

PUNJAB STATE TRANSMISSION CORPORATION LIMITED

DNIT FOR:-

Outsourcing the job of Cleaning / Sweeping activities at various Sub-
Stations and offices of PSTCL under P&M Division Bathinda

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DNIT ISSUED TO:-

TENDER ENQUIRY NO.	:- 12/2024-25
LAST DATE FOR ISSUE OF TENDER	:- 21.08.2024 till 04.30 PM
LAST DATE FOR RECEIPT OF TENDER	:- 23.08.2024 till 12.00 NOON
DATE & TIME OF OPENING OF TENDER	:- 23.08.2024 at 02.30 PM
TENDER FEE	:- -Nil- As per decision taken by Board of Directors of PSTCL in its 46 th meeting held on 22.01.2018 no tender cost shall be charged for tender enquires to be floated by PSTCL.
EARNEST MONEY	:- 2% of tender amount or min. Rs. 29000/- payable by D.D. or BA-16 in favor of Addl. S.E. P.&M. division PSTCL Bathinda

DNIT for Outsourcing the job of cleaning and sweeping activities at various Sub-Stations and offices of PSTCL under P&M Division Bathinda

Tender enquiry No.12/2024-25 Dated: 19.07.2024

To whom issued: .

Dated.

**“Schedule of Prices”
Annexure-1**

Sr. No	No. of Persons	No. of hours/day	Name of sub-station/ Office	Description of job/work	Rate to be quoted by the contractor (Percentage of service/ commission charges)
1	2	4X2	220 KV S/S Talwandi Sabo	Outdoor & Indoor cleaning/sweeping	
2	2	4X2	220 KV S/S GNDTP Bathinda	-do-	
3	2	4X2	400 KV S/S Behman Jassa Singh	-do-	
4	1	4X1	220 KV S/S Jhunir	Outdoor cleaning/sweeping	
5	1	4X1	220 KV S/S Barnala	-do-	
6	1	4X1	220 KV S/S Mansa	-do-	
7	1	4X1	220 KV S/S Bajakhana	-do-	
8	1	4X1	132 S/S IGC Bathinda	-do-	
9	1	4X1	220 KV S/S Maur	-do-	
10	1	2X1	P&M Circle Bathinda	Office cleaning/sweeping	
11	1	2X1	P&M Division Bathinda	-do-	
12	1	2X1	TL Sub-Division Bathinda	-do-	
13	1	2X1	Protection Div. Bathinda	-do-	
				Estimated Cost	Rs.1445110/- approx

I/we have read all the terms and conditions of Tender Enquiry and quoted out rates as above in accordance with the stipulated terms and conditions.

SIGNATURE OF THE CONTRACTOR.....

NAME OF FIRM/COMPANY.....

ADDRESS.....

DATE.....

DNIT for Outsourcing the job of Cleaning / Sweeping activities at various Sub-Stations and offices of PSTCL under P&M Division Bathinda

General Terms and Conditions:-

1. Quotation received after due date and time will be rejected.
2. Conditional, telegraphic and incomplete quotations will be rejected.
3. The tender issuing authority reserves the right to reject any or all the quotations without assigning any reason.
4. The firm shall furnish copy of PAN/GSTIN along with tender documents.
5. EMD @ 2% of tender amount or min. Rs. 29000/- payable by D.D. or BA-16 in favor of Addl. S.E. P.&M. division PSTCL Bathinda.
6. Any enquiry regarding this can be made on any working day at the office of undersigned.
7. The bidder has to quote the rates on the "Schedule of Prices" enclosed as annexure-1 and any deviation to the 'NIT' conditions shall be specifically mentioned on separate sheet with signature of bidder along with the bid.
8. Quantity of work can be increased or decreased according to actual conditions.
9. Tenders shall be received in the office of Addl. S.E. P & M Division PSTCL, Bathinda up to 12.00 Noon hours on due date given in the tender notice and shall be opened at 02.30 P.M. hours in the presence of tenderness or their authorized representatives who may likely to be present.
10. In case due date of opening tenders happens to be a holiday, tenders shall be received and opened at the same hours on the next working day.
11. Please do not forget to super scribe the envelop (s) with the name of tender and due date of opening of tender.
12. All other terms & conditions of PSTCL erstwhile PSEB Works Regulations amended up to date shall also be applicable. Copy is available at Web Site: www.pstcl.org


Addl. S.E.
P&M Division
PSTCL Bathinda

Tender/Work Specifications

1. RATES:-

Sr. No.	Description	Employee's Share @ 12% EPF & 0.75% ESI	Employer's Share 13.00% EPF & 3.25% ESI	Total daily amount per site @ 4hrs/day
1	Payable minimum wages on DC rate@ Rs 51.61/ hour			206.44
2	EPF Contribution	24.77	26.84	51.61
3	ESI Contribution	1.55	6.71	8.26
4	Net Wages Payable to worker			180.12
5	Gross Wages Payable by PSTCL(Minimum Wages + EPF / ESI Contributions)			239.99
6	Payable to service provider @ X% as Commission Charges			239.99*X
7	Total			239.99+X
8	Goods & Service Tax @ 18%			(239.99+X)*18%
9	Grand Total			= Sum of Sr. No. 7 & 8

Note:

- 1) The above calculations are variable and are based on present Minimum wages /DC rates, present rules regarding EPF/ESI contributions and the present tax structure. Any change in the minimum wages/regulations/taxes will be applicable & payable by the PSTCL.
- 2) Income Tax will be deductible at source from Service Provider's account as per Regulations.
- 3) The prices are for Bathinda/Mansa/Barnala/Faridkot Districts only. The quoted price of Commission Charges is firm, however the value is subjected to the minimum wages notified by the Government of Punjab and variation in EPF/ ESI Contributions and in Taxes.

2. TIME PERIOD: -

The period of contract is for one year and extendable for two more years with the approval of competent authority.

3. SCOPE OF WORK: -

The scope of this work is to job of cleaning and sweeping activities in various Sub-Stations/Offices of PSTCL as per list placed at page no.16. However the no. of Sub-Stations/Offices for desired services may be increased or decreased during the year as per requirement.

3.1 GENERAL CONDITIONS OF THE WORKER/LABOUR

- i. Under Normal Conditions Service Provider will have to insure the workers are present on all days except Holidays from 7:00 to 9:00 hrs in offices and all days 08.00 hrs to 12.00 hrs in Sub-stations (or as per mutually agreed time with office concerned). The Service Provider will ensure that the workers are not changed frequently.

- ii. The Service Provider will be wholly responsible for arranging/managing the Weekly Offs, Holidays for the festivals and Leaves (C/L, E/L, M/C etc.) so as to fit in PSTCL schedule. Punjab Govt. labour laws should be followed scrupulously in this regard.
- iii. The workers provided by Service Provider should bear a good moral character. Service Provider must have the workers' personal details like identity; permanent address etc so that the accountability if required could be fixed. **Therefore migratory labour will not be accepted.**
- iv. Service Provider will be responsible that all statutory Govt. rules and regulations regarding EPF/ESI and labour laws as are applicable now or may be followed in future. Any violation in this regard, will empower PSTCL, to take all possible corrective actions and recover the cost of such actions from the Service Provider and also terminate the contract, if need be. PSTCL shall not be liable for any action taken/grievance made by the staff of Service Provider under the provisions of labour laws. There will not be any employer/employee relationship between PSTCL and staff of Service Provider.
- v. PSTCL will not be responsible for any accident/ mis-happening to any worker due to any reason.
- vi. The workers will report at the scheduled time to the concerned in-charge of respective offices.
- vii. Monthly payments will be made, Service Provider will submit the bill in last week of the month and PSTCL will make the payments accordingly within the reasonable time after passing of the bill.
- viii. Service Provider will provide single point contact with phone number to In-charge of respective offices.
- ix. Period of contract will be one year or extendable with the approval of competent authority.

3.2 OTHER CONDITIONS

- i. Service Provider will have to make payments on account of wages to workers through bank transactions only. He will submit the proof of all payments made by him against wages, EPF/ESI/other contributions and service tax in previous month along with the bill of current month
- ii. The workers provided by Service Provider should be trustworthy. Service Provider must have the workers' personal details like identity; permanent address etc so that the accountability if required could be fixed therefore migratory labour will not be accepted.

3.3 SERVICE PROVIDER SUPERVISION:-

The Service Provider either himself supervise the work done by the worker or shall appoint at his own expense a work manager as his a credited agent, approved by the Nodal Officer. Directions/ instructions given by the Officer in-charge to the service provider agents shall be considered to have the same force as if these had been given to the service provider himself.

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

3.4 PENALTY FOR BAD/INADEQUATE WORK

Penalty will be charged from the Service Provider in case of bad or inadequate work is carried out by the Service Provider. PSTCL may at its discretion rescind the contract if the work is not satisfactory or the defaults are frequent. However any default due to any unrest or the situation beyond the reasonable control of the Service Provider will not attract penalty. Decision of Addl. S.E., P & M Division, Bathinda will be final and binding.

4. FAIR WAGE CLAUSES & LABOUR REGULATIONS

4.1.0 FAIR WAGES:

- 4.1** The Service Provider 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 as notified/prescribed by the Deputy Commissioner Bathinda rates.
- 4.2** The Service Provider shall not withstanding the provisions of any agreement to the contrary, cause to be paid fair wage of labourers indirectly engaged by him on the work in claiming any labour engaged by his Service Provider in connection with the said work as if the labourers had been directly employed by him.
- 4.3** In respect of all labour directly or indirectly employed on the works for the performance of the Service Provider's part of the agreement the Service Provider shall comply with or cause to be complied with the Punjab Govt. Service Provider's labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.4** Addl. S.E., P&M division Bathinda shall have the right to deduct money from the Service Provider, any sum required or estimated to be required for making good of non-fulfilment of conditions of the contract from the benefits of the works. Non-payment of wages or decisions made from him or their wages which are not justified by the terms of the Service Providers or for observance of the regulations
- 4.5** Vis-à-vis Punjab Govt. / PSTCL, the Service Provider shall be primarily liable for all payments to be made under and for the observance of the regulations without prejudice to his right to claim indemnity for his Sub-Service Provider.
- 4.6** No labour below the age of 14 years shall be employed on the work.
- 4.7** It will be the responsibility of the Service Provider to ensure that trees in the camp site and in the vicinity, there fruit etc. are not damaged by his labour or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the Service Provider.

5 MONTHLY RETURN REGARDING WAGES:

The Service Provider 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 Service Provider to do so shall be considered as breach of the Contract and will be dealt with as such.

6 SERVICE PROVIDER'S LABOUR REGULATIONS:

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

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

6.1.2 PAYMENT OF WAGES:

- i. Wages due to every worker shall be paid to him directly.
- ii. Wages shall be paid directly into Bank Account of the worker.
- iii. The Service Provider shall fix the wage periods in respect of which the wages shall be payable.
- iv. No wage period shall exceed one month
- v. 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.
- vi. When the employment of any worker is terminated by or on behalf of the Service Provider, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- vii. All payment of wages shall be made on a working day.
- viii. Wage register and wage card etc:

6.1.3 WAGE RECORD

The Service Provider 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 Service Provider shall also maintain a wage card for each worker employed on the work.
- viii. The authority competent to accept the Contract may grant an exemption from the maintenance of wage register and wage cards, to a Service Provider who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

6.1.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:

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

- a) Fines .
- b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of the deductions shall be in proportion to the period for which he was absent.

- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction, which the PSTCL 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.

6.1.5 REGISTER OF FINES ETC:

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

6.1.6 PRESERVATION OF REGISTERS:

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

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

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

6.1.8 REPORT OF LABOUR WELFARE OFFICER:

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

6.1.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:

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

6.1.10 INSPECTION OF REGISTERS AND CARDS:

The Service Provider 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.

6.1.11 SUBMISSION OF RETURNS:

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

6.1.12 AMENDMENTS:

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

6.2.0 INTOXICANTS:

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

6.3.0 E.P.F. & E.S.I.

The Service Provider will submit the details of monthly EPF and ESI contributions to PSTCL. He will provide the details of payment of previous month along with his current bill.

7. COMPLETION PERIOD

7.1 MOBILIZATION PERIOD:

The Service Provider will start the work immediately from the date of issue of this Work Order but not later than 01-10-2024. The date on which the work will physically commence will be taken as **Scheduled date of start of work.**

7.2 REVIEW/TERMINATION OF CONTRACT

PSTCL reserves the right to review/ terminate the contract at any time with one month prior notice.

8. TAXES and DUTIES

All Taxes and duties as applicable on the day of issue of this contract has been elaborated in Clause-1 "Prices" will be payable by PSTCL to Service Provider on actual basis. Financial impact of any variation in the contributions and taxes will be bear by PSTCL. However, the Service Provider will submit the monthly statement along with undertaking that he has deposited the taxes to concerned department.

As regard the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, PSTCL will deduct these taxes at source as per applicable rates.

9. SECURITY DEPOSIT

The person whose tender shall be accepted (hereinafter called the Service Provider) shall permit owner/Engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (after adjusting the earnest money

deposited by him) amount to **5% (five percent) of gross value of commission** to be provided to the service provider. Such deductions are to be held by owner/engineer-in charge by way of Security Deposit. All compensation or other sums of money payable by Service Provider to the owner/Engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may due or may become due to the Service Provider by owner/Engineer on any account what-so-ever and in the event of his security deposit being reduced by reasons of any such deduction or sale as a foresaid, the Service Provider shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

9.1 REFUND OF SECURITY DEPOSITED

Security deposit shall be refunded to the Service Provider after the one month of the successful completion of the contract. No interest shall be payable to the Service Provider on the amount of security deposit. The security deposit is to be deducted on the value of commission to be provided to the service provider on the running bill. The earnest money deposited by the tenderer at the time of tender will be treated as part of the security deposit. It will be refunded after one month of the date of completion of the work order.

10. GENERAL CONDITIONS:

10.1 CO-ORDINATION WITH OTHER AGENCIES:

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

10.2 ASSIGNMENT OR TRANSFER OF CONTRACT:

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

10.3 SUB CONTRACT:

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

10.4 COMPLIANCE TO REGULATIONS AND BYE LAWS:

The Service Provider shall conform to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State department or Undertakings. The Service Provider shall be bound to give notice required by statute Regulations or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10.5 SERVICE PROVIDER TO REPORT ACCIDENT

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

10.6 SERVICE PROVIDER LIABLE FOR DAMAGE DONE:

If the Service Provider or his work people or servants shall break, deface injure or destroy any part of a building if they may be working on any building, road, fence,

enclosures or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happens to the work, while in progress, from any cause whatsoever, the Service Provider shall make the same good at his own expense, or in default, the Engineer may cause the same to be made good by other workman and deduct the expenses for which the certificate of the Engineer shall be final from any sums that may be at any time thereafter may become, due to the Service Provider, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof which he is entitled or required together with carriage thereof to or from the work. The Service Provider shall take all necessary precautions required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or, which may with the consent of the Service Provider be paid in compromising any claim by any such person.

10.7 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:

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

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

- a) The Accepting officer, without prejudice to any other right or remedy, which shall accrue thereafter to PSTCL, shall cancel the contract in any of the following case:
Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or purport to do so, or if any application be made any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors:

OR

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

OR

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

OR

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

OR

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

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

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

If the Service Provider fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to recover cost in accordance with the provisions of the contract or by other means available.

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

11. CHANGE IN CONSTITUTION OF FIRM

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

12. SPECIAL POWERS OF DETERMINATION

If at any time, PSTCL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the PSTCL shall give notice in writing to the fact to the Service Provider who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

13. EXTENSION OF TIME

If the Service Provider shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may if in his opinion there are reasonable grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this regard shall be final and binding.

14. FORCE MAJEURE:

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

15. COMPLETION/ FINAL CERTIFICATE

Completion of the work will be recorded on completion of the contract period by the competent officer in charge and the security will be refunded after one month date of completion of work.

16. ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED REASONABLE:

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

17. DEDUCTION OF AMOUNTS DUE TO PSTCL:

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

18. PAYMENT TERMS & CONDITIONS:

18.1 PAYMENTS:

- a) The Service Provider shall submit all bills on the printed forms in the office of the Addl. S.E., P & M Division, Bathinda and charges in the bills shall always be entered at the rates specified in the Work Order.
- b) Goods & Service Tax will be paid extra by PSTCL if applicable and it must be insured that **GSTIN of PSTCL-“03AAFCP4714J1ZK”** is mentioned in the invoice, so that Input Tax Credit (ITC) can be claimed by PSTCL.

- c) A bill shall be submitted by the Service Provider each month on or before the date fixed by the Addl. S.E., P & M Division, Bathinda for all works executed in the previous month.
- d) Monthly payments will be made after the claims are verified by the PSTCL and security will be deducted as per Clause- 7 and income tax will be deducted at source.

18.2 MODE OF PAYMENT

Usual procedure for payment to the Service Provider shall be followed. All payments pertaining to these works shall be made by Addl. S.E., P & M Division, Bathinda. During execution of work, under un-foreseen circumstances, if any dispute crops up or requires clarifications, the same shall be reviewed by Addl. S.E., P&M Division, Bathinda, and his decision shall be final and binding for all intents and purposes.

18.3 SIGNING OF RECEIPTS FOR PAYMENTS:

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

19. ARBITRATION CLAUSE:

If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provide for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the PSTCL, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.

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

20. RECISION OF CONTRACT:

- a) The contract shall not be assigned or sublet without the written consent of the Addl. S.E.,P & M Division, Bathinda and if the Service Provider assigns or sublets his contract or attempts to do so without consent of the above authority or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their benefit or attempts to do so.
- b) Makes default in commencing the work within a reasonable time from the date of issue of work order and continue in that state after a reasonable notice from Engineer-in-charge. In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-Charge.
- c) Fails to comply with any of the terms & conditions of the contract or after 7daysnotice in writing with orders properly issued there under. Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- d) If Service Provider commits breach of any terms/conditions envisaged in the contract. Any bribe, gratuity, gift, loan, perquisite, records or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Service Provider or any of his servants or agents to any public officer, person in the employment of PSTCL in any way relating to his office or if any such officer or person of PSTCL shall become in any way directly or indirectly interested in the contract.
- e) In such case the PSTCL may notwithstanding any previous waiver, alter giving 10 days notice in writing to Service Provider, terminate the contract and the security deposit of the Service Provider shall thereupon stand forfeited and in addition the Service Provider shall not be entitled to recover or be paid for work theretofore actually performed under the contract.
- f) In case the PSTCL intends to foreclose the contract before the completion of the job due to any reason then the Engineer-in-charge shall serve 30 days clear notice to the Service Provider.

21. PRIORITIES & LICENCES BY SERVICE PROVIDER:

The Service Provider shall be responsible for making his own arrangement for priorities or licenses. Only recommendatory letters, where necessary shall be issued on the specific request by the Service Provider.

22. JURISDICTION:

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

23. NEGOTIATION:

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

24. INTERPRETATION

- i. If any time, any question arises relating to the interpretation of these Regulations, it shall be referred to the PSTCL, whose decision on the point shall be final.

- ii. Cases involving relaxation of these regulations shall be referred to the PSTCL for decision.
- iii. Save as otherwise provided for in these Regulations the provisions of PSTCL Regulations of Conduct of Business, shall be in addition to a not in derogation of these Regulations.

25. COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:-


The Service Provider shall be responsible for and shall pay any compensation to his workman/ agent payable under the workmen's compensation Act-1923 (VIII of 1923) (hereinafter called the Act) for injuries caused to the workmen. If such compensation is paid by PSTCL as principal under sub-section (1) of section 12 of the said act on behalf of the service provider, it shall be recoverable by PSTCL from the Service Provider, under sub-section (2) of the said section, The Service Provider shall pay such amount of compensation on demand, failing which it will be recovered from him by deducting it from any sums that may be due or become due to the Service Provider by the PSTCL under this contract or otherwise.

26. CIVIL SUIT:-

All civil suits in connection with this order are subject to the jurisdiction of the local courts at Bathinda only.

List of Sub-Stations/Offices

Sr. No	No. of Persons	No. of hours/day	Name of sub-station/ Office	Description of job/work
1	2	4X2	220 KV S/S Talwandi Sabo	Outdoor & Indoor cleaning/sweeping
2	2	4X2	220 KV S/S GNDTP Bathinda	-do-
3	2	4X2	400 KV S/S Behman Jassa	-do-
4	1	4X1	220 KV S/S Jhunir	Outdoor cleaning/sweeping
5	1	4X1	220 KV S/S Barnala	-do-
6	1	4X1	220 KV S/S Mansa	-do-
7	1	4X1	220 KV S/S Bajakhana	-do-
8	1	4X1	132 S/S IGC Bathinda	-do-
9	1	4X1	220 KV S/S Maur	-do-
10	1	2X1	P&M Circle Bathinda	Office cleaning/sweeping
11	1	2X1	P&M Division Bathinda	-do-
12	1	2X1	TL Sub-Division Bathinda	-do-
13	1	2X1	Protection Div. Bathinda	-do-


Addl. S.E.
P&M Division
PSTCL Bathinda