



TENDER DOCUMENTS

FOR

**Repair /Fabrication of Gear box of Cooling
Water Pump (CWP-5C) Discharge butterfly
valve of unit no. 5**

AT

GGSSSTP ROOPNAGAR

MAIN INDEX

**NAME OF WORK - Repair /Fabrication of Gear box of Cooling Water Pump
(CWP-5C) Discharge butterfly valve of unit no. 5**

NAME OF CIRCLE – INSTT. MAINTENANCE CIRCLE

Sr.No.	Subject	Page No.
1.	Main index	3
2.	Notice Inviting Tender	4-6
3.	Tender Specifications	7-8
4.	Part-I Terms & Condition	9-39
5.	Section-I Tendering and Contract agreement	9-11
6.	Section-II Genral conditions of contract	12-17
7.	Section-III Performance of contract and payments	18-25
8.	Section-IV Fair wages clause and labour Regulation	26-33
9.	Section-V Specific terms & conditions to govern the contract	34-37
10.	PART-II Technical Specification of equipment	38
11.	PART-III Scope of Work	39
12.	PART-IV Scope of supply by GGSSTP & Contractor	40
13.	ANNEXURE—A Performa for quoting rates	41
14.	Contract Agreement Forms	42



**PUNJAB STATE POWER CORPORATION LIMITED
GURU GOBIND SINGH SUPER THERMAL PLANT**

NOTICE INVITING TENDER

Enquiry no. 52/GGSSTP/IMC/C&I-2/577

Dated: 01-10-2024.

Repair /Fabrication of Gear box of Cooling Water Pump (CWP-5C) Discharge butterfly valve of unit no. 5

Last date for submission of request for registration : 25-10-24 up to 05:00 pm

Last date & time of sale of tender documents : 25-10-24 up to 05:00 pm

Last date & time of receipt of tenders : 30-10-24 up to 11:00 am

Date & time of opening of tenders : 30-10-24 up to 11:00 am

TERMS & CONDITIONS

1. A set of tender documents containing terms and conditions, technical specifications and scope of work, can be obtained from office of DY. CHIEF ENGINEER / IMC, GGSSTP, Roopnagar-140113 by remitting its cost(non-refundable) of Rs 1000/- + GST@18%(Rs. One Thousand Plus GST@ 18 %) through demand draft in favour of AO/O&M, GGSSTP, PSPCL, Roopnagar payable at Roopnagar. Tenders of the firms who do not purchase the tender documents in advance shall not be opened.

2. PREQUALIFYING REQUIREMENTS:-

E-tenders of only those technically suitable firms/contractors shall be considered who have valid registration with PSPCL/NTPC and other such government organizations for similar type of work i.e. "Repair/fabrication work of mechanical spares or gear box of motor operated valves executed on thermal power station units having capacity of 110MW or above/ fertilizer/ chemical /petrochemical/steel plants". On submission of valid registration certificate subject to the fulfilling the following PQRs:

- a) Bidder should have proof of having successfully executed "Repair/fabrication work of gear box of motor operated valves executed on thermal power station units having capacity of 110MW or above/ fertilizer/ chemical /petrochemical/steel plants during the last seven years ending on 30-09-2024 having minimum contract value of either of the following:-
 - i) Single, completed/executed work order covering any of the above equipment costing (including all taxes) not less than Rs. 51,926/-.
 - Or
 - ii) Two, completed/executed work order covering any of the above equipment each costing (including all taxes) not less than Rs. 31,156/-.

Or

- iii) Three, completed/ executed work orders covering any of the above equipment each costing (including all taxes) not less than Rs. 25,963/-.

Documentary proof of experience must be submitted along with request for issue of tender documents.

3. REQUIREMENT FOR REGISTRATION:-

Those tenderers who consider themselves eligible can get themselves registered with GGSSTP by submitting the documents fulfilling the following requirements.

- a) Bidder should have proof of having successfully executed "Repair/fabrication work of gear box of motor operated valves executed on thermal power station units having capacity of 110MW or above/ fertilizer/ chemical /petrochemical/steel plants during the last seven years ending on 30-09-2024 having minimum contract value of either of the following:-
 - i) Single, completed/executed work order covering any of the above equipment costing (including all taxes) not less than Rs. 51,926/-.
Or
 - ii) Two, completed/executed work order covering any of the above equipment each costing (including all taxes) not less than Rs. 31,156/-.
Or
 - iii) Three, completed/ executed work orders covering any of the above equipment each costing (including all taxes) not less than Rs. 25,963/-.
- b) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 51,926/-
- c) Bank Solvency:- Bank solvency certificate of minimum amount of Rs. 1.03 lacs Lac must be submitted. The certificate should not be more than twelve months old.
- d) Balance Sheet: - Copies of Audited balance sheets for past three financial years shall be submitted.
- e) Proof of independent EPF account number issued from regional Provident fund commissioner/Assistant Provident fund commissioner.
- f) Proof of having ESI code number.
- g) Copy of valid/ active PAN No
- h) Proof of having GST registration numbers
- i) The firm should not be black listed by any Govt./ Public Sector utility during the last five years. A self attested undertaking will be given by the bidder.
- j) The firm will deposit registration fee of Rs.1000/-(Rs. One Thousand only) in cash or through demand draft in favour of AO/GGSSTP, PSPCL, Ropar payable at Ropar.
- k) The registration of the firm will be done on merit on the basis of credentials of the firm and decision of Chief Engineer /GGSSTP shall be final in this regard.
- l) Tender will be considered if the registration of the firm is done on or before the last date of bid submission. The request for registration by new firms

must reach the office of registering authority at least Five working days prior to last date of downloading of tender document

4. All tenders must be accompanied by Earnest Money at the rates prescribed in the tender documents except in the case of those tenderers who are specifically exempted there from. Tenders of the bidders who do not submit the hard copy of the demand draft (s) towards earnest money shall not be opened.
5. The firm shall have independent EPF code Number issued from the concerned RPF authority. Sub code from the Office of Regional Provident Fund Commissioner, Chandigarh will be required.
6. The firm shall have to obtain Labour License under Contract Labour Regulation and Abolition Act. 1970 before undertaking the work (if required) and shall abide by various provisions/rules framed there under.
7. The contractor should have independent GST Registration no. and will submit a copy of the same.
8. The firm shall follow the rules and regulations of Employee State Insurance Act, 1948.
9. CE/ GGSSTP, Roopnagar reserves the right to refuse issue of tender documents to any contractor/firm without assigning any reason and also to reject any or all offers without assigning any reason and no claim on this account will be accepted.
10. Tender received through telegraph, telex, fax or e-mail shall not be considered at all.
11. In case the date of opening of tenders happens to be a holiday, the tenders will be received and opened on the next working day at the same time and place.
12. In case of any dispute regarding issue of tender documents or any other dispute, C.E. / GGSSTP, Roopnagar -140113 shall be the final authority and no claim on this account shall be accepted.

-sd/-

**Dy. Chief Engineer/IMC.
GGSSTP, PSPCL, Roopnagar.**

PUNJAB STATE POWER CORPORATION LTD.

GURU GOBIND SINGH SUPER THERMAL PLANT ROOPNAGAR

TENDER SPECIFICATION

ENQUIRY no. & date :

DESCRIPTION OF WORK : **Repair /Fabrication of Gear box of Cooling Water Pump (CWP-5C) Discharge butterfly valve of unit no. 5**

INSTRUCTIONS FOR TENDERS

- 1 Tenders of those tenderers who have purchased tender documents / Specifications shall only be opened and considered.
2. The tender must be valid for at-least 120 days from the date of opening of tenders.
- 3 Tenders received telegraphically, through e-mail, telex or fax shall not be accepted.
- 4 GGSSTP reserves the right to accept or reject any or all tenders without assigning any reason and no claim on this account shall be accepted.
5. Tenders received after the last date and time of receipt of tenders shall not be accepted. If the due date happened to be holiday, tenders shall be received and opened on next working day at the same time.
6. Tenderers shall specify clearly his rates as per Performa attached as Annexure-A.
- 7 Tenders received without Earnest money shall not be opened.
- 8 The firm shall have independent EPF code Number issued form the concerned RPF authority. Sub code from the Office of Regional Provident Fund Commissioner, Chandigarh will be required.
9. The contractor should have independent GST Registration no. and will submit a copy of the same.
10. The firm shall follow the Rules and Regulations of Employees State Insurance Act, 1948. The firm is required to get itself registered with ESI. However in any case, the registration of the firm will be done but the firm will be required to submit its registration certificate with ESI before issue of Work order.
11. The firm shall have to obtain license under contract Labour Regulation and abolition Act, 1970 before undertaking the work(if required)) and shall abide by various provisions/rules framed hereunder.
12. Firms must get register themselves as mentioned in terms & condition

13. **SOLVENCY CERTIFICATE:-** Every tenderer shall produce along with his tender a solvency certificate from a scheduled Bank. If he fails to produce such a certificate, his tender may not be considered.
14. Terms & Conditions, Technical specifications, Scope of Work and Scope of supply are attached herewith as PART-I, PART-II, PART-III and PART-IV respectively.
15. Tender shall be submitted in duplicate. The tender shall be sent in two separate envelopes, one envelope containing the Main tender (All Copies) and the other envelope containing the Earnest Money. While opening the tender, the envelope containing earnest money shall be opened first and in case the deposit of earnest money is in accordance with the terms of Notice Inviting Tender, only then the second envelope containing the tender shall be opened.
16. Quotation/Tender should be enclosed in double covers both addressed to Deputy Chief Engineer, IMC, GGSSTP, Post Office, Ghanauli, District, Roopnagar-140113 both inner and outer covers shall be sealed and superscripted with tender specification no. as given on the enquiry/notice inviting tenders together with date on which the tender opening is due and the name of work.
17. The tenderers shall be required to submit fixed amount of earnest money of Rs.5000/- in the form of Bank draft in favor of A.O./O&M, GGSSTP, Roopnagar as per Rules and Regulations of PSPCL. Tenders of the bidders who do not submit the hard copy of the demand draft (s) towards earnest money shall not be opened. Public Sector Undertakings fully owned by the Punjab Govt./Central Govt./Other State Govt. shall be exempted from depositing Earnest Money provided that a certificate of Govt. Ownership shall be submitted in the envelope for Earnest Money.
In case of tenders not accepted the earnest money shall be refunded within 30 days of the award of order/contract to the unsuccessful tenderer or after the expiry of additional period, whichever is later.
18. Quotation and other related documents shall be addressed to:

Dy. Chief Engineer,
IMC, GGSSTP,
Post Office Ghanauli,
Roopnagar -140113 (PUNJAB)

-sd/-

**Dy. Chief Engineer,
IMC, GGSSTP, Roopnagar.**

PART-I
Schedule C
(Referred to in regulation -11)

SECTION –I
TENDERING & CONTRACT AGREEMENT

1.1 SUBMISSION OF TENDERS:

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

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

1.1.1 The tender must be complete in all respects.

1.1.2 Part-I (EMD & Tender Document fee), Part-II and Part-III shall be submitted in the office of Dy.CE/Hq. First Part-I (Earnest Money deposit and tender document fee) of the tender shall be opened and if Part-I is found in order then only then Part II of the Tender shall be opened. In case financial effects are unambiguous and without any specified reservations and offer is technically & commercially acceptable, only then part-III 'Price Bid' shall be opened.

1.1.3 Telegraphic/Tele fax/Telex/e-mail quotations will not be accepted.

1.1.4 Copy of Quotations/Tenders should be enclosed in double cover both addressed to purchaser, i.e. to:-

The Dy. Chief Engineer/IMC/GGSSTP

V&P.O. Ghanauli, Rupnagar-140113

Phone 01881-275666

up to the date and time specified in the NIT/specification and shall be opened on the date and time specified in the NIT/specification in the presence of bidders or their authorized representatives who wish to be present. In case the due date of opening of the Tender enquiry happens to be a holiday, then the Tenders shall be received and opened at same hours respectively on the next working day.

Note:- In case any dispute arises while opening the tender then to sort out the dispute, CE/GGSSTP shall be the competent authority.

1.2 TENDERS TO BE INVALIDATED.

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

1.3 INSPECTION OF SITE BY TENDERERS.

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

1.4 SIGNING OF THE TENDERS:

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

1.5 **EARNEST MONEY:**

The tenderers shall be required to submit earnest money as per rules and regulations of the PSPCL. In case of tenders not accepted the earnest money shall be refunded; within 30 days of the award of order/contract to the unsuccessful tenderer or after the expiry of additional period, whichever is later.

1.6 **TENDER TO CONFORM TO SPECIFICATIONS:**

Tender which proposes any alternation in the work specified in the Tender Specification or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection.

1.7 **RATES TO INCLUDES EVERYTHING NECESSARY .**

The rates quoted should be firm by taking into account labour rates as per prevailing ,minimum wages / DC rates as on date of opening of tender and inclusive of all levies , taxes(except GST) including work contract tax , ESIC, EPF, or any other tax levied by state / Center Govt. . Employer's share of ESIC and EPF shall be to firms account and quoted rates shall be inclusive of Employer's share of ESIC and EPF. Contractor shall bear all expenses relating to Terminal benefits like Gratuity, Bonus , Leave , PPE's comprehensive medical charges etc. as per labour laws and Factory acts.

Any increase in minimum wages / rates notified after the date of opening of tenders shall be compensated as per actual. The increase in EPF, ESIC, Bonus, Leave encashment , Gratuity actually payable by the contractor along with any administrative charges due to above increase in minimum wages shall also be payable by PSPCL as per actual. Any increase/ decrease in prevailing rates (at the time of opening of tender) of statutory payments i. e EPF, ESI, LWF, Bonus and any other taxes shall be paid extra/ deducted as per actual.

1.8 **Price Variation DELETED**

1.9 **ALL CUTTINGS/ CORRECTIONS TO BE INITIALED:-**

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

1.10 **RIGHT TO REJECT ALL OR ANY TENDER.**

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

1.11 **INCOME TAX CLEARANCE CERTIFICATE:**

The bidder shall furnish copies of Income Tax Statement for the last three years.

1.12 **VALIDITY OF TENDERS:-**

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

1.13 **SOLVENCY CERTIFICATE:-**

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

1.14 **POST TENDER MODIFICATION.**

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

1.15 **PATENT RIGHTS.** **DELETED**

1.16 **OCTROI AND OTHER DUTIES:-**

All charges on account of **any tax or duties** on material obtained for the work (excluding material provided by PSPCL on payment) shall be borne by the contractor.

1.17 **ROYALTIES.** **DELETED**

1.18 **PLANT & EQUIPMENT:**

1.18.1 The contractor shall at his own expense supply all tools plants & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in tender documents/contract agreement which subject to their availability may be hired from PSPCL to the contractor or issued for use in the execution of the work as specified in the tender documents.

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

1.19 **SPLITTING OF WORK:**

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

1.20 **BID/CONSTRUCTION DRAWINGS** **DELETED**

1.21 **SIGNING OF CONTRACT:-**

In the event of tender being accepted an intimation shall be given to the contractor who shall thereupon attend office of Accepting Officer to sign copies of the specifications and other documents and to execute the contract agreement within specified dates of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.

Schedule C
SECTION –II
General Conditions of Contract

2.1 Scope of Contract

Every section getting his work executed through contractor shall specify:-

- i. The exact nature of works to be executed by the contractor.
- ii. Deployment of staff Vis strength, designation and local obligations of contractor fit awards his staff men / material/ T& P etc.
- iii. The scope of supply of GGSSTP for faithful execution of contract.
- iv. Scope of supply of contractor in respect of material/ consumables / T&P/ if any.
- v. Amount of fines and penalties to be imposed on contractor for his lapses for delayed completion/ execution of work/ absence of his specified staff from place of work / casing any damage to property of GGSSTP by his staff.
- vi. Any special feature pertaining to individual contract.

2.2 SUPPLY OF PLANT MATERIAL AND LABOUR

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

2.3 SETTING OUT:

2.3.1 Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work the contractor shall at his own cost rectify such error to the satisfaction of the Engineer.

2.3.2 Contractor shall provide all facilities instruments T&P articles and attendance to Sr. Executive Engineer of his deputed representative to check his work. Instruments T&P articles brought by contractor shall be in good working conditions recently calibrated tested and are subject to approval by Sr. Executive Engineer Checking in part or full of any setting out of any line or level by the Engineer shall not in any way relieve contractor of his responsibility for the correctness thereof.

2.3.3 Contractor shall establish and maintain base lines and bench marks adjacent to the various sections of work. All such marks and stakes must be carefully prescribed by contractor and in case of their destruction/dislocations by him or any of his employees or otherwise will be replaced at Contractor's expenses.

2.4 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATIONS ETC.

The contractor shall execute the work strictly in accordance with the drawings & specifications. The contractor shall also conform exactly and faithfully to the design drawings and instructions in writing related to the work signed by the Engineer lodged in his office and/ or supplied to the contractor.

2.5 GUARANTEES FOR PSPCL's MATERIAL:

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

has occurred under any circumstances what so ever beyond his control as the material so supplied were his property.

2.6 SITE FACILITIES BY CONTRACTOR:

The contractor will be required to provide at his own cost all facilities for his office (suitable office accommodation if available shall be made available), ware-house tool room change room labour huts outside the plant or any other building/structure required to execute his work. However material required for these infrastructures and available in PSPCL's site store shall be made available to the contractor at the rates and terms mentioned in the specification.

2.7 NIGHT SHIFTS

Night work shall not entitle the contractor to any extra payment where night work is in progress sufficient lights shall be provided by the contractor at his cost to safeguard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated area and underground open structures shall be properly barricaded and shall be provided with red lights to prevent accidental falls.

2.8 CONTRACTOR'S STAFF.

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

2.9 PROTECTION OF WORK BY CONTRACTOR:

In case the work is suspended by reason of strikes/ riots by contractor's own employees or any other cause what-so-ever except the force-majure conditions contractors shall take all precautions necessary for protection of Works and make good at his own expense any damage arising from any of these causes.

2.10 CO-ORDINATION WITH OTHER AGENCIES:

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

2.11 ASSIGNMENT OR TRANSFER OF CONTRACT:

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

2.12 SUB CONTRACT:

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

2.13 COMPLIANCE TO REGULATIONS AND BY LAWS:

The contractor shall conform to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State Dept. Or Undertakings with whose system the work is prepared to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer-in-charge notices specifying the variations proposed to be made and reasons therefore & shall not carry out any such violations un-till he has received intimations from Engineer-in-charge in respect thereof the contractor shall be bound to give notice required by Statue Regulations

or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

2.14 CONTRACTOR TO REPORT ACCIDENTS:

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

2.15 REMOVAL OF CONTRACTOR'S PERSONNEL WORKMEN:

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

2.16 WORK OPEN TO INSPECTION:

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

2.17 NOTICE BEFORE WORK IS COVERED UP:

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

2.18 CONTRACTOR LIABLE FOR DAMAGE DONE.

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building if they may be working on any building, road, fence, enclosures or grass land or cultivated ground contiguous to the premises on which the work of any part of it is being executed, or if any damage shall happens to the work, while in progress,

from any cause whatsoever, the contractor shall make the same good at his own expense or in default, the Engineer may cause the same to be made good by other workman, and deduct the expense for which the certificate of the Engineer shall be

final, from any sums that; may be at any time thereafter may become, due to the contractor or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall not be entitled for any loss or damage in case the contract is to be suspended for some time or to be closed due to any equipment bread known or shut-down of the unit for one reason or the other end for that he shall not be entitled for any compensation.

2.19 CONTRACTOR SUPERVISION.

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

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

2.20 WORK ON SUNDAYS/GAZETTED HOLIDAYS:

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

2.21 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:-

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

The contractor will have independent ESI No. and will cover all his employees under ESI scheme so that PSPCL is kept free from any liability arising out of accident.

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

The accepting officer, without prejudice to any other right or remedy which shall accrue after to PSPCL, shall cancel the contract in any of the following cases: -

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

2.22.2 being a Company, shell pass a resolution or the court shell make an order of the liquidation of its affaire, or a Receiver or Manager on behalf of the debenture holders

shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a Receiver, or Manager. OR

- 2.22.3** Name an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors: OR
- 2.22.4** Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer: OR
- 2.22.5** Suffers an execution being levied on his goods works or property and allows it to be continued for a period of 21 days. Whenever the Accepting Officer exercise his authority to cancel the Contract under this condition, he may complete the work by any means at Contractor's risk and expense provided always that in the event of the cost of completion (as certified by Engineer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall occur to the PSPCL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means.

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

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

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

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

2.23 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS:

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

2.24 TERMINATION OF CONTRACT ON DEATH:

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

2.25 SPECIAL POWERS OF DETERMINATION:

If at any time after the acceptance of the tender, PSPCL shall for any reason whatsoever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the contractor who shall have no

claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which have derived from the execution of the work in full but he did not derive in consequences of the force closing of work. He shall be paid at contract rates, for the full amount of the work executed including such additional works e.g. clearing of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the contractor have any claim for compensation

On account of any alterations having been made in the original specifications, drawings, designs and instructions involving any curtailment of the work as originally contemplated.

- 2.26** In case of default by contractor resulting in major loss of generation/loss of industrial peace, the contractor will be liable to cancellation of contract with the approval of Chief Engineer, GGSSTP, Ropar who will be final authority and his decision in this regard will not be challengeable. The work will be allotted to any other contractor at his cost and risk to maintain continuity of generation.

Schedule C
SECTION –III
PERFORMANCE OF THE CONTRACT AND PAYMENTS

3.1 SECURITY DEPOSIT

The person whose tender shall be accepted (hereinafter called the contractor) shall permit owner/engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/Engineer-In-Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 5 months thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part. Thereof the security deposit shall be refunded to the contractor after the expiry of defects liability period which is 6 months from the date of completion of work or payment of final bill whichever is later. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.

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

3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

- 3.2.1 In any case, in which under any clause or clauses of the contract, the contractor shall be rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump sum or deducted by installment). Or in case of abandonment of the work owing to serious illness or death of contractor or any other cause the Engineer-In-charge on behalf of the PSPCL shall have power to adopt any of the following courses as he may deem best suited to the interest of the PSPCL.
- 3.2.2 To rescind the contract (of which recession notice of 15 days in writing to the contractor under signature of the Engineer In-charge shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the PSPCL.
- 3.2.3 To employ labour paid by the PSPCL, to supply materials to carry out the works, or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price, the certificate of the Senior Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of the Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- 3.2.4 To order that the work of the contractor be measured up and to take such part thereof shall be unexecuted out of his hands and to give it to another contractor to complete it in which case any expense which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final, conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money

due to him by the PSPCL under the contract or otherwise or from his security deposit or the sale proceeds thereof, or a sufficient part thereof. In the event of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under the contract unless and until the Sr. Executive Engineer have certified in writing performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount as certified.

- 3.2.5 In any case in which the power conferred by clause referred to above, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to any compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the person conferred the power by clause referred to above putting in force by any of the alternatives (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the Sr. Executive Engineer whose certificate thereof shall be final and conclusive otherwise the Sr. Executive Engineer may be notice in writing to the contractor or any of his authorized agent require him to remove such tools , plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, Sr. Executive Engineer, may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor or at his risk in all respects and the certificate of the Sr. Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense or any sale shall be final and conclusive against the contractor.

3.3 **EXTENSION OF TIME:**

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

- 3.3.2 For any delay in work on account of act of omission or commission at the part: of PSPCL viz. delay in issue of material, alteration, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

3.4 **FORCE MAJEURE :**

If at any time during the continuous of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility ,acts of public enemy, civil commotion, sabotage,

floods, explosion, epidemics, fires other acts of God, strikes & lock-outs (thereafter referred to as eventualities) then, provided notice of the happening any such eventuality is given by either party to the other within 15days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delayed performance and construction of work under this contract. Shall be resumed as soon as practicable after such eventuality ceased. Appropriate extension in time of completion shall be granted.

3.5 Extra items.

- a) Extra items of work shall not vitiate the contract. The contractors shall be bound to execute extra items of work as directed by Engineer-In –charge. if extra items due to any alterations, addition or substitution or due to any other case include any class of work for which no rate is specified in the contract, The rates for such item/items shall be worked out on the basis of common schedule of rates and approved by the competent authority where the rates for non- agreement items do not exists in the common schedule of rates, the same shall by analysis.
- b) In case of contract not based on the common schedule of rates for such items shall be worked out as follows:-
 - i. Cost of material as well as transportation charges shall be as per the vouchers furnished by the contractor or as per the prevailing market rate whichever is less. Sr. Executive Engineer reserves the right to verify the vouchers submitted by contractor and his decision in this regard shall be final and binding.
 - ii. Cost of labour shall be calculated on the basis of the actual labour employed (Excluding supervisory staff) as record at site for the item of work to the entire satisfaction of Sr. executive engineer whose decision shall be final and binding.
 - iii. 10% of the cost of material and 25% of cost of labour as enumerated above shall be added towards contractor’s profit., supervision and overhead charges etc. amount of 10% shall not be paid over the cost of material if the same are supplied by the board and 25% on such amount t of labour if rate s for labour are taken as specified by the contractor.
- c) The Sr. executive Engineer can sanctioned the ate provided the total amount of all such items under one contractor is within his , competence to accord technical sanctioned when the total amount of all such item under one contractor exceeds financial limit of the Sr. executive Engineer, He shall refer the matter to SE who will sanction the rate ,if the total amount of all such items including those already sanctioned by the Sr. executive Engineer is with- in his power to accord technical sanctioned , otherwise the matter will be referred to the Chief Engineer who has full powers to sanctioned such rates.
- d) The contractor shall be deliver in the office of Sr. executive Engineer, on or before the 10th of every month during the continuance of work covered by the contract, return showing details of any work claimed for as extra and as such return shall also contained the value of such work a claimed by the contractor by the contractor for which value shall be based on the guidelines given above .Extra items shall be taken in hand only after written orders from engineer-in –charge. The contractor shall include in such monthly return particulars of all claims of whatsoever kind and, howsoever kind and ,howsoever arising, which at the date thereof he has or may claim to have against the boards under or in respect of or in any manner arising out of the execution of the work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so include whatsoever be the circumstances.

However clauses can be amended by Dy.CE/SE incharge –work to suit work requirement and interest of PSPCL.

3.6 **FACILITIES TO BE PROVIDED:**

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

3.7 **ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED TO BE REASONABLE:-**

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

3.8 **DEDUCTION OF AMOUNTS DUE TO PSPCL:-**

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

3.9 **ACTION WHERE NO SPECIFICATIONS :**

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

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

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

- 3.12 **PENALTY FOR DELAY:** The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the date and time the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due

diligence(time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as penalty an amount equal to one half percent of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated or actual cost of work whichever is higher.

3.13 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK: -

If it shall appear to the Engineer In-charge or his subordinate In-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise no in accordance with the contract, the contractor shall on demand in writing from the Engineer In-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work as specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer In charge in his demand re-execute the work or remove and replace with other material of articles complained of as the case may be at the risk and expense in all respects of the contractor.

3.14 PAYMENTS:

- a) The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer In Charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates here in after provided for such works.
 - b) A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. Executive Engineer for all works executed in the previous month and Sr. Executive Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Sr. Executive Engineer may depute a subordinate to measure up the said work in the presence of contractor, whose counter signature to the measurement list will be sufficient warrant, and the Sr. Executive Engineer may prepare a bill from such list which shall be binding on the contract in all respects.
 - c) The Contractor will comply with all provision of the EPF& Misc. Provision ACT, 1952 for all workers if engaged by him.
1. The contractor shall have an EPF code no allotted by EPF commissions.
 - 1.1 The contractor shall abide by all the statutory rules regarding provident fund as per EPF .1952(up to date) and issue a monthly statement to GGSSTP with a certificate that statement furnished is true and correct and no eligible employee has been excluded from the list.
 - 1.2 He shall be liable to discharge all other statutory obligations that may be applicable in his case including provident fund to his employee. It implies that contractor will deposit with EPF commissioner at the end of each month employees and employee's contribution and will remit these contributions along with inspection charges as well as cost and charges and expenses of administrating the fund to the documentary proof of deposit of EPF before submission of next monthly bill. The

above mentioned share (both employee and contactor) may vary as per rules & regulations from time to time and the contractor is to follow the rules accordingly.

- d) The contractor shall maintain a muster roll/ wage register in prescribed performa under contract labour laws / act and wages of the contract labour should be disburse in the presence of A.E/ A.EE incharge who will record under his signature a certificate in the following form on the muster roll
“ Certified that the amount shown in column no. _____ has been paid to the workmen concerned in my presence.”
- e) A copy of muster roll showing disbursement of wages as per (d) above bill be submitted with monthly bill, by the contractor to the concerned office failing which his bill not be entertained.
- f) The contactor will submit the proof of payment to his labour by 15th of each month. If he fails to submit the proof of payment by due date he shall be penalized as deemed fit.
- g) 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.

3.15 PAYMENT OF FINAL BILL:

After the work is completed, final bill would be paid on the certification of an officer not below the rank of Sr. Executive Engineer that the work is done according to drawings and specification attached to the tender, if any additions and alterations have been carried out, detailed measurements in respect thereof shall be recorded and extra payments of deductions are to be regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alteration for which the contractor has not quoted rate, the payment shall be regulated as per clause for “extra items”.

3.16 SIGNING OF RECEIPTS FOR PAYMENTS:

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

3.17 ARBITRATION CLAUSE:

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

3.17.2 Upon every or any such references, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between

- solicitor and the client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- 3.17.3 The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/PSPCL shall be withheld on account of such proceedings.
- 3.18 **DISMANTLED MATERIALS:**
All the dismantled material received on completion of the works shall have to be handed over to the owner and stacked in a manner approved by the Engineer In Store/site without any cost to the owner if otherwise not stated in work order.
- 3.19 **RECISSION OF CONTRACT:**
The contract shall not be assigned or subject without the written consent of the Engineer In-charge and if the contractor assigns or subjects his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their certify in writing that in his opinion contractor:-
- 3.19.1 Makes default in commencing the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer In-charge.
- 3.19.2 In the opinion of the Engineer In-charge at any time, whether before or after the date or extended date for completion, make default in proceedings with the work with due diligence and continue in that state after a notice of seven days from Engineer In-charge.
- 3.19.3 Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.
- 3.19.4 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.
- 3.19.5 If contractor commits breach of any terms/conditions envisaged in the contract.
- 3.19.6 Any bribe, gratuity, gift, loan, perquisite, records, or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of PSPCL in any way relating to his office or if any such officer or person of PSPCL shall become in any way directly or indirectly interred in the contract. In such case the PSPCL may, notwithstanding any previous waiver, after giving 10 days notice in writing to contractor, terminate the contract and the security deposit of the contractor shall thereupon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work thereto fore actually performed under the contract and further, PSPCL may enter upon and taken possession of the works and all plant, tool scaffolding, sheds, machinery etc. and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works and contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing or using the material and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer shall give a notice in writing to contractor to remove his surplus materials and plant and should contractor fail to do so within a period of 14 days from issue of the notice by him, PSPCL may sell the same by Public Auction. The amount so realized shall be adjusted against any money due to the PSPCL by the contractor.
- 3.19.7 In case the PSPCL intends to fore-close the contract before the completion of the job due to any reason then the Engineer In-charge shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall

be measured jointly. Unutilized materials supplied by the PSPCL shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for unutilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

3.20 **Priorities and Licenses by contractor** **DELETED**

3.21 **JURISDICTION:**

Jurisdiction for filling any suit in case of any dispute shall be the court at the Headquarters of PSPCL's contract signing authority (i.e. Ropar).

Schedule C

SECTION IV

(Fair wages clauses and labour regulations)

4.1.0 FAIR WAGES:

- 4.1.1** 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.
- 4.1.2** The contractor shall not withstanding the provisions of any agreement to the contrary cause to be paid fair wage of laborer indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.3** In respect of all directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with Punjab Govt./Contractor's labour regulations made by the Govt. from time to time in regard to payment of wages , wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4** The Sr. 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. Nonpayment 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 4.1.3 above.
- 4.1.5** 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.
- 4.1.6** No labour below the age of 18 years & above 60 years shall be employed on the work.
- 4.1.7** It will be responsibility of the contractor to ensure that trees in the camp site and in the vicinity their fruit etc. are not damaged by his labour, or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

4.2.0 CAMPS & CONVENIENCES:

- 4.2.1** 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.
- 4.2.2** 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.
- 4.2.3** Clean drinking water to be provided by the contractor.
- 4.2.4** 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.

4.3.0 MONTHLY RETURN REGARDING WAGES:

The contractor shall be required to submit to Labour Welfare Officer/ Sr. Executive Engineer, on the tenth of every month a return on the prescribed form for the

payment of wages under the fair wage clause. This failure of the Contractor to do so shall be considered as breach of the contract and will be dealt with as such.

4.4.0 CONTRACTOR'S LABOUR REGULATIONS.

4.4.1 DEFINITIONS:

These regulations may be called "Punjab Public Works Department Contractor's labour regulation". In these regulations unless otherwise expressly indicated the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say:

- a) Labour means workers as employed by PSPCL / 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.

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.

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

4.4.3 PAYMENT OF WAGES:

- a) Wages due to every worker shall be paid to him directly.
- b) All wages to be paid directly by the contractor either through cheque or by transferring the wages into bank's account of workers.
- c) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed one month.
- e) Wages of every workmen employed on the contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- g) All payments of wages shall be made on a working day.
- h) Wage register and wage card etc. The contractor shall maintain a wage register of workers, in such form as may be convenient, but the same shall include the following particulars.
 - i. Rate of daily or monthly wages.
 - ii. Nature of work on which employed.
 - iii. Total amount payable for the work during each wage period.
 - iv. Total numbers of days worked during each wage period.
 - v. All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
 - vi. Wages actually paid for each wage period.
 - vii. The contractor shall also maintain a wage card for each worker employed on the work.

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

4.4.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:

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

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

4.4.5 REGISTER OF FINES ETC.

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

4.4.6 PRESERVATION OF REGISTERS

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

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

Authority of the Punjab Government in their behalf shall have powers to make enquiries with a view of ascertaining and enforcing due and proper observance of the ;wage clauses and the provision for regulations. He shall investigate into any complaint regarding any fault made by the contractor or by the sub contractor in regard to such provision.

4.4.8 REPORT OF LABOUR WELFARE OFFICER.

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

4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER.

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

4.4.10 INSPECTION OF REGISTERS AND CARDS.

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

4.4.11 SUBMISSION OF RETURNS.

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

4.4.12 AMENDMENTS.

The Punjab Government may from time to time, add to or amend these regulations and on any question so as to 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.

4.5.0 INTOXICANTS.

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

4.6.0 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 contractors, are given below:-

4.6.1 Factory act. 1948.

4.6.2 Minimum Wages Act, 1948.

4.6.3 Industrial Dispute Act, 1947.

4.6.4 Payment of Wages Act.

4.6.5 EPF Act, 1952 & Misc. Provisions.

4.6.6 Contract labour Regulation & Abolition Act, 1970 & its new provisions w.r.t change in no. of workers employed by employer.

4.6.7 Workman compensation Act.

4.6.8 ESI Act 1948

If any other act or law comes in force during the pending of the contract, those shall also be binding on the contractor.

4.7 The contractor/firm shall take ESI insurance Number for the entire workman. The workers will be issued Gate Pass only if they are being provided with the ESI insurance Number.

4.8 Medical Examination of all workmen is mandatory as per Factory act 1948. 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 medical examination of all the workers as per Factories Act, 1948 and Punjab Factory Rules, 1952.

- 4.9 The contractor/firm shall provide EPF slips and pay slips regularly to every workman working under him as it is mandatory under various Labour Laws.
- 4.10 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 and safety of the worker of Thermal Power Plants. As per guidelines of Hon'ble supreme court of India delivered in said CWP, 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.
- 4.11 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.
- 4.12 The contractor/firm shall obtain Group Insurance Policy which covers the fatal/non-fatal accidents compensation awarded by Court under Workmen's Compensation Act, 1923 in respect of those workers whose pay is above Rs.21,000/-per month or who are not covered under E.S.I. Act, 1948. Contractor/firm shall provide the copy of Group Insurance Policy to the concerned office before the start of work.
- 4.13 The contractor is required to submit an attested copy of the Licence issued by Licensing Officer (Asstt. Labour Commissioner, SAS Nagar) to execute work through contract labour under Section-12 of the Contract Labour (Regulation & Abolition) Act, 1970 within two weeks from the date of start of work, in the event of his having employed 50 or more workers on any day of the proceeding twelve months.
- 4.14 The workers shall be allowed leave with wages as per Factories Act, 1948.
- 4.15 The contractor shall maintain a First-aid box as prescribed at his site office.
- 4.16 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.
- 4.17 The contractor should make all arrangements 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. In case contractor fails to make payment to the workers by 7th/10th day of next month (as the case applicable), then penalty as per Section-20 of the Payment of Wages Act -1936(Amendment 2005) shall be imposed as detailed below :-
- "If the contractor fails to make payment to the workers by 10th of the month for 1st time during the period of contract then a lump-sum penalty of Rs.1500/- will be imposed on the contractor.*
- However if the contractor fails to make payment to the workers by 10th day of any subsequent month during the period of contract, then he will be liable to pay a penalty of Rs.750/- per day for which the payment is delayed beyond 10th day of that month in addition to lump-sum penalty of Rs.1500/- for that month."*
- 4.18 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.
- 4.19 The contractor/firm shall provide modern PPE (Personal Protective Equipment) to every workman working under him as per job/site requirement from the date of start of contract period. PPE must be of ISI or International Standards and as per specification mentioned below. The firm shall ensure the use of PPE by every workman. In case

Workman found not using the PPE, the firm shall be fined Rs. 100/- (Rs. one Hundred) per worker. 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:-

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 up to 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 (Mechanical Job)	With steel toe IS marked as per IS 15298 (part-II) :2002 (size 6 to 11 no)	All Workers
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-----

4.20 Payment of Service Benefits: - The contractor/firm must have to pay all the service benefits including Bonus, Gratuity, retrