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Punjab State Power Corporation Limited
(Regd. Office :PSEB Head Office, The Mall Patiala - 147001,
Corporate Identity Number : U40109PB2010SGC033813 Website :www.pspcl.i
GURU GOBIND SINGH SUPER THERMAL PLANT ROOPNAGAR
OFFICE OF THE CHIEF ENGINEER /GGSSTP,
(SE/Headquarters)
PURCHASE CELL-III, V&P.O. GHANAULI, ROOPNAGAR-14011
(PH NO 01881-275289) E-mail: se-hq-ropar@pspcl.in

To
Regd. Limited Tender enquiry,
On various firm's as per List attached.

Memo No. 236/48 /P-3/S&T/EMP-W-11780
Dated: 19/1/21

Subject: - Transportation of steel from M/s Sail stockyard to GGSSTP Roopnagar Stores.

Enquiry No 309 /P-3/S&T/EMP-W-11780 dated 19-1-2021

Dear Sirs,

1. Description of work: Transportation of steel plates, angles, channels, beams and bars etc. (From M/s Sail Stockyard/PSPCL stores Ludhiana, Jalandhar, Mandi-Gobindgarh, Chandigarh, Shahpur-Kandi) to GGSSTP Ropar store.
2. Last date & time for
Sale of tender documents : 22-2-21 up to 11-00 AM
Receipt of tenders : 26-2-21 up to 11-00 AM
Opening of tenders : 26-2-21 at 11-30 AM
3. Cost of tender specifications : Rs. 590/- (each)
4. Earnest money: Rs. @2% of quoted rates. (Minimum Rs. 5000/- and maximum Rs 10 Lac)

Terms and Conditions:

1. A Set of tender documents (Non-transferable) containing terms and conditions can be obtained from the office of SE/HQ, GGSSTP, P.O. Ghanauli, Ropar-140113 by remitting its cost (Non-refundable) through PSPCL cash receipt or demand draft, drawn in favor of Accounts officer, GGSSTP, PSPCL, Ropar and payable at Ropar. Tenders of the firms who do not purchase the tender documents in advance, shall not be opened.
2. Tenders received telegraphically, through e-mail, telex or fax shall not be accepted. Tenders should be dully typed. Hand written tenders shall also not be accepted.
3. Tender specifications will be issued to only those firms/individuals who have valid registration with PSPCL/PSTCL/NTPC or any such central/state organisations for providing any type of goods transportation.
4. In case the date of opening of tenders happens to be a holidays, the tenders will be received and opened on the next working day at the same time and place.
5. In case of any dispute regarding issue to tender documents or any other dispute, CE/GGSSTP, Ropar shall be final authority and no claim on this account shall be accepted.

CC:-

- i) Dy.CE./MMC-I, GGSSTP, Rupnagar.
- ii) Dy.CAO/GGSSTP, Rupnagar.
- iii) ASE/S&T, GGSSTP, Rupnagar.
- iv) Notice Board.

19/1/21
SE/HQ
GGSSTP, Rupnagar.
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(Enquiry No: 307/P-3/EHPW-1128 Dated: 19.1.21)

TENDER DOCUMENTS

FOR

Transportation of steel plates, angles, channels, beams and bars etc. from various SAIL stockyards/PSPCL stores at Ludhiana, Jalandhar, Mandi Gobindgarh, Chandigarh, Shahpur-Kandi to GGSSTP Ropar Stores.

G.G.S.S.T.P. P.S.P.C.L.

RUPNAGAR

OFFICE OF THE
SE/HQ
GGSSTP, RUPNAGAR

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MAIN INDEX

NAME OF WORK- Transportation of steel plates, angles, channels, beams and bars etc. from various SAIL stockyards/PSPCL stores at Ludhiana, Jalandhar, Mandi Gobindgarh, Chandigarh, Shahpur-Kandi to GGSSTP Ropar Stores.

Name of Circle- Mechanical Mtc Circle-I, GGSSTP, Roopnagar.

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19/1/24
SE/HQ
GGSTP, RUPNAGAR

PUNJAB STATE POWER CORPORATION LTD
(GURU GOBIND SINGH SUPER THERMAL PLANT, RUPNAGAR)
NOTICE INVITING TENDER

Tenders are invited on behalf of PSPCL, for execution of following job:-

| Sr. No. | Description of Work | From | TO | Tentative Qty. |
|---------|---|--|-------------------------------|----------------|
| 1 | Transportation of steel plates, angles, channels, beams and bars etc. | M/s SAIL Stockyard/ PSPCL stores Ludhiana Jalandhar Mandi-Gobindgarh Chandigarh Shahpur-Kandi | GGSSSTP Rupnagar stores | 90 MT |

| | | |
|----|--|--|
| 1. | Tender Enquiry No. | <u>309/P-3/EmPW-11780</u> <u>dated: 19-1-2021</u> |
| 2. | Last date for receiving request for registration | <u>17-2-2021</u> |
| 3. | Last date for issue of tender documents | <u>22-2-21</u> |
| 4. | Last date for Receipt of tender document | <u>26-2-21</u> |
| 5. | Date and Time of Opening of tender | <u>26-2-21 at 11-30 AM</u> |
| 6. | Cost of Tender Documents | Rs. 500/-(Five hundred only) plus GST@18% |

[Signature]
 19/1/21
 SE/HQ
 GGSSTP, RUPNAGAR
[Signature]

[Signature]

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PUNJAB STATE POWER CORPORATION LTD
(GURU GOBIND SINGH SUPER THERMAL PLANT, RUPNAGAR)
TENDER NOTICE

| | | |
|-----|--|---|
| 1. | Address of issuing authority | SE/HQ GGSSSTP, P.O. Ghanauli, Rupnagar-140113 |
| 2. | Tender Enquiry No. | 309/P-3/EmPW-11780 dated: 19-1-2021 |
| 3. | Scope/short description of work | Transportation of steel plates, angles, channels, beams and bars etc. from various SAIL stockyards/PSPCL stores at Ludhiana, Jalandhar, Mandi Gobindgarh, Chandigarh, Shahpur-Kandi to GGSSTP Ropar Stores. |
| 4. | Last date for receiving request for registration. | 17-2-2021 |
| 5. | Last date for issue of tender documents | 22-2-21 |
| 6. | Last date for Receipt of tender document | 26-2-21 |
| 7. | Date and Time of Opening of tender | 26-2-21 at 11-30 AM |
| 8. | Cost of Tender Documents | Rs. 500/- (Five Hundred Only) plus GST@18% |
| 9. | Mode of tendering | Press Tender |
| 10. | Completion period | One year from the date of issue of Work Order with option to extend further by three months |
| 11. | Tender specification can be obtained from the office of the undersigned by depositing the tender documents fee of Rs.500/- (non Refundable) plus GST@18% in cash or in the form of DD drawn in favour of AO/O&M, GGSSTP, Ropar payable at Ropar. | |

Terms and conditions:-

1. Tenders of those bidders who have purchased the specifications shall only be opened and considered.
2. A set of tender documents containing scope of work, technical specifications & terms & condition can be obtained from the office of SE/HQ GGSSTP P.O. Ghanauli, Rupnagar, Pin No. 140113 Punjab by remitting its cost (non-refundable) in cash or through demand draft in favor of AO/O&M, GGSSTP Rupnagar payable at Rupnagar.
3. Tenders of the firms who do not purchase the tender documents in advance shall not be opened.
4. The tender must be valid for at least 120 days from the date of opening of tenders.
5. Tenders received telegraphically, through e-mail, telex or fax shall not be accepted.
6. GGSSTP, Rupnagar reserves the right to refuse issue of tender documents to any contractor/firm without assigning any reason & also reject any or all officers without assigning any reason & no claim on this account will be accepted.
7. The tender must be complete in all respects. Conditional, incomplete or not properly sealed tenders and Tenders received after the last date & time of opening of tender shall not be accepted, if the due date happens to be holiday, tenders shall be received and opened on the next working day at the same time.
8. In case of any dispute regarding issue of tender documents or any other dispute GM/GGSSTP, Rupnagar shall be the final authority & claim on this account shall be accepted

9. The tenders shall specify clearly his rates as per Performa attached.

10. All tender must be accompanied by Earnest money at the rates prescribed in the tender documents except in the case of those tender who are specifically exempted there from. Tenders received without Earnest Money shall not be opened.

11. Tender shall be submitted in duplicate. The tender shall be in two separate envelopes, one envelope containing the main tender and the other containing the earnest money. Both the envelopes should be clearly marked with 'Tender Document Cost & EMD' & 'MAIN TENDER'. While opening the tender, the envelope containing Earnest Money shall be opened first. In case the deposit of Earnest money is not as per clause 6 of Section I, then the main tender shall not be opened and the tender shall be treated as invalid.

12. Quotation/Tender should be enclosed in double cover both addressed to SE/ HQ, GGSSTP P.O. Ghanauli, Rupnagar, Pin No. 140113 Punjab. Both inner & outer covers shall be sealed and super scribed with Tender Enquiry No. as given on the enquiry/Tender Notice together with the date on which the tender opening is due and the name of work.

13. Paying authority: DY.CAO, GGSSTP, Rupnagar .

14. ELIGIBILITY CONDITIONS:

- i. Tender specifications will be issued to only those firms/individuals who have valid registration with PSPCL/PSTCL/NTPC or any such central/state organisations for providing any type of goods transportation.
- ii. The contractor/firm should have in his name/firm's name minimum 2 number of trailers each of at least 30 Ton capacity for carriage/transportation of steel. The contractor/firm should submit details of Registration Certificates of the Trailers in his possession showing their capacity, model & ownership details and undertaking to arrange additional trailers on requirement.
- iii. Tenderer should have the vehicle registered on his/her/firm's name.
- iv. Copy of valid PAN issued by Income tax department must be supplied.
- v. Copy of GST registration must be supplied.

15. PQR's for registration

| Sr. No. | Description |
|---------|---|
| 1. | Tender specifications will be issued to only those firms/individuals who have valid registration with PSPCL/PSTCL/NTPC or any such central/state organisations for providing any type of goods transportation. |
| 2. | The firms/individuals who want to register themselves at GGSSTP should submit the following documents on or before the last date of submitting the request for registration. The firms who are already registered with PSPCL/PSTCL/NTPC or any such central/state organisations also must fulfill the following eligibility criteria and submit the following documents along with the tender:- |
| a. | The contractor/firm should have in his name/firm's name minimum 2 number of trailers each of at least 30 Ton capacity for carriage/transportation of steel. The contractor/firm should submit details of Registration Certificates of the Trailers in his possession showing their capacity, model & ownership details and undertaking to arrange additional trailers on requirement. |
| b. | They should submit orders for execution of work related to providing any goods transportation facility in PSPCL/PSTCL/PWD/Railways/MES /Mandi board or any other govt/ semi Govt. depts./Pvt industry to show their capability. |
| c. | Copy of valid PAN issued by Income tax department. |
| d. | Copy of GST registration. |
| e. | They should have the vehicles registered on his/her/firm's name. |

| | |
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| f. | They should have Independent EPF and ESI account no. Issued from the concerned departments. |
| g. | They should not be blacklisted by any Govt./Public Sector Utility during last three years. A self-attested undertaking will be furnished by them in this regard. |
| h. | The firms who want to get themselves registered at GGSSTP shall deposit registration fee of Rs.1000/- (Rs. One Thousand only) plus GST @18% in cash or through Demand Draft in favour of AO/GGSSTP, PSPCL, Ropar payable at Ropar. |

16. PSPCL Works Regulations 1997 clauses amended up to date shall also be applicable.

19/1/20
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GGSSTP, RUPNAGAR.

GENERAL TERMS & CONDITIONS/ SPECIFICATIONS

1. ELIGIBILITY CONDITIONS:-

- a) Tender specifications will be issued to only those firms/individuals who have valid registration with GGSSTP/GGSSTP/GNDTP or any other office of PSPCL for providing any type of goods transportation.
- b) The contractor/firm should have in his name/firm's name minimum 2 number of trallers each of at least 30 Ton capacity for carriage/transportation of steel. The contractor/firm should submit details of Registration Certificates of the Trailers in his possession showing their capacity, model & ownership details and undertaking to arrange additional trailers on requirement.
- c) Tenderers should have the vehicles registered on his/her/firm's name.
- d) Copy of valid PAN issued by Income tax department must be supplied.
- e) Copy of GST registration must be supplied.

2. PQRs for registration:-

| Sr. No. | Description |
|---------|---|
| 1. | Tender specifications will be issued to only those firms/individuals who have valid registration with PSPCL/PSTCL/NTPC or any such central/state organisations for providing any type of goods transportation. |
| 2. | The firms/individuals who want to register themselves at GGSSTP should submit the following documents on or before the last date of submitting the request for registration. The firms who are already registered with PSPCL/PSTCL/NTPC or any such central/state organisations also must fulfill the following eligibility criteria and submit the following documents along with the tender:- |
| a. | The contractor/firm should have in his name/firm's name minimum 2 number of trailers each of at least 30 Ton capacity for carriage/transportation of steel. The contractor/firm should submit details of Registration Certificates of the Trailers in his possession showing their capacity, model & ownership details and undertaking to arrange additional trailers on requirement. |
| b. | They should submit orders for execution of work related to providing any goods transportation facility in PSPCL/PSTCL/PWD/Railways/MES /Mandi board or any other govt/ semi Govt. depts./Pvt industry to show their capability. |
| c. | Copy of valid PAN issued by Income tax department. |
| d. | Copy of GST registration. |
| e. | They should have the vehicles registered on his/her/firm's name. |
| f. | They should have independent EPF and ESI account no. issued from the concerned departments. |
| g. | They should not be blacklisted by any Govt./Public Sector Utility during last three years. A self-attested undertaking will be furnished by them in this regard. |
| h. | The firms who want to get themselves registered at GGSSTP shall deposit registration fee of Rs.1000/- (Rs. One Thousand only) plus GST @18% in cash or through Demand Draft in favour of AO/GGSSTP, PSPCL, Ropar payable at Ropar. |

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3. Rates :-
i) The rates should be firm and FOR GGSSTP and to be given in both figures and words. Corrections, cutting etc. if any, should be legibly signed or avoided.
ii) All applicable taxes should be clearly mentioned while quoting the rates. Rates must be quoted including all cost and taxes but excluding GST. GST shall be paid extra by PSPCL. If nothing is written in the offer, then it shall be considered as excluding GST.
4. Payment:-
100 % payment through check shall be made after receipt of material at GGSSTP in good condition. The payment of permit/any other fees & levies shall be paid by the firm. Bank Charges if any shall be borne by contractor/ owner of vehicle. Income tax at the prevailing rates shall be deducted while clearing the bills for payment.
5. Period:-
Contract period will be for one year. PSPCL will have the option to extend the contract period for another three months at the same rates, terms and conditions. However, the contract can be terminated by PSPCL by giving 15 days' notice at any time during the contract period. Decision of PSPCL will be final and binding on the contractor in this regard and no compensation shall be payable by GGSSTP, PSPCL.
6. Earnest Money:-
i) The tenderers shall be required to submit earnest money for tenders valuing above Rs. 50,000/- @ 2% of tender value rounded up to a multiple of Rs.10 (on the higher side) subject to minimum of Rs. 5000/- and maximum of Rs.10 Lac in the form of cash Receipt or Bank Draft drawn in favour of AO, GGSSTP, PSPCL, Rupnagar (payable at Rupnagar) along with the tender.
ii) Earnest money shall be forfeited in case of withdrawal/modification of NIT/tender specification after opening of tender.
iii) In case of successful tenders, Earnest money shall be converted as Security Deposit.
iv) The Earnest money shall be refunded to the unsuccessful tenders within 30 days of the award of order/Contract (LOI).
v) Tenders received without earnest money shall be rejected.
7. Security:-
i. The earnest money deposit at the time of tender shall be converted into security deposit and balance will be deducted from the bill to make the 5% of the gross value of work done.
ii. No interest shall be payable to the firm on the amount of earnest money or security deposit.
iii. On faithful execution of work in all respect, the security deposit of the firm shall be refunded after the expiry of 6-month/warranty periods.
iv. In the event of default on the firm in the faithful execution of work order, the security deposit shall be forfeited. The forfeiture of Security shall be without prejudice of any other right arising or accruing to the Board under relevant provisions to the work order like penalty for delay in Delivery including suspension of business dealings with Board for a specific period.
8. Penalty:-
In case of non-deputing of vehicle on any account or delay in sending the vehicle a penalty of Rs. 1000/- per day of the delay shall be levied for each such incidence. In case the contractor fails to depute a vehicle alternate arrangement will be made by PSPCL at the risk and cost of the contractor and the amount will be deducted from any amount due to the contractor from the PSPCL.
9. General:-
I) All rules and regulations prevailing and applicable from time to time or as directed by GGSSTP will be adhered to, by the firm.
II) The contractor shall indemnify GGSSTP/Board & every officer and employee of GGSSTP/PSPCL and keep GGSSTP/PSPCL harmless and indemnified against any claim or damages or fine which becomes payable due to negligence or otherwise, in taking due precautionary safety measures by the contractor.
III) All civil suits in this connection will be subject to the jurisdiction of local court at Rupnagar only.

10. STANDARD TERMS AND CONDITIONS:

- i. The PSPCL will not be responsible for any expenses or losses that may be incurred by the bidder of tender in preparation of the tender.
- ii. If the date of opening of tenders happens to be a holiday, the tenders shall be opened on the next working day
- iii. EPF, if applicable in respect of drivers engaged by the tenderer will be borne by the owner of the vehicle and submit to concerned EPF authority. In case of accident, any type of challan, halt charges, penalty, damage, court case, police case etc., the sole responsibility will be of the owner of the vehicle and PSPCL will not be party in such case.
- iv. Non-compliance of agreement shall invite forfeiture of the earnest money of the tenderer so deposited with PSPCL.
- v. Due to negligence of driver/firm any loss to PSPCL material/equipment, the firm will be responsible for that and the same will be recovered from the firm..
- vi. Earnest money deposit of unsuccessful tenders will be refunded as per rules after finalizing the tenders.
- vii. No interest will be paid on the earnest money or security deposit.
- viii. The Contractors will have to execute an agreement with PSPCL on non-judicial stamp paper of Rs. 100/- for faithful execution of the work as per terms & conditions of the work order.
- ix. All legal proceedings against this contract shall be in the Jurisdiction of Court at Ropar.
- x. All other general terms & conditions shall be as per PSPCL Works Regulations 1997 amended up to date shall also be applicable.


SE/ HQ

GGSSSTP, RUPNAGAR







**FAIR WAGES CLAUSE & LABOUR
REGULATIONS.**

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FAIR WAGES CLAUSE & LABOUR REGULATIONS

1. FAIR WAGES :

- i) The contractor shall pay not less than fair wage to labour, 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/ PSPCL for district in which the work is done.
- ii) The contractor shall notwithstanding 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..
- iii) 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 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.
- iv) The Sr. Xen. concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good 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. Non 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 regulations referred to in clause 1(iii) above.
- v) Vis-à-vis The Punjab Govt./PSPCL 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.
- vi) No staff i.e. Supervisor, driver & conductor below the age of 18 years shall be employed on the work.
- vii) 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.
- viii) The firm must obtain valid license (if applicable) for engaging labour from licensing authority in case firm is to engage labour for doing works listed under the clause before undertaking work.

2. CAMPS & CONVENIENCES:

2.1 Suitable temporary hutting, accommodation as in the opinion of Sr. Executive Engineer may be necessary, outside premises of the PSPCL's land. The contractor shall not put up any unauthorized huts, canteens or tea-shops on PSPCL's property without the knowledge and prior approval of the Sr. Executive Engineer in writing.

2.2 Trenches, lanterns, bathing enclosures and platform separately for men and women and their regular cleanness to the satisfaction of the Medical Officer incharge of the area.

2.3 Clean drinking water to be provided by the contractor.

2.4 In the event of is failure to provide any or all the above amenities the same shall be provided by the Govt. and the cost recovered from the contractor. Any dispute regarding the above points shall be settled by the Sr. Executive Engineer whose decision shall be binding.

3. MONTHLY RETURN REGARDING WAGES:

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

4. CONTRACTOR'S LABOUR REGULATIONS.

4.1 DEFINITIONS:

These regulations may be called "Punjab Public Works Department Contractor's labour regulation". 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 PSPCL / Owner / Purchaser /Public Work Department or by the contractors directly or indirectly through a sub-contractor or other person or any agent on his behalf.
- b) "Fair Wages" means wages whether for time or piece of works notified at the time of inviting tender for the work and where such wages have not been notified, the wages prescribed by the Punjab Public Works Department /PSPCL or Deputy Commissioner Ropar.
- c) Contractor shall include every person whether a Sub-Contractor or headman or agent, employing labour on the work taken on contract.
- d) "Wage" shall be the same meaning as defined in the payment of wages Act, 1936 and includes time and piece work rate wages.

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

5. PAYMENT OF WAGES:

- a) Wages due to every worker shall be paid to him directly.
- b) All wages be paid to staff through cheque or to be credited directly in saving accounts (online) of staff only. No other form of payment to staff will be accepted.
- c) The Transporter shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed one month.
- e) Wages of every workmen employed on the Contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or on behalf of the Transporter, 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 Transporter 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 Transporter shall also maintain a wage card for each worker employed on the work.

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viii) The authority competent to accept the Contract may grant an exemption from the maintenance of wage register and wage cards, to a Transporter who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

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

7 **REGISTER OF FINES ETC.**

- a) The Transporter shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reason for which fines was imposed or deduction for damage or loss was made.
- b) The Transporter 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.

8 **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.

9 **POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY:**

Authority of the Punjab Government on 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 any faults made by the Transporter or by the Sub-Transporter in regard to such provision.

10 **REPORT OF LABOUR WELFARE OFFICER**

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

11 **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 Transporter.

Handwritten signatures and initials at the bottom of the page.

12 **INSPECTION OF REGISTERS AND CARDS:**

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

13 **SUBMISSION OF RETURNS:** The transporter shall submit periodical returns as may be specified from time to time.

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

15 **INTOXICANTS:**

Transporters 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.

[Handwritten Signature]
20/11/77
SE/HQ

GGSSTP, RUPNAGAR

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Specific Terms and conditions
(Fair wages clauses and labour regulations)

1. LABOUR LAW REGULATIONS

The contractor will abide by all rules & regulations framed under various labour laws & Acts. He will keep PSPCL free from any liability arising out of any omissions on his part in compliance of these acts. In addition to this, contractor will also provide facilities to labour engaged by him as stipulated in scope of work.

Various labour laws and acts prevalent, which are to be complied with by the transporter, are given below: -

- Factory Act, 1948.
- Minimum Wages Act, 1948.
- Industrial Dispute Act, 1947.
- Payment of Wages Act.
- EPF Act, 1952 & Misc. Provisions.
- Contract Labour Regulation & Abolition Act, 1970.
- Workman Compensation Act.
- Motor vehicle Act.
- Punjab Labour Welfare Fund amendment Act 2005
- GST act
- Any other act applicable as per prevailing acts / laws.
- Employee State insurance Act, 1948.

If any other act or law comes in force during the pending of the contract, those shall also be binding on the transporter. All rules and regulations prevailing and applicable from time to time or as directed by GGSSTP will be adhered by the firm. The firm shall indemnify and keep GGSSTP/PSPCL harmless from and against all actions, suits, proceedings, costs, damages, claims and demand whatsoever, either in law or equity and all costs and charges & expenses that the GGSSTP/PSPCL may sustain or incur arising from or out of the omission or commission of any act/acts of the firm, his workers, employees, assignee or sub contractor. The firm shall also indemnify GGSSTP/PSPCL & every officer and employee of GGSSTP/PSPCL and keep GGSSTP/PSPCL harmless and indemnify against any claim for damages or fine which become payable due to negligence or otherwise in taking due precautionary safety measures by the firm/contractor.

2. Payment of Service Benefits:- The contractor/firm must have to pay all the service benefits including Bonus, Gratuity, Retrenchment benefits and leave encashment etc. to all the workers. In case of non-payment of all service benefits to workers in time, it will be treated as non compliance of terms and conditions of contract by the contractor/firm and firm's registration for the work of that contract will be cancelled.

3 The contractor/firm shall take ESI insurance Number for all the workmen. The workers will be issued Gate Pass only if they are being provided with the ESI insurance number.

4 Comprehensive Medical Examination of all the workmen is mandatory as per guidelines of Hon'ble Supreme Court of India delivered in CWP No. 79 of 2005 decided on 31.01.2014. No worker shall be employed for the first time without a certificate of fitness granted by Factory Medical Officer. Contractor/firm will ensure pre-employment and periodical comprehensive medical examination of all the workers as per Factories ACT, 1948 and Punjab Factory Rules, 1952.

5 The contractor/firm shall provide modern PPE(Personal Protective Equipment) to every workmen working under him as per job/site requirement. PPE must be of ISI or International standards. The firm shall ensure the use of PPE by every workmen. In case workmen found not using PPE, the firm shall be fined Rs 100/- (Rs One Hundred) per worker.

