



**PUNJAB STATE TRANSMISSION CORPORATION LTD.
(O/O Dy.Chief Engineer/HR&Admn.,Shakti Sadan, PSTCL,Patiala)**

SPECIFICATION No. 01

Dt. 19.05.2014 /

Tender Fee Rs.1000/- (non refundable)

Last date for submission of tender form: 20.06.2014 up to 11.00 AM)

Sub: Hiring in services of Data Entry Operators &Skilled/Unskilled workman.

The PSTCL Patiala invites sealed tenders for various categories on job work basis from the firms who are registered with Regional Provident Fund Commissioners, Employees State Insurance Corporation (ESI) and having Labour license from Labour, Department Punjab and should also have Service Tax registration number along with PAN number issued by the Income Tax department. Interested parties may quote their monthly rates technical qualifications and financial bid. The detailed terms and conditions as laid down by the department are given as under:-

Detailed Terms and Conditions:

1. Tenderers shall quote monthly complete rates for the services required as per tender notice which should not be less than Deputy Commissioner concerned in the State of Punjab fixed under the Minimum wages Act.
2. The intending tenderers shall submit proof of solvency certificate minimum amounting to Rs.5.00 lacs from a scheduled bank.
3. The service Provider shall submit documentary proof in support of satisfactory performance of the contract from the concerned Departments/Agencies where he has undertaken such job during the past three years.
4. An affidavit to the effect that the agency has neither been blacklisted nor debarred by any authority (Annexure-C).
5. The annual turn over of the firms should not be less than Rs. 2.50 crores per annum for the last three years duly certified by the Chartered Accountant. It is also made clear that the requirement through out the entire State of Punjab shall have to be met by the Service Provider.

6. The firms should quote their rates monthly category-wise indicating the details of ESI, EPF, service Tax etc.
7. The PSTCL reserves the right to increase or decrease the scope of work without assigning any reason.
8. The PSTCL will reimburse the wages and other statutory charges and no advance payment will be allowed to the firms.
9. The payment of monthly wages of the staff shall be made by PSTCL and its subordinate offices on receipt of monthly bill from the contractor by 5th of every month complete in all respects. The PSTCL and its subordinate offices shall ensure that the payment is released to the service provider within 3 days of receipt of monthly wages bill each month to enable for making payments to daily wagger staff by 10th of each month. No advance payment shall be allowed to the service Provider.
10. The Service provider shall submit documentary proof i.e. original challan in support of deposit of EPF,ESI service etc. by 20th of each month to satisfy PSTCL that all deductions have been made, deposited and credited into the account of the concerned staff.
11. The PSTCL shall nominate a dedicated officer to ensure the timely release of payments to the service providers.
12. The agency will provide services for different categories as per requirement of the PSTCL for different periods.
13. The manpower provided by the service provider shall have to undergo Police verification.
14. The agency will not be allowed to sublet the work under any circumstances.
15. Identity Cards will be provided to the Personnel whose services are offered to PSTCL by the agency at service provider cost.
16. The PSTCL shall be at liberty to impose fine on the agency which can go upto Rs.500/- per day for non-payment/late payment of wages.
17. In case where the payment is delayed by two months or more, the PSTCL shall be at liberty to initiate action to blacklist the service provider.
18. Entries denoting the time and place of payment of wages and the payments actually made shall be made in the register of wages simultaneously as the payments are made.

