BE INVALIDATED: -

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

1.3 INSPECTION OF SITE BY TENDERERS:-

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

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

1.4 SIGNING OF THE TENDERS:-

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

1.5 EARNEST MONEY:-

The tenderers shall be required to submit earnest money @2% of tender value rounded off to a multiple of 10 on the higher side subject to minimum of Rs. 5,000/- and maximum of Rs.10,00,000/- except in the case of those tenderers, who are specifically exempted.

Public Sector Undertakings fully owned by the Punjab Govt./Central Govt./Other State Govt. shall be exempted from depositing Earnest Money provided that a certificate of Govt. 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

1.6 TENDER TO CONFORM TO SPECIFICATIONS:-

Tender which proposes any alternation in the work specified in the Tender Specification or in time allowed for carrying out the work or which contains any other terms and 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 material charges for labour including all leads and lifts, tools, plant, mobilizing and demobilizing equipment, consumables such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures, setting out, transport charges, taxes, royalties, octroi for temporary/permanent works 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 remain firm irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities & rates and up to 35 % variation in the contract price.

d) Tenderer shall furnish %age extra/rebate over the contract price in excess of 35% variation allowed and in case tenderer does not specify the %age extra/rebate in his offer, the quoted price shall be deemed remain unaltered for any variation beyond 35% also.

e) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawings 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 remain unaltered for the use of any type of cement such as Portland Puzzolana or Ordinary Portland etc. supplied by the Board.

h) The rates quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on the works.

1.8 PRICE VARIATION:- (This clause is deleted)

1.9 ALL CUTTINGS/ CORRECTIONS TO BE INITIALED:-

Each page of the tender document including the schedule of quantity and 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/ the Punjab State Power Corporation Limited reserves the right to reject any or all the tenders received 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 INCOME TAX CLEARANCE CERTIFICATE:-

The bidder shall furnish Photostat copy of Income Tax Clearance Certificate; from the competent authority along with his tender.

1.12 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.

1.13 SOLVENCY CERTIFICATE:-

Every tenderer shall produce along with his tender a solvency certificate from scheduled Bank where his firm's account is being maintained. If he fails to produce such a certificate his tender may not be considered.

1.14 POST TENDER MODIFICATIONS:-

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

1.15 PATENT RIGHTS:-

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

In the event of any claim being made or action brought against Punjab State Power Corporation Limited or 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 PSEB but the contractor shall pay any royalties payable in respect of any such use.

1.16 ROYALTIES:-

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the contractor may be allowed to removed from quarries situated on land which is in charge of the Punjab State Power Corporation Limited authorities.

1.17 PLANT & EQUIPMENT:-

i) The contractor shall at his own expense supply all tools plants & 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 Punjab State Power Corporation Limited to the contractor or issued for use in the execution of the work as specified in the tender documents.

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

1.18 SPLITTING OF WORK:-

The Punjab State Power Corporation Limited 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 Punjab State Power Corporation Limited will not entertain any claim from any contractor as a result of such splitting up. The Punjab State Power Corporation Limited also reserves the right to exclude/include any items of work from/into scope of the contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labour, T&P and materials at the contractor's cost at any stage of work if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

1.19 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 purpose and also due to any revision of the construction drawings issued before execution of that part of the work.

1.20 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 specifications 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.

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SECTION - II
GENERAL CONDITIONS OF CONTRACT

2.1 SCOPE OF CONTRACT:-

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

Even though all the work and materials necessary to satisfactory completion of the works may not be detailed in the specifications and schedules, their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which the consequential 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 provide 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 minimize fire hazards.

2.4 WATER AND ELECTRICITY:-

- a) Contractor will make his own water supply arrangement for constructions as well as drinking purposes by installing tube wells, jet pumps etc. and laying distribution pipes wherever required. No arrangement will be made by the PSPCL for water supply.
- b) The contractors shall be given one single/three phase connection for each location of building/area and contractor's site office/workshop/stores/yards free of cost viz without levy of service connection and energy consumption charges including tariff and duties for supply of electricity for construction purpose. He shall make his own arrangement for further distribution. In case more than one connection is required due to exigencies of the work then number of such additional connection(s) will be decided by the Engineer-In-Charge whose decision shall be final and binding.
- c) The interruptions/failure/shut-down in the supply of power can not 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 T&P articles and attendance to Sr. Executive Engineer of his deputed representative to check his work. Instruments T&P articles brought by contractor shall be in good working conditions recently calibrated tested and are subject to approval by Sr. Executive Engineer Checking in part or full of any setting out of any line or level by the Engineer shall not in any way relieve contractor of his responsibility for the correctness thereof.
- c) Contractor shall establish and maintain base lines and bench marks adjacent to the various sections of work. All such marks and stakes must be carefully prescribed by contractor and in case of their destruction/dislocations by him or any of his employees or otherwise will be replaced at Contractor's expenses.

2.6 & 2.7

WORK TO BE EXECUTED AS PER DRAWINGS AND SPECIFICATIONS

The work shall be executed as per department design, PWD specifications and as per site requirement and as per instructions of Er. In-charge

2.8

GUARANTEES FOR PSPCL'S MATERIAL:-

The PSPCL will issue material for use on works as detailed separately. The contractor shall furnish the Board with a guarantee that materials supplied by the PSPCL to the contractor will be used exclusively for the work for which issued. The contractor shall be responsible for the loss destruction or deterioration of the material

supplied to him by the Board even if such loss, destruction or deterioration has occurred under any circumstances what so ever beyond his control as the material so supplied were his property.

2.9 BENCH MARKS:-

Permanent reference bench marks established and maintained by the Pb. State Power Corporation Ltd 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 reference to the nearest of the permanent bench marks mentioned above. The responsibility for the accuracy of the temporary bench marks for any works carried out based on these bench marks 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 (suitable office accommodation if available shall be made available), ware-house tool room change room labour huts outside the plant 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 and 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 of 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 the 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 area and underground 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. All temporary electrical installations shall be supervised by a qualified electrical supervisor of the contractor.

2.14 PROTECTION OF WORK BY CONTRACTOR:-

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

2.15 CO-ORDINATION WITH OTHER AGENCIES:-

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

2.16 ASSIGNMENT OR TRANSFER OF CONTRACT:-

The contractor shall not without the prior written approval of the Accepting Authority assign or transfer the contract or any part thereof or 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 BY 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 notices specifying the variations proposed to be made and reasons therefore & shall not carry out any such violations un-till he has received intimations from Engineer-in-charge in respect thereof the contractor shall be bound to give notice required by Statue 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 ACCIDENTS:-

In the event of occurrence of any accidents 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-in-Charge giving full details of the accident. He shall also report such accidents 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 persons as are skilled and experienced in their respective trades. The Engineer shall have full power at all times to object to the employment of any workman, foreman or other employees 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 froth with. 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 or 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 at 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 give not less than 7-days notice in writing to the Sr. Executive Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so conveyed up or placed beyond the reach of measurement any work without the consent in writing of Sr. Executive Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses, or in default thereof, no payment or allowance shall be made for such work or for the material 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, enclaves or grass land or cultivated ground contiguous to the premises on which the work of any part of it is being executed, or if any damage shall happen 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 expense 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.

The contractor shall not be entitled for any loss or damage in case the contract is to be suspended for some time or to be closed due to any equipment breakdown or shut-down of the unit for one reason or the other end for that he shall not be entitled for any compensation.

2.24 CONTRACTOR 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 have himself sufficient knowledge or experience to be capable of receiving instructions or can not give his full attention to the work. 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 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, plant tools, appliances, implements, ladders, cordage, tackle, fuels, lubricants, gasses, scaffolding and any temporary works etc. which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Sr. Executive Engineer as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to or from the work. The contractor shall also supply the requisite number of persons with means and material necessary for the purposes of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of very suit action or other legal proceedings 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/GAZETTED HOLIDAYS:-

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

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 workmen, if such compensation is paid by the Board as Principal under Sub –Section (i) of Section 12 of the said Act on behalf of the contractor, it shall be re coverable 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.

The contractor will take a policy with General Insurance Co. to cover all his workers against injuries fatal/non-fatal during course of duty against workman's compensation Act. The contractor shall submit a copy of the same before start of the work so that PSPCL is kept free from any liability arising out of accident.

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 after to PSPCL, shall cancel the contract in any of the following cases: -

- 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 enforce 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 under 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 creditor: OR
- b) being a Company, shell pass a resolution or the court shell make an order of the liquidation of its affaire, 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) Name an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors: OR
- d) Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer: OR
- e) Suffers an execution being levied or his goods works or property and allows it to be continued for a period of 21 days.

Whenever the Accepting Officer exercise 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 occur to the PSPCL and that if the cost of completion exceeds the moneys 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 contractor.

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account determining the excess cost to be charged to the contractor under this condition shall consist of the cost of material purchased and/or labour provided by the PSPCL with an addition of such percentage to cover superintendence 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 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 CHANGES 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, if 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 whatsoever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which have derived from the execution of the work in full but he did not derive in consequences of the force closing of work.

He shall be paid at contract rates, for the full amount of the work executed including such additional works e.g. clearing of sit 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 material 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, drawings, designs and instructions involving any curtailment of the work as originally contemplated.

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SECTION – III
PERFORMANCE OF THE CONTRACT AND PAYMENTS.

3.1 SECURITY DEPOSIT:-

The person whose tender shall be accepted (hereinafter called the contractor) shall permit owner/engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/Engineer-In-Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may 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 deposit shall be refunded to the contractor after the expiry of defects liability period which is 6 months from the date of issue of completion certification or payment of final bill whichever is later. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.

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

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 be 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 Punjab State Power Corporation Limited shall have power to adopt any of the following courses as he may deem best suited to the interest of the Punjab State Power Corporation Limited.
 - i) To rescind the contract (of which recession notice of 15 days in writing to the contractor under signature of the Engineer In-charge shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Punjab State Power Corporation Limited.
 - ii) To employ labour paid by the Punjab State Power Corporation Limited to supply materials to carry out the works, or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price, the certificate of the Senior Executive Engineer shall be final and conclusive against the contractor) and crediting him with the 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 the 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 shall be unexecuted out of his hands and to give it to another contractor to complete it in which case any expense which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final, conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the Punjab State Power Corporation Limited under the contract or otherwise or from his security deposit or the sale proceeds thereof, or a sufficient part thereof.

In the event of the above courses 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 work thereof actually performed by him under the contract unless and until the 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 exercisable 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 any 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 and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the Sr. Executive Engineer whose certificate thereof shall be final and conclusive otherwise the Sr. Executive Engineer may be 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 to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, Sr. Executive Engineer, may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor or at his risk in all respects and the certificate of the Sr. Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense or 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 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 ground for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer In-charge shall be final and binding.
2. For any delay in work on account of act of omission or commission at the part: of Punjab State Power Corporation Limited viz. delay in issue of material, alteration, 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 continuous 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 ware, hostility ,acts of public enemy, civil commotion, sabotage, floods, explosion, epidemics, fires other acts of God, strikes & lock-outs (thereafter referred to as eventualities) then, provided notice of the happening any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by 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 delayed performance and construction of work under this contract. Shall be resumed as soon as practicable after such eventuality 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 or 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 which ever is less 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 Sr.Executive Engineer whose decision shall be final and binding.
 - iii) 10% of the cost of material and 25% of cost of labour as enumerated above shall be added towards Contractor's profit, supervision and overhead charges etc. Amount of 10% shall not be paid over the cost of material if the same are supplied by the Pb. State Power Corporation Limited and 25% on such amount of labour if rates for labour are taken as specified by Contractor.
- (c) The Sr. Executive Engineer can sanction the rate provided the total amount of all such items under one contract is within his competence to accord technical sanction. When the total amount of all such items under one contract exceeds financial limit of the Sr.Executive Engineer, he shall refer the matter to the SE who will sanction the rate, if the total amount of all such items including those already sanctioned by the Sr.Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the Chief Engineer who has full powers to sanction such rates.
- (d) The Contractor shall deliver in the officer of the 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 contractors for which value shall be based on the guidelines given above. Extra items shall be taken in hand only after written orders from Engineer-in-charge. The contractors 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 Pb. State Power Corporation Ltd 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)Stores: -

The contractor shall be supplied with such materials/stores as defined in the contract, required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of material and stores so supplied at the rates specified separately in the contract be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise, against or from the security deposit of the proceed of the against or from the security deposit of the proceed of the sale thereof. All the materials supplied to the contractor shall remain the property of the contractor but not shall on any account be removed from the site of the work without the written permission of the Sr. Executive Engineer and shall at all times be opened to inspection by him. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Punjab State Power Corporation Limited's site stores and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in damage to any such materials.

b) WATER & ELECTRICITY FOR CONSTRUCTION OF WORK & CONTRACTORS STORE/OFFICE:

Refer Para 2.4

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

Rent free land if available shall be made available at suitable locations as directed by 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 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 not until the work shall have been measured by the Sr.Executive Engineer or where the measurement have been taken by the subordinates until they have received the approval of the Sr.Executive Engineer the said measurement being bind and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Sr.Executive Engineer may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

3.8 ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED TO BE 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 damages shall have been sustained.

3.9 DEDUCTION OF AMOUNTS DUE TO PUNJAB STATE POWER CORPORATION LIMITED:-

Any excess payment made to the contractor inadvertently or otherwise under this contract on any account what-so-ever and any other sum found to be due to board by the contractor in respect of this contract or any other contracts or work order on any account what-so-ever may be deducted from any sum what-so-ever 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 Punjab State Power Corporation Limited.

In case after completion of work and final payment to the contractor, it is found on account of General Audit, Technical Audit and or any other reason what so ever that any amount is recoverable from the contractor it shall be lawful for the owner to recover the same in any manner specified above.

3.10 ACTION WHERE NO SPECIFICATIONS :-

In the case of any clause of work for which there is no such specification mention in the contract, such work shall be carried in accordance with specification as decide by the concerned Engineer-In-charge.

3.11 ACTION ON UNSATISFACTORY PROGRESS:-

If the progress of a particular portion of the work is unsatisfactory, the Sr. Executive Engineer whose decision shall be final, shall notwithstanding that 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 dairy register will be kept at site office, contractor will supply all detailed information everyday at 9.30 Hrs for the proceeding day and the diary will be jointly signed by Sr. Executive Engineer/AEE/AE and contractors' representative in token of its correctness. A works instructions book serially numbered will also be kept at site office and all day to day instructions will be given in that book. The contractors' representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them. If the contractors' representative does not 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 materials and progress of construction work, as is required by the Sr Executive Engineer for compiling weekly progress reports. This information shall be supplied at 9.00 hrs on every Monday for the proceeding week.

3.13 DAMAGED WORKS:-

The contractor will be responsible for any and all losses of materials and damaged to works till they are handed over, as a result of floods, earth quakes, wars, rains, storms and other such acts of God. 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 the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as penalty an amount equal to ½% of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated or actual cost of work whichever is higher.

3.15 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 no 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 the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer In charge in his demand re-execute the work or remove and replace with other material of articles complained of as the case may be at the risk and expense in all respects of the contractor.

3.16 PAYMENTS:-

- 3.16.1 The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer In-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such works.
- 3.16.2 A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. Executive Engineer for all work executed on the previous month and 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.
- 3.16.3 i) The contractor will comply with all provisions of the EPF/ES & Misc. Provision Act., 1952 for all workers if engaged by him.
 ii) The contractor shall comply with all statutory provisions relating to Service Tax. He shall be submitting the proof of Service Tax deposit with the concerned authority along with the bill of next month.
 iii) The contractor shall comply with all statutory provision relating to ESI act. He shall be submitting the proof of ESI deposit with the concerned authority along with the bill of next month.
- 3.16.4 The contractor shall abide by all the statutory rules regarding providing fund as per EPF 1952 (up to date) and issue a monthly statement to MHC, O&M Division, PSPCL, Talwara with a certificate that statement furnished is true and correct and no eligible employee has been excluded from the list.
- 3.16.5 He shall be liable to discharge all other statutory obligations that may be applicable in his case including provident fund to his employees. It implies that contractor will deposit employee's EPF share and his contribution to the EPF Commissioner before 25th of each month and shall submit the proof of same by 25th the month. Failure to do so shall attract penalty @ Rs. 100/day. The above mentioned share (Both employee and contractor) may vary from time to time and contractor is to follow rules accordingly.
- 3.16.6 The contractor will certify that payment will be made to his labour by 10th of each month. If he fails to submit the certificate of payment by due date his next bill shall not be entertained.

- 3.16.7 The contractor will be bound to make payment to his labour as per provisions of labour laws even if payment by Punjab State Power Corporation Limited gets delayed because of any reason.

3.17 PAYMENT OF FINAL BILL:-

After the work is completed, final bill would be paid on the certification of an officer not below the rank of Sr. Executive Engineer that the work is done according to drawings and specification attached to the tender, if any additions and alterations have been carried out, detailed measurements in respect thereof shall be recorded and extra payments of deductions 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 rate, the payment shall be regulated as per clause for "extra items".

3.18 SIGNING OF RECEIPTS FOR PAYMENTS:-

The Punjab State Power Corporation Limited may refuse or suspend payments on account of 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 provided 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 party as the result of such terminations shall be referred, for sole arbitration of the nominee of the Punjab State Power Corporation Limited, 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 the 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 references, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and the 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/ Punjab State Power Corporation Limited shall be withheld on account of such proceedings.

3.20 DISMANTLED MATERIALS:-

All the dismantled material received on of the works shall have to be handed over to the owner and stacked in a manner approved by the Engineer In Store/site without any cost to the owner if otherwise not stated in work order.

3.21 RECESSION OF CONTRACT:-

The contract shall not be assigned or subject without the written consent of the Engineer In-charge and if the contractor assigns or subjects his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their 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 proceedings 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 or person in the employment of Punjab State Power Corporation Limited in any way relating to his office or if any such officer or person of Punjab State Power Corporation Limited shall become in any way directly or indirectly interred in the contract.

In such case the Punjab State Power Corporation Limited 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 thereto fore actually performed under the contract and further, Punjab State Power Corporation Limited may enter upon and taken possession of the works and all plant, tool scaffolding, sheds, machinery etc. 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 or 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 contractor fail to do so within a period of 14 days from issue of the notice by him, Punjab State Power Corporation Limited may sell the same by Public Auction. The amount so realized shall be adjusted against any money due to the Punjab State Power Corporation Limited by the contractor.

In case the Board intends to fore-close the contract before the completion of the job due to any reason then the Engineer In-charge shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured jointly. Unutilized materials supplied by the Board shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for unutilized 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.

3.22 Priorities & Licenses 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 Punjab State Power Corporation Limited. Only recommendatory letter wherever necessary shall be issued on the specific request by the contractor.

3.23 JURISDICTION:-

Jurisdiction for filling any suit in case of any dispute shall be the court at the Headquarters of Punjab State Power Corporation Limited's contract signing authority (i.e. Dasuya).

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SECTION - IV**SECTION –IV: FAIR WAGE CLAUSES AND LABOUR REGULATIONS:-****4.1.0 FAIR WAGES:**

- 4.1.1 The contractor shall pay not less than fair wage to labour, if engaged by him on the work. Fair wage means 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 Govt. PWD/ Punjab State Power Corporation Limited for district in which the work is done.
- 4.1.2 The contractor shall not with standing the provisions of any agreement to the contrary cause to be paid fair wage of laborer indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.3 In respect of all 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 Punjab Govt./Contractor's labour regulations made by the Govt. from time to time in regard to payment of wages , wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4 The Sr. Executive Engineer 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 the losses suffered by a worker or workers by the reasons of non- fulfillment of conditions of the contract from the benefits of the works. No payment of wages or deductions made from him or their wages, which are not justified by the terms of the contractors or for observance of the regularization referred to in clause 1.3 above.
- 4.1.5 Vis-à-vis The Punjab Govt./ Punjab State Power Corporation Limited, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity for his sub-contractor.
- 4.1.6 No labour below the age of 18 years shall be employed on the work.
- 4.1.7 It will be responsibility of the contractor to ensure that trees in the camp site and in the vicinity their fruit etc. are not damaged by his labour, or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

4.2.0 CAMPS & CONVENIENCES:

The contractor shall not put up any unauthorized huts, canteens or tea-shops on Punjab State Power Corporation Limited's property without the knowledge and prior approval of the Sr. Executive Engineer in writing.

4.3.0 MONTHLY RETURN REGARDING WAGES:-

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

4.4.0 CONTRACTOR'S LABOUR REGULATIONS:-**4.4.1 DEFINITIONS:-**

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

- a) **Labour** means workers as employed by Punjab State Power Corporation Limited /Public works Deptt. 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 piece work rate wages.

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.:-

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

4.4.3 PAYMENT OF WAGES:-

- a) Wages due to every worker shall be paid to him directly.
- b) All wages to 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 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 payments 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) Deduction for absence from duty i.e. from the place or places whereby 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, while 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 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 powers to make enquiries with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulations. He shall investigate into any complaint regarding only fault made by the contractor or by the sub contractor in regard to such provision.

4.4.8 REPORT OF LABOUR WELFARE OFFICER:-

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

4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:-

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

4.4.10 INSPECTION OF REGISTERS AND CARDS:-

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

4.4.11 SUBMISSION OF RETURNS:-

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

4.4.12 AMENDMENTS:-

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

4.5.0 INTOXICANTS:

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

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SECTION-V**SCOPE OF WORK AND ADDITIONAL TERMS AND CONDITIONS****5.1:- SCOPE OF WORK.**

Providing temporary protection to damaged CC lining Slabs by laying Coarse Sand Filled EC Bags from RD 0M to RD 3000M of MHC-II.

5.2:-ADDITIONAL TERMS AND CONDITIONS.

5.2.1:- The work should be done strictly in accordance with Drawings/BIS specifications /Pb. PWD specifications in that order of preference as well as to the entire satisfaction of the Engineer-in-Charge and in case of any dispute on any point, the decision of Engineer-in-Charge shall be final and legally binding on the contractor. In case specifications of any material are not clear it will either be according to BIS/Pb. PWD Specifications and to the entire satisfaction of Engineer-in-Charge.

5.2.2:- A minimum sufficient quantity of 50% materials of the total required quantity shall be arranged by the Contractor in advance and stacked at site before starting the work of replenishment / tipping crates.

5.2.3:- Rates and prices should be written in ink and shall be entered both in figure and words. Where there is discrepancy between the rates quoted in figures and words, rates quoted in words shall prevail and where there is a discrepancy between the amount worked on item rate by the department and amount entered by the tenderer the former shall governs.

- (i) Providing mentioned in an item means supplying and providing both. Supplying i.e. material and labour for mixing complete in all respects.
- (ii) The quoted rates shall be applicable for all statutory benefits payable to the workers by the contractor i.e. for weekly offs, Over time, insurance, Gazetted holidays, EPF, bonus and gratuity, etc. as per labour laws.

5.2.4:- Each tenderer shall give proof to the entire satisfaction of the Addl. SE, Senior Executive Engineer concerned that he has in his possession Punjab PWD specifications (Latest edition) incorporating up to date amendments according to which work shall be executed. Punjab PWD specifications and Common Schedule of rates shall form part of contract agreement.

5.2.5:- The monthly payments against the work done and measured shall be made by Senior Executive Engineer, (Engineer-in-Charge) through cheque.

5.2.6:- A certificate for last month's payment to the labour as per minimum wages DC labour rates shall be submitted by the contractor along with next month's bill failing which further payments will not be released to the contractor. The contractor shall also be bound to make payment to the workers as per provision as per labour laws. If payment by PSPCL is delayed due to any reason whatsoever, the contractor shall have to make timely payment to the workers from his own resources. He will be held responsible for any labour unrest on account of delayed payments to the labour by him.

5.3:-Rules regarding Employees Provident Fund:

5.3.1:- (i) The contractor shall abide by all the statutory rules regarding Provident Fund as per EPF Act-1952 as amended to date and issue a monthly statement of deposited EPF to this office with a certificate that statement furnished is true and correct and not eligible employee/worker has been excluded from the list. The bidder shall submit permanent EPF number while requesting for tender documents, the contractor shall be liable to discharge all other statutory obligations that may be applicable in his case including provident fund to his workers, it implies that contractor will deposit employees' contribution with EPF Commissioner at the

end of each month with equal amount of employer's contribution. The contractor shall remit this contribution along with inspection charges as well as charges and expenses of administration fund to the concerned EPF authority. He shall submit documentary proof of depositing EPF before submission of monthly next bill. The above-mentioned shares (both of the employee and the contractor) may vary as per rules and regulations from time to time and the contractor is to follow the rules strictly.

(ii) The contractor as employer issues contribution cards for EPF. However he may keep it in his custody unless required for inspection by the inspection agency.

5.3.2:- ESI: - The contractor shall obtain independent ESI code if applicable and shall discharge his liabilities. The contractor shall furnish the statement with each running bill of ESI amount due to be deposited by the contractor (Employee & Employer share etc) and submit a proof having deposited the same with the next running bill.

5.4:-The contractor /his authorized representative will get the work checked from the Engineer-in-charge or his representative.

5.5:- The contractor shall submit along with his tender attested copies of his partnership deed showing the names and addresses of all partners of the firm and attested copy of his registration certificate with the Registrar for firms / societies shall also be submitted. Conditional tenders are liable to be rejected.

5.6:- Conditional rebates such as on account of payment or R/A bill every month before stipulated date, payment of final bill within specified period etc. offered by the contractor shall not be accounted while evaluating the tenders and working out comparative merit position. However such rebates shall be availed by the department to the extent possible if work otherwise allotted to the contractor offering such rebates.

5.7:- Labour, T&P, material and supervision staff etc. of the contractor shall be subjected to check by PSPCL's security persons.

5.8:- All letters sent to the contractor by registered post and the address given by him at the time of tendering shall be deemed to have been delivered to him in the natural course of time. To intimate the change in address, if any at any time, shall be the responsibility of the contractor.

5.9:- TDS @1% in case of individual and in case of firm @2% of the amount payable to the contractor (or at the amended rates by the Govt. from time to time) along with surcharge as applicable, will be deducted from all the payments released to the contractor.

5.10:-GST: The rates are inclusive of all taxes & GST. GST will be deposited by contractor/L&C society to govt. as per prevailing PSPCL rates and its receipt/proof shall be deposited by him to this office.

5.11:- The tenderer shall have to make his own arrangement for the accommodation for his labour and stores during the execution of the work to the satisfaction of the Engineer-in-charge.

5.12:- Time allowed for the completion of the work will be within sixty working days (including mobilization period) to be reckoned from the date on which the order to commence the work is given to the contractor.

5.13:-Before any running payment is allowed against the work, the contractor shall be required to sign the contract agreement (on non-judicial stamp paper worth Rs. 15/-) within specified period of the intimation of the acceptance of his tender to him.

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

CONTACT AGREEMENT

This contract agreement made this _____ day of _____ in the year 2019 between the Punjab state Power Corporation hereinafter called one part and M/s. _____ called contractor/society on the other part for the work of “_____” in accordance with Tender Enquiry No. _____ Dated _____ and contractor’s proposal No. _____ Dated _____.

This is in conformation of the advance acceptances notified in the owner’s letter No. _____ dated _____ wherein the Owner has accepted the proposal of the contractor for the delivery/Construction of above said work as per work order No. ___ dated _____

In view of the foregoing, the Purchaser and the contractor have agreed to the scope of work and the terms and conditions of the order settled between them.

The NTT/Tender Specifications, the Contract’s proposal and related correspondence and the work order acknowledged accepted by the contractor form part of this agreement.

This agreement contains _____ pages.

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

Contractor

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SCHEDULE OF QUANTITIES /RATES QUOTED FORM.

Name of Work:- Providing temporary protection to damaged CC lining Slabs by laying Coarse Sand Filled EC Bags from RD 0M to RD 3000M of MHC-II.

Sr.No.	Description	Unit	Qty.	Rate	Amount
1)	Filling empty cement bags with coarse sand, sewing and laying in position with in 30M in dry condition including cost of EC bags and also cost of supply and carriage of coarse sand from Mirthal to site of Work and including cost of Strings. Complete in all respects and as per direction of Engineer in Charge and as per site condition.	No.	9300.00	53.05	493365.00
				G.Total	493365.00

- The above estimated rates have been worked out based on Punjab CSR 2020. In case there is any change in the sanctioned premium at the time of opening of the tender then the estimated rates given above will be revised accordingly and made applicable for the work. The percentage quoted by the contractor as per Sr. No. 2 below shall automatically become applicable on the revised estimated rates.
- I/We have gone through the terms and conditions of this bidding document diligently. My/Our bid is as under (strike out which is not applicable).
 - Above by _____% (in figures) _____ % (in words)
 - OR
 - Below by _____% (in figures) _____ % (in words)
 - OR
 - At par _____ (Fill Nil in case of at par)
- The % quoted by the contractor as per Sr. No. 2 above shall be applicable to all estimated rates of various individual items mentioned in the schedule of items and quantities above for the purpose of execution of contract.
- In case of any discrepancy in percentage written in figures and words then the percentage written in words will be considered final.

NOTE:-

- Labour welfare cess @ 1 % on (Gross amount) under welfare cess Act-1996 shall be deducted in terms of Pb. Govt. Deptt. oflabour (Labour Branch) Chandigarh Notification No. 21/3/97-11 Lab/6032 dated 11.11.2008.
- The carriage of material will be done strictly in accordance to the directions of the Hon'ble Supreme Court of India. If during execution of work it is found that overloading of material is carried out by the agency then the carriage rate shall be reduced by 50% and recovery will be made from the bill of agency / contractor (Note iii of Chp-5 of CSR-2010)
- The above rates are inclusive of all taxes & GST. GST will be deposited by contractor/L&C society to govt. as per prevailing PSPCL rates and its receipt/proof shall be deposited by him to this office.

(Signature of contractor)

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.

SCHEDULE OF QUANTITIES /RATES QUOTED FORM.**(Duplicate)**

Name of Work:- Providing temporary protection to damaged CC lining Slabs by laying Coarse Sand Filled EC Bags from RD 0M to RD 3000M of MHC-II.

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- I/We have gone through the terms and conditions of this bidding document diligently. My/Our bid is as under (strike out which is not applicable).
 - Above by _____% (in figures) _____% (in words)
 - OR
 - Below by _____% (in figures) _____% (in words)
 - OR
 - At par _____ (Fill Nil in case of at par)
- The % quoted by the contractor as per Sr. No. 2 above shall be applicable to all estimated rates of various individual items mentioned in the schedule of items and quantities above for the purpose of execution of contract.
- In case of any discrepancy in percentage written in figures and words then the percentage written in words will be considered final.

NOTE:-

- Labour welfare cess @ 1 % on (Gross amount) under welfare cess Act-1996 shall be deducted in terms of Pb. Govt. Deptt. oflabour (Labour Branch) Chandigarh Notification No. 21/3/97-11 Lab/6032 dated 11.11.2008.
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(Signature of contractor)

Sr. Executive Engineer,
MHC, O&M Division,
PSPCL, Talwara.