6 The detail and specification of the Personal Protective Equipment (to be given by the contractor to its workmen) as recommended by Expert Committee are as follows:-

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| Sr no. | Description of PPE | Specification of PPE | Recommend action for its use |
|--------|--|---|--|
| 1 | Industrial Safety Helmet | 8 point suspension with standard accessory slot for attachment like ear muff ace shield, IS marked as per IS 2925-1984/EN:397 (adjustable size 540 to 590 MM). Colour:- White, Blue, Green, Yellow. | All Workers |
| 2 | Welding Helmet | UV/IR protection upto DIN 16CE marked EN 175: 1997, EN 379: 2003, EN 169: 2002 | ----do---- |
| 3 | Ear Plugs | Foam/ cotton corded in poly bags / carry case, NRR 32db, conform to IS 9167/EN: 352 | ----do--- |
| 4 | Respirator (without valve) | Stitched adjustable double elastic IS marked as per IS 9473- 2002 and CE marked EN 149 :2001 | -----do----- |
| 5 | Safety Goggles Impact protector(dust , Grinding) | Hard coated clear polycarbonate lenses with side shield as per IS 5983- 1980/CE marked EN:166 ANSI Z87.1.2003 | -----do----- |
| 6 | Welding Goggles | Fitted with IR 5/11 lens as per IS 5983:1980, CE marked EN:166/169 | The employees deployed for welding Jobs. |
| 7 | Welding head screen | Flat fronted flame retardant with concealed handle as per IS 1179(2008) | ----do---- |
| 8 | Welding Glass(Black) | Black welding glass size 4.25"x3.25" CE marked EN 166 | -----do----- |
| 9 | Welding Glass (White) | White welding glass size 4.25"x3.25" CE marked EN 166 | -----do----- |
| 10 | Leather Hand Gloves | As per IS 6994 (part-I) 1973, CE marked EN:388(size 14"/16") | All Workers |
| 11 | Heat Resistant Hand Gloves(Asbestos free) | Heat resistant fabric & leather back & cuff with woolen lining as per IS 2573:1986/ CE marked EN 388(size 14"/16") | For welder |
| 12 | Safety Shoes | With steel toe IS marked as per IS 15298 (part-II) :2002 (size 6 | All Workers |

| | | | |
|----|---|--|--|
| | (Mechanical Job) | to 11 no) | |
| 13 | PVC Gum Boots | IS 3738:2004(size 7 to 11 no) | Staff deployed for working in muddy area |
| 14 | Dangri/ Rain Coat(medium , large and extra large) | Protects from rain. | All Workers |
| 15 | Leg/ Arm Guard | Protection against sparks during welding | The employees deployed for welding Jobs. |
| 16 | Chrome Leather Apron | -----do----- | -----do----- |

7 The contractor/firm shall provide EPF slips and Pay slips regularly to every workmen working under him as it is mandatory under various labour laws.

8 The contractor shall issue the appointment letter to all workers employed by him mentioning the contract period as per work order. In case the work order further extended for a specific period then he will again issue the appointment/ extension letter for the same period.

9 The contractor/firm shall obtain Group Insurance Policy which covers the fatal/non fatal accidents compensation awarded by Court under Workmen's Act, 1923 in respect of those workers whose pay is above Rs.15000/- per month or who are not covered under ESI Act, 1948. Contractor / Firm shall provide the copy of Group Insurance Policy to the concerned office before the start of work.

10 Labour Welfare fund @ 20/- per worker per month shall be contributed by the contractor and @ Rs.5/- per worker per month shall be contributed by each worker. This total Rs.25/- per worker per month shall be deducted/deposited as per Punjab Labour Welfare Fund Act, 1965/Punjab Labour Welfare Act, 2005.

11 The contractor is required to submit an attested copy of the License issued by Licensing Officer (Asstt. Labour Commissioner, SAS Nagar) to execute work through contract labour under Section-12 on the Contract Labour (Regulation & Abolition) Act,1970 within two weeks from the date of start of work, in the event of his having employed 20 or more workers on any day of the proceeding twelve months.

12 The workers shall be allowed leave with wages as per Factories Act, 1948.

13 The contractor shall pay Rs.500/- per month to the workers over and above the minimum wages as allowances as per memo no. 1339/IRO-459(2) dated 23.7.2015 of Under Secretary/I.R., PSPCL, Patiala.

14 The contractor should make all arrangement for payment of wages to the labour deployed by him not less than the rates fixed by the Labour Department, Punjab under Minimum Wages Act, 1948 from time to time on completion of every month first at his own before the expiry of 7th / 10th day of next month (as the case applicable) as per Section-5 of Payment of Wages Act, 1936 in the presence of authorized representative of the Department.

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

16 The contractor will be bound to make payment to his labour as per provisions of Labour Laws even if payment by PSPCL gets delayed because of any reason. If he fails to make payment by due date he shall be penalized as per payment of wages Act, 1936-Section-20, Penalty for offences under the act.

17 The contractor shall pay not less than fair wage to labour engaged by him on the work. Fair wage means wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the labour department of Punjab Government.

18 The contractor must obtain a valid license for engaging labour from licensing authority in case he is to engage labour for doing works listed under the clause before undertaking the work.

19 The contractor is liable to follow the guidelines of Hon'ble Supreme Court of India delivered in CWP No. 79/05 decided on 31.01.2014 and recommendation of expert committee by NIOH on occupational Health & Safety of the workers of Thermal Power Plants.

20 As per guidelines of Hon'ble Supreme Court of India delivered in CWP No. 79/05 decided on 31.01.2014, free and comprehensive medical treatment to be provided to all workmen found to be suffering from an occupational disease, ailment or accident until cured or until death.

21 The contractor shall maintain a first-aid box as prescribed at his site office.

22 All contractors/Societies shall have to get their record inspected from Assistant Labour Commissioner, S.A.S Nagar/ Labour Inspector, Rupnagar under various Labour Laws within every six months. Copy of the inspection report shall be submitted to concerned office under which the work is to be executed and Chief Welfare Officer, GGSSTP, Rupnagar.

23 If any other clause/clauses come in force during the pendency of the contract, those shall also be binding on the contractor.

24. The contractor shall maintain a First-aid box as prescribed at his site office

25 **EMPLOYEES PROVIDENT FUND:**

The transporter shall abide by all the statutory rules regarding provident fund as per EPF ACT 1952 (up to date).

He shall be liable to discharge all other statutory obligations that may be applicable in his case including provident fund to his employees.

26 **ESI Act**

The firm shall follow the rules and regulation of Employee State Insurance Act 1948. The shall have ESI number issued from concerned office.

27 **Labour license**

Firm will obtain valid labour license (if applicable) from concerned department for the staff employed against this work well before commencement of work and submit same in the office of ASE/S&T, otherwise, the EMD deposited by firm along with tender shall be forfeited.

28. **CAMPS & CONVENIENCES:**

- Suitable temporary hutting, accommodation as in the opinion of Sr. Executive Engineer may be necessary, outside premises of the PSPCL's land. The contractor shall not put up any unauthorized huts, canteens or tea-shops on PSPCL's property without the knowledge and prior approval of the Sr. Executive Engineer in writing.
- Trenches, latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical Officer incharge of the area.
- Clean drinking water to be provided by the contractor.
- In the event of his failure to provide any or all the above amenities the same shall be provided by the Govt. and the cost recovered from the contractor. Any dispute regarding the above points shall be settled by the Sr. Executive Engineer whose decision shall be binding.


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SPECIFIC TERMS & CONDITIONS TO GOVERN THE CONTRACT:-

1. The rates should be firm and FOR GGSSTP and to be given in both figures and words. Corrections, cutting etc. If any, should be legibly signed or avolded.

ii) All applicable taxes should be clearly mentioned while quoting the rates. Rates must be quoted including all cost and taxes but excluding GST. GST shall be paid extra by PSPCL. If nothing is written in the offer, then it shall be considered as excluding GST.

The rates should be quoted inclusive of all costs of diesel / lubricants, repair, route permit, insurance, registration, all other odd charges related to running of the vehicle and statutory taxes/duties/fees but exclusive of GST.

2. **Terms of Payment:-**

100 % payment through check shall be made after receipt of material at GGSSTP in good condition. The payment of permit/any other fees & levies shall be paid by the firm. Bank Charges if any shall be borne by contractor/ owner of vehicle. Income tax at the prevailing rates shall be deducted while clearing the bills for payment.

3. The contractor will have to follow all the road safety Rules during the working, so as to avoid any accident and damage to life and material.

4. Income-Tax or any other deduction as per prevailing rules shall be deducted from each bill of the contractor.

5. The contract can be terminated after giving one month's notice by Engineer in charge of PSPCL, without any additional liability to PSPCL, without assigning any reasons, whatsoever.

6. The contractor has to enter into any agreement on a non-judicial stamp paper for Rs.100/- as per PSPCL . Rules within 15 days of the award of contract. The cost of stamp papers and other documents/ completion of formalities shall be borne by contractor.

7. In case of any dispute, the decision of CE. (O&M), GGSSTP, Ropar shall be final and binding on the contractor.

8. For all disputes, the matter shall be settled within the jurisdiction of courts of Ropar.

9. The contractor will abide by all rules & regulations framed under various labour laws & Acts. He will keep PSPCL free from any liability arising out of any omissions on his part in compliance of these acts. In addition to this, contractor will also provide facilities to labour engaged by him as stipulated in scope of work.

10. In case workers engaged by the firm go on strike in response to call given by any Union or otherwise, the firm shall have to make adequate alternative arrangement of manpower to ensure continuity of work otherwise penalties shall be imposed on the firm as already specified

11. **INDEMNITY:-**The firm shall indemnify and keep GGSSTP/PSPCL harmless from and against all actions, suits, proceedings, costs, damages, charges, claims and demands whatsoever, either in law or equity and all costs and charges and expenses that the GGSSTP/ PSPCL may sustain or incur arising from or out of omission or commission of any Act/Acts, of the contractor, his agents, employees, assignee or sub-contractors.

The firm shall indemnify GGSSTP/PSPCL & every officer and employee of GGSSTP/PSPCL and keep GGSSTP/PSPCL harmless and indemnified against any claim or damages or fine which becomes payable due to negligence or otherwise, in taking due precautionary safety measures by the contractor.

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12. The contractor shall be principal employer for the purpose of EPF and MP Act 1952 and shall be solely responsible for maintaining register, submission of returns in specified forms and making the various provisions of the act ,including deductions, deposit of EPF contribution (both employee and employer share) as mentioned in the letter of allotment of EPF number issued by the RPFC of the contractor. The PSPCL shall not be responsible for any default by the contractor on this account.

13. All other terms and conditions shall be as per Schedule-C attached herewith.

14. In case of negligence on the part of transporter to execute the contract with due diligence and expedition and to comply with any reasonable orders given in writing by the contracting agency/ PSPCL in connection with contract or any contravention in the provisions of the contract, the contracting agency/ GGSSTP may give 15 days' notice in writing to the transporter to make good the failure or neglect or contravention and if the Transporter fails to comply with the notice within time considered to be reasonable by the GGSSTP, GGSSTP will have the right to cancel the contract for full or part of the job and award the same at the risk and cost of the transporter, or cancel the contract and claim due compensation/damage from the transporter .

Further in case of such default by the Transporter the GGSSTP may also suspend business dealings with the Transporter apart from claiming reasonable compensation/damage & forfeiture of security.

15. **INSURANCE:** The vehicle shall be fully insured against all risks including third party risks. All works in connection with making and settling of claims, if any, with other parties and or insurance Co. shall be carried out by transporter for which no extra payment shall be made by the PSPCL.

16. **CHANGES:** No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the PSPCL and the transporter.

17. **SECURITY:** - Security @5% of the gross amount shall be deducted from each running bill. However the same shall be refunded after **six months** of faithful execution of contract. No interest on the security so deducted will be given. EMD deposited will be adjusted against security in the running bills.

18. **PENALTY FOR DELAY & POOR PERFORMANCE:** In case of non-deputing of vehicle on any account or delay in sending the vehicle a penalty of Rs. 1000/- per day of the delay shall be levied for each such incidence. In case the contractor fails to depute a vehicle alternate arrangement will be made by PSPCL at the risk and cost of the contractor and the amount will be deducted from any amount due to the contractor from the PSPCL.

19. The firm shall follow the rules and regulation of Employee State Insurance Act 1948. The shall have ESI number issued from concerned office.

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SCOPE OF WORK

Transportation of steel plates, angles, channels, beams and bars etc. from various SAIL stockyards/PSPCL stores at Ludhiana, Jalandhar, Mandi Gobindgarh, Chandigarh, Shahpur-Kandi to GGSSTP Ropar Stores.



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PERFORMA FOR QUOTING RATES

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Performa for Quoting Rates

| Sr. No. | Description of Material | From | TO | Tentative Qty. | Rate in Rs./ MT | Minimum Rate per Trip |
|---------|---|----------------------------------|-------------------------|----------------|-----------------|-----------------------|
| 1 | Transportation of steel plates, angles, channels, beams and bars etc. | M/s SAIL Stockyard/ PSPCL stores | GGSSSTP Rupnagar stores | 90 MT | | |
| | | Ludhiana | | | | |
| | | Jalandhar | | | | |
| | | Mandi-Gobindgarh | | | | |
| | | Chandigarh | | | | |
| | | Shahpur-Kandi | | | | |

Signature of the Tenderer

NOTE:

1. The Rates quoted should be FOR GGSSTP and legibly written both in figures & words & must be typed/printed/written in ink.
2. All applicable taxes should be clearly mentioned while quoting the rates. Rates must be quoted including all cost and taxes but excluding GST. GST shall be paid extra by PSPCL. If nothing is written in the offer, then it shall be considered as excluding GST.
3. Maximum quantity to be lifted during the contract period is restricted to 90 MT, however there is no minimum quantity restrictions.
4. To & fro transportation & insurance is in firm's Scope.
5. The job will be allotted on the basis of aggregate value of total work.


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CONTRACT AGREEMENT

This contract agreement made this _____ day of _____ in the year _____ between the PUNJAB STATE POWER CORPORATION LIMITED here in after called "Purchasers" and _____ having their Regd. Office at _____ here in after called "Contractor" for the work order for **Transportation of steel plates, angles, channels, beams and bars etc. from various SAIL stockyards/PSPCL stores at Ludhiana, Jalandhar, Mandi Gobindgarh, Chandigarh, Shahpur-Kandi to GGSSTP Ropar Stores.**, in accordance with Tender Enquiry No. _____ and Contractor's proposal No. _____ dated: _____.

This is confirmation of the advance acceptances notified in the Purchaser letter No. _____ dated: _____ where the Purchaser has accepted the proposal of the Contractor for **Transportation of steel plates, angles, channels, beams and bars etc. from various SAIL stockyards/PSPCL stores at Ludhiana, Jalandhar, Mandi Gobindgarh, Chandigarh, Shahpur-Kandi to GGSSTP Ropar Stores** as per work order no. _____ dated: _____.

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

The NIT, Tender Specifications, the Contractor's proposal and related correspondence and the Work Order acknowledged/accepted by the Contractor form part of this agreement.

The agreement contains 1 page.

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

Contractor

Purchaser