19. The authorized representative of the principal employer shall record under his signature a certificate at the end of entries in the register of wages of the wages-cum-muster roll, as the case may be, in the following form:-
“Certified that the amount shown in Column No..... has been paid to the workman concerned in my presence on At.....
20. The Contactor/Agency will be responsible for obtaining a valid license or renewal from the competent authority and supply the same to the PSTCL.
21. In the case of category of security guard the services will be required on round the clock duty i.e. two guards on 8 Hours duty who will maintain proper record of the vehicles entering the PSTCL premises.
22. Condition of deployment of workers and responsibility of Security Guard as mentioned in the Schedule “A” & “B” respectively will be followed by Contractor and his employees strictly.
23. Tender form should be sealed with cello tape and sealing wax as prescribed. Unsealed tenders shall not be entertained.
24. Tender must be submitted on the prescribed tender form in original, The Tender form is not transferable issued by the PSTCL otherwise tender will be rejected straightway.
25. Tender must be accompanied with requisite amount of earnest money in the favour of A.O./Cash,Punjab State Transmission Corporation Limited Patiala, in the shape of **Demand Draft** of any scheduled Bank in India payable at Patiala. Earnest Money in any other form shall not be accepted. The PSTCL will return earnest money to the unsuccessful Tenderers after the finalization of tender.
26. The rates should be mentioned both in figures as well in words:
 - a) The prescribed qualification, experience along with necessary documents /proof and other requisite compliances and statutory conditions shall be pre-requisites; noncompliance of the same shall render the participant for rejection at the very outset without actually participation in the bid.
 - b) Telegraphic/Fax/telex offers will not be entertained and rejected straightway.
 - c) The Contractor who is awarded the contract shall have to sign an service agreement on non-judicial papers of worth Rs.30/- (format enclosed herewith at Annexure-B and B-I) within 15 days of the offer of the contract.
 - d) Tenders will regarded as constituting an offer open to acceptance in whole or in part at the discretion of the PSTCL,Patiala, for a period for two years valid from

the date of opening of the tender by the committee. The following documents shall be submitted along with the tender duly filled and signed and complete in all respects:-

- i) Registration Certificate of firm under Companies Act duly attested by the Gazetted Officer of the Government/notary Public.

OR

Copies of relevant documents if your firm is sole proprietary firm duly attested by Gazetted Officer of the Government/Notary Public.

OR

Copies of the partnership deed duly attested by a Gazetted Officer of the Government/Notary Public.(Please submit relevant documents as applicable in your case.)

27. The successful tenderer (herein after also called Contractors) has to furnish Bank guarantee (Annexure'B') for a sum of Rs. 5 lacs valid for One year and three months from the date of submission of PBG (Performance Bank Guarantee).
28. The tenderer should submit documentary evidence including contract signed in the last 3 years with performance certificate from the client to prove that the contractor has 3 years experience in providing manpower or providing staff for the purposes mentioned in tender notice.
29. The Contractor shall give an undertaking to the following effect in the form of an affidavit of Rs. 50/- on non-judicial stamp paper (duly attested) by the Notary Public/Executive Magistrate and the same shall be part of the agreement.
30. Consolidated cheque will be issued by the Department for all the contribution like EPF,ESI & service tax. Etc. which will be further deposited by the agency with the appropriate authority latest by 20th of every month and submit the acknowledgement of the same in the Department and that the said Contractor shall be responsible for implementation of provisions of labour Laws and rules made there-under.
31. Certification of Financial competence from a nationalized bank & audited balance sheet of the last 3 years duly certified by the Chartered Accountant.
32. The Performance Bank Guarantee, Indemnity Bond, Affidavit and Agreement shall be submitted within 15 days of the award of the contract failing which offer of contract is liable to be cancelled and the earnest money will be forfeited. The

Earnest Money deposited by the tenderers would be released on receipt of above mentioned documents.

33. The Service Providers shall have to submit an affidavit duly attested by the Executive Magistrate/Notary Public as per Annexure-C.
34. The successful tenderer shall deploy manpower as per the requirement of the department.
35. The Service Providers shall have to submit Income Tax Return & Income Tax clearance certificates duly attested by the Income Tax Authorities for the last three years. The Department shall pay monthly wages as notified by the concerned Deputy Commissioners in the State of Punjab from time to time to the Contractor to his workers. Besides monthly wages as per prevailing D.C. rates, the department shall also pay to the Contractor statutory charges (i.e. EPF, ESI, Service Tax as reimbursement).The reimbursement will be on production of Challans for payments of these statutory charges.
36. Incomplete or conditional tenders will not be entertained and shall liable to be rejected straightway. All necessary documents and certificates are required to be filed and attached along with the tender.
37. The contractor shall open accounts of workers so deployed for EPF and ESI with the competent authority within 15 days of the assumption of the charge of the Contract. The receipts of payments of EPF and ESI contribution should be from the local competent authority. The list indicating EPF Accounts Nos. of the workers with detail of account should be submitted to the Department, within 15 days of release of 1st payment.
38. The Contractor would provide Uniforms as prescribed by the PSTCL and Identity Cards to workers before deployment failing which penalty @ 100/- per day per worker would be imposed. The Uniforms and Identity Cards are required to be supplied by the contractor and this amount cannot be deducted from the wages of the workers. The contractor shall ensure that no security guard worker is on duty on any day without proper Uniform and Identity Card.
39. Failure on the part of the contractor in complying with any of the clauses shall make the 2nd party liable for penalty which the Department might consider necessary and equitable. The 1st party may also withhold the payment of subsequent months in case of such failure on the part of the Contractor.

40. The offer must be kept valid for acceptance for a period up to one year. In case wages of the month could not be distributed by 10th of the following month to any worker because of his absence or non-availability, the same shall be deposited by the Contractor with the PSTCL with a statement which incorporates complete addresses of the workers along with challan for depositing the amount involved. The statement and challan shall be counter signed by the two officials deputed by the PSTCL for overseeing the payment to the workers.
41. The PSTCL shall have further right to adjust or deduct any amount on account of damages or loss caused due to negligence of duty by contractual staff deployed by the successful Contractor from his running due payments under this contract and can also be charged against the performance Bank Guarantee/Indemnity Bond.
42. The successful Contractor shall ensure that the persons so deployed do not allow any property of the PSTCL to be taken outside premises without a proper gate pass signed by the designated Officer/Official.
43. That the successful Contractor shall not engage any sub-contractor or transfer the contract to any person/firm.
44. Income Tax will be payable by the contractor and shall be deducted at source as per law. In case of insufficiency of the amount of service charges available for deduction of the income Tax payable, the contractor shall have to deposit the difference with the PSTCL along with the bill of wages for the month.
45. The manpower provided by the Contractor shall always remain employees of the Contractor for all intents and purposes and the Contractor alone shall be liable for any dispute which may have any sort of legal repercussions in a court of the law.
46. In case any employee of the Contractor is on leave or absent from the duty for any reasons, upon such intimation the Contractor would provide substitute/replacement within 24 hours failing which the Contractor shall be liable to pay the double amount of wages to the PSTCL till such period his substitute is provided. This amount shall be chargeable against the Performance Bank Guarantee/ indemnity Bond. The Department reserves the right to assign duties to any person against absent employee of the contract during this period.

47. The contractor shall fully indemnify the PSTCL for the following:-
- a) Any loss suffered by the PSTCL due to any omission or commission on the part of contractor in discharge of his contractual and legal obligations during the validity of the contract.
 - b) Any orders/ directions of the Labour Court/ any other competent court in case of any dispute between the contractual staff and contractor on account of any payment on the orders of the Labour Court.
 - c) Any award decree of the Court of arbitration by any judicial or quasi-judicial authority.
48. The Service Provider shall ensure the Saving Bank Accounts of all the workers employed by him are opened with Nationalized bank and that monthly wages are credited into their saving Bank Accounts in order to minimize the chances of improper wages and any violation of these instructions will be viewed very seriously by the PSTCL and this will be considered as a valid ground to black list the Service Provider.(s)
49. Any dispute arising out of this contract at any stage shall be referred to the C.M.D/PSTCL, Patiala whose decision shall be final and binding upon the Service Providers.
50. **FORCE MAJEURE:** Any failure or omission or commission to carry out the provisions of this contract by the contract shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from any act of god, which shall include an acts of natural calamities such as fire, flood, earthquake hurricane, or any pestilence.
51. Certified that I/We have read over the tender documents including the draft agreement and have understood the contracts.
- I/ We undertake to abide by the terms and conditions as laid down in the tender documents/ agreement. In case the contract is awarded to me/ us in the near future.

52. Employment for the various Categories will be made as per requirement of the PSTCL regarding number of person as well as period.
53. The monthly wages to the outsourced staff shall be given as approved by the Govt. of Pb., Deptt. of Labour as notified by the Labour Commissioner Pb.Chandigarh from time to time. Besides, T.A., Bonus and other arduous duty allowances shall be paid as decided by the PSTCL.
54. Any relevant instructions issued by the Labour Department or Personnel Section, Finance Department and Welfare Department of Pb.Government from time to time on this subject shall also be applicable.
55. The detailed conditions relating to qualification and experience of staff to be outsourced are given in Annexure-'D' of the tender document.

Superintending Engineer/HR&Admn,
PSTCL, Patiala.

BANK GUARANTEE

ANNEXURE-'A

Whereas PSTCL (herein referred to as the Owner) which expression shall unless repugnant to the Context, include its legal representative, successors, and assign entered into a security Service Contract (hereinafter referred to as the contract) with M/S (hereinafter referred to as the contractor) which expression shall unless repugnant to the context, include its legal representative, successors, and assigns based on the terms and conditions in the Contract.

AND WHEREAS by the said contract, the owner has agreed to pay and Contractor for the works carried out by the in terms of the said Contractor for Security Services.

We, M/S _____ (hereinafter called the Bank) at the request of the Contractor do, as a primary obligator and not merely as surely, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the Owner by reason of any failure of the Contractor to perform and omission or negligence to perform any part of its obligations to the satisfaction of the Owner in terms of the Contractor.

We, The Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of any breach by the said Contract of any of the terms and conditions contained in a said Contractor or by reason of the Contractor's failure or omission or negligence to perform the said Contract or any part thereof.

Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by intermediate payment or satisfaction of any part of or obligation thereunder. However, our liability under this guarantee shall be restricted to an amount of Rs. 5 lacs.

We, the Bank, undertake to pay to the owner any amount so demanded by the Owner, notwithstanding.

1. Any dispute of difference between the Owner and Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court of tribunal or arbitrator relating theirto or.
2. The invalidity, Irregularity or unenforceability of the Contract or.
3. Any other circumstances, which might otherwise constitute discharge of this guarantee including any act or omission or commission on the part of the Owner to enforce the obligations by the Contractor or any other person for any reason whatsoever.

We, the bank, further agree that guarantee therein contains shall be continued one and remain in fu -1- effect during the period that would be taken for the performance of their said Contract and that it shall continue to be

enforceable till all dues of the Owner under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the office of AO/Cash PSTCL, Patiala clears that the terms and conditions of the said Contract have been fully and promptly carried out by the said Contractor and accordingly discharges this guarantee.

We, The Bank, hereby agree and undertake that any claim which the Bank may have against the Contractor shall be subject to and subordinate to the Prior payment and performance in full of all the obligation of the Bank hereunder and the Bank will not, without prior written consent of the Owner, exercise any legal right of remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise whosoever. We, the Bank will not counter claim or set off against its liabilities to the Owner hereunder any sum outstanding to the credit of the Owner with it.

We, the Bank further agree with the Owner that the Owner shall have the fullest liberty without our consent and without affecting in any manner obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time and of the power exercisable by the Owner against the said contractor and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being guarantee to the said contractor or for any forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effected of so relieving us. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor. We, The bank lastly undertake not to revoke this guarantee during its currently except with the previous consent of the Owner in writing.

The disputes relating to this Bank guarantee shall be resolved as per the Terms and Conditions of the Contractor.

Place:

Signature and seal of the Bank

Date:

SERVICE AGREEMENT

This AGREEMENT is made on thisday of between the Punjab State Transmission Corporation LTD. Through O/o Dy.Chief Engineer/HR&Admn., PSTCL, Patiala (hereinafter referred to as the "PSTCL" which expression shall, unless, excluded by or repugnant to the context be deemed to include its successors in office and assignees) of the first part and a company registered under the Companies Act,1956/a partnership firm constituted between having its place of business or registered office at Chandigarh acting through Its managing Director (hereinafter referred to as "Service Provider" which expression shall, unless, repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner (s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part. WHEREAS the Service Provider is engaged in the business of providing,. Outsourcing Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE THIS AGREEMENT WTTNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents warrants and confirms that the Service Provider:-

1.1 Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement shall continue to have full capacity, power and authority to

carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/ consents in all applicable jurisdictions to authorize the execution, delivery and performance of this agreement.

1.2 Has the necessary skills, knowledge, expertise, adequate capital and competent Personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the PSTCL.

1.3 Shall on the execution of this agreement and providing services to the PSTCL, not violate, breach and contravene any conditions of any agreement entered with any Third Party/ies;

1.4 has complied with and obtained necessary permissions/licenses/authorizations under the Central State and local authorities and obtained all required permissions/licenses for carrying out its obligations under the agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The service provider shall operate and provide services to the PSTCL at its various sites during the time specified by PSTCL
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all the possible steps to ensure to maintain its performance as determined by the PSTCL from time to time
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/ give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If PSTCL notices that the personnel of the Service Provider has / have been negligent, careless, in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid reoccurrence of such incidents and reports to PSTCL.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to PSTCL or itself can take action in accordance with Law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement

3. TERMS OF PAYMENT

- (a) Fees and charges for the Services to be rendered are as per Work Order No.....dated..... as agreed to between the parties.(Service charges shall be paid at% on DC rates for respective category of staff to be hired instead of minimum wages fixed by PSTCL.)
- (b) All payments made by the PSTCL shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Service Provider being the employer in relation to persons engaged/ employed by it to provide the Services under this agreement shall alone be responsible and reliable to pay wages/ Salaries to such Persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum wages Act, 1948 (Act XI of 1948) for the Category of Workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe Compliance of all the relevant labour laws.
- (d) The Service Provider will have to produce the register of Wages or the register of Wages-com-muster roll of the proceeding month along with the Bill to be submitted on the 20th day of every calendar month for verification to the nominated official of PSTCL. The Service Provider shall ensure that Payment to his employee is made in the presence of an authorized representative of PSTCL.
- (e) Entries denoting the time and place of payment of Wages and the payments actually made shall be made in the registered of wages simultaneously as the payments are made.
- (f) The authorized representative of the Principal employer shall record under his signature a certificate at-the end of entries in the register of wages of the wages-cum-muster roll, as the case may be, in the following form:-

"Certified that the amount shown in Column No..... has been paid to the workman concerned in my presence on..... at....."

4. SUBMISSION AND VERIFICATION OF BILLS

The Service provider shall submit on a monthly basis the bills for the services render to enable PSTCL to verify and process the same.

5. DISCIPLINE

- (a) The Service Provider shall issue identity cards, on its own name and trading style to its personal deputed for rendering the said services, which at PSTCL's option, and would be subject to verification at any time. PSTCL may refuse the entry into its premises to any personnel of the service Provider not bearing such identity card or not being perfectly dressed.
- (b) PSTCL shall always have the right and liberty to do surprise inspection at its site.
- (c) The Services rendered by the. Service Provider under this agreement will be under close supervision, co-ordination and guidance of the PSTCL. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by PSTCL from time to time.
- (d) It is understood between the parties hereto that the service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute

and/or claim whatsoever against the PSTCL. PSTCL shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged / employed by the Service Provider for any purpose whatsoever nor would PSTCL be liable for any claim (s) whatsoever , of any such person(s).

6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:-

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the PSTCL and the Service Provider. The Service Provider Shall not by any acts, deeds or otherwise represent any person that Service Provider is representing or acting as agent of PSTCL except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of Contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein shall be employees of the Service Provider only and not of the PSTCL. The Service Provider shall be liable to make payment to its said employees towards their monthly Wages/ Salaries and other statutory dues like employees Provident Fund, Employed State Insurance, Minimum Wages, Bonus, Gratuity etc.
- (c) PSTCL shall not be liable for any obligations/ responsibility/ Contractual legal or otherwise , towards the Service Providers employees/ agents directly and/ or indirectly in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/ permission(s)/ license(s) etc. which are/ may be required under any labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the central and state government rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep PSTCL indemnified against all losses, damages, claims actions taken against PSTCL by any authority/office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with the Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws.
It is expressly understood that the Service Provider is fully responsible to ascertain and understood the applicability of various Acts, and take necessary action to comply with the requirement of law.
- (d) The Service Provider shall give an undertaking by the 20th of each month in favour of the Department that he has complied with all his statutory obligations.

8. ACCOUNTS AND RECORDS

(a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the PSTCL.

(b) The Service Provider shall forthwith upon being required by the PSTCL allow PSTCL or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the PSTCL to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the PSTCL. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the PSTCL for such discrepancies or overcharge.

9. INDEMNIFICATION

The Service Provider shall at its own expenses make good any loss or damage suffered by the PSTCL as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time in the premises of the PSTCL or otherwise.

The Service Provider shall at all times indemnify and keep indemnified PSTCL against any claim on account of disability/death of any of its personnel caused while providing the services within/ outside the site or other premises of the PSTCL which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications here of or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working of there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by, any Person whether in the employment of the Service Provider or not. Who provided or provides the services at the site or any other premises of the PSTCL shall be as provided hereinbefore.

(a) The Service Provider shall at all times indemnify and keep indemnified the PSTCL against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the PSTCL "s premises or before and after that.

(d) That, if any time, during the operation of this agreement or thereafter the PSTCL is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a) , (b) and (c) here in above, the Service Provider shall immediately pay to the PSTCL all such amounts and costs also and in all such cases/events the decision of the PSTCL shall be final and binding upon the Service Provider. The PSTCL shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or from any pending bills of the Service Provider.

10 LIABIALITIES AND REMMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the PSTCL shall be entitled to procure services from other sources and the Service Provider shall be liable

to pay forthwith to the PSTCL the difference of payments made to such other sources, besides damages at double the rate of payment.

11 LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance / non-performance of services, which it may suffer or otherwise incur by reason of any act / omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering or non-rendering the services under this agreement.

12 TERM

This agreement shall be effective for a period of one year with effect from allotment of tender and can be extended further for a period on similar terms and conditions as may be deemed fit and proper by the PSTCL.

13 TERMINATION

- (a) Either party can terminate this agreement by giving on month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the PSTCL shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of his agreement, PSTCL may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to PSTCL for losses or damages on account of such breach.
- (c) The PSTCL shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enter into an arrangement for the benefit of creditors.

14 ASSIGNMENT OF AGREEMENT

This agreement is executed on the basis of the current management structure of the service provider. Henceforth, any assignment of this agreement in part or whole, to any third party without the prior written consent of the PSTCL shall be ground for termination of this agreement forthwith.

15 COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- (a) The Service Provider shall furnish to the PSTCL all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the

concerned Government authorities required for running such a business of Service Provider.

- (b) The Service Provider shall always inform the PSTCL in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the PSTCL.

16 SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time writing.

PSTCL

Service Provider

Dy.CE/HR&Admn.,
Shakti Sadan,PSTCL,
Patiala.

M/s
.....

17 CONFIDENTIALTY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of PSTCL and it undertakes that it shall not without PSTCL "s prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years the date of expiry of this agreement or earlier termination thereof.

18 ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this agreement, if required shall only be made in writing.

19 AMENDMENT/ MODIFICATION

The parties can amend this agreement at any time. However such amendment shall be effective only when it is reproduced in writing and signed by the authorized representatives of both parties hereto.

20 SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement or portion thereof, to be unenforceable, that provision of the agreement will enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this agreement shall continue in full force and effect.

21 CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provision hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22 WAIVER

At any time any indulgence or concession granted by the PSTCL shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the PSTCL to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this agreement nor in any way affect validity of this agreement or any part thereof or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23 FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and Governmental or public authority's demands or requirements.

24 DESPUTE RESOLUTUION

This agreement shall be deemed to have been made/ executed at Patiala for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred the sole arbitrator to be appointed by the PSTCL. The award given by the arbitrator shall be final and binding on the parties.

25 GOVERNING LAW/ JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Patiala shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26 TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencements of order (Contract Agreement), it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE PSTCL AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSRIBE THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRSENCE OF THE FOLLOWING WITNESSES:

Dy.Secretary/General
For:DY,CE/HR&Admn.,
PSTCL, Patiala.

SIGNED, SEALED AND DELIVERED
M/s

SERVICE AGREEMENT

ANNEXURE-B-1

THIS AGREEMENT is made on thisday of2010 between the Punjab State Transmission Corporation LTD through....., (hereinafter referred to as the “ PSTCL”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and Sh.....S/o Sh.....resident of..... District.....(hereafter referred to as “ person” of the second part.

WHEREAS the services of the person are required for.....AND WHEREAS the person has expressed his keen desire for rendering the services to the PSTCL as desired under this agreement:

AND WHEREAS the parties hereby enter into this agreement on the terms and conditions appearing hereinafter: NOW, THEREFORE, THIS AGEERMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. The services of a person engaged by the PSTCL shall be for a period not exceeding one year..
2. The person shall be engaged for a fixed monthly remuneration not less than as prescribed in the Minimum Wages Act 1948 (Act XI of 1948) or as may be fixed by the Deputy Commissioner under the said Act.
3. The services of the person so engaged shall hereafter cease on the expiry of the term without providing him any claim for the regularization of services or any other consequential benefit.
4. The person so engaged shall not have any legal right claiming regularization of his service etc. in the PSTCL where he has been engaged:
5. The PSTCL shall issue Identity Card on its own name to the person engaged for rendering services. The PSTCL may refuse the entry into its premises of the person not bearing the said identity card and not being properly dressed:
6. The services rendered by the person engaged by the PSTCL shall be under the close supervision of the PSTCL;
7. It is understood between the parties hereto that only the Service provider shall have the right to take disciplinary action against the person so engaged;
8. The PSTCL shall under no circumstances be deemed or treated as the employer of the person engaged for any purpose, whatsoever, nor PSTCL would be liable for any claim (s) whatsoever of any such person;
9. In case of the death of a person, his remuneration shall be paid to his legal heirs.

IN WITNESS WHEREOF THE PSTCL AND THE PERSON
ABOVE SAID HAVE HEREUNTO SUBSRIBE THEIR
HANDS ON THE DAY,

ANNEXURE-C

AFFIDAVIT

I _____ S/O _____ resident _____ district _____ Contractor/Partner/Sole Proprietor (Strike off word which is not applicable) of the firm M/s _____ do hereby solemnly affirm and declare that(1) our firm/company is not blacklisted by Government or any organization (2) any individual/firm companies blacklisted by the Union Govt. or UT Government or State Government or any partner or shareholder thereof is/ are not directly or indirectly connected with or has any subsisting interest in the business of my our above said firm.

D E P O N E N T

Dated _____

Place _____

I hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

D E P O N E N T

Dated _____

Place _____

**Note: On non-judicial stamp paper of Rs.50/-
(FORMAT OF THE INDEMNITY BOND)**

KNOW ALL MEN by these presents that I proprietor/partner/director of _____(Name of the company etc.)(hereinafter called the principal of the second party as per agreement) and Resident of _____ and Son of Sh. _____ entered into an agreement with PSTCL (principal of the first party as per agreement) on behalf of the (name of the second party) do hereby jointly and severally bind ourselves and our respective heir, executors, administrators, legal representative, indemnify the PSTCL (which expression shall include its successors or assigns) on demand the entire cost, damages and loss imposed in respect of any dispute, award, reconciliation by any Labour Court, authority under the appropriate Labour laws, Courts and Labour Courts etc. or in respect of other eventualities covered under the agreement signed and also the penalty imposed by the PSTCL as per the agreement signed between the above parties.

Signed this _____day of _____two thousand and _____ that, I on behalf of _____ second party to the agreement hereby submits separate Bank Guarantee for Rs. One lac(Rupees one lac only) valid for one year which can be charged by the first party to agreement namely PSTCL for any cost, damage, loss or penalty as and when such cost, damage, loss or occurs.

That, the second party shall also fully indemnify separately for any such cost, damage, loss or penalty if the same is not covered by the bank guarantee Rs. 1.00 Lac(rupees. One Lacs)

IN WITNESS WHEREOF, the second party have set and subscribed their respective hand to agreement hereinto on the day, month and year above-written.

Signed by the above-named,, Obligor” in the presence of

- 1.
- 2.

Accepted for and on behalf of the PSTCL (Name and designation of the Officer directed or authorized to accept the Bond for and on behalf of the PSTCL) in the presence of _____(name and designation).

In case of any non-compliance: of the clauses/terms of the contract (agreement) or in case of second party fails to implement the Schedule A condition of deployment of workers/Schedule-B of responsibility of Security Guards and Schedule-C of responsibility of Security Supervisors to the entire satisfaction of the first party on any day in any area of posting of workers of the second party. The first party shall have the right to impose penalty as deems fit by PSTCL and any forfeit the security deposit/bank guarantee in full or any part thereof at his sole discretion and the decision. The first party may also impose penalty per day for such non-compliance at their sole discretion. The penalty shall continue for successive days till the concerned authorities. Give certificate regarding restoration of satisfactory service/compliance of clauses of the contract by the second party. All these penalties would be chargeable against Indemnity Bond and penalties/fines would be imposed by the PSTCL. The second party shall have the right to appeal before CMD, PSTCL and Patiala. The decision of the CMD, PSTCL and Patiala in this regard shall be final and binding.

WITNESSES

1. Signature:
Name:
Date:
Designation:

Signature:
Name:
Date:
Designation:

2. Signature:
Name:
Date:
Designation:

For and on behalf of the PSTCL

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature:
 Name:
 Date:
 Address:

Signature:
Name:
Date:
Address:

2. Signature:
 Name:
 Date:

For and on behalf of the PSTCL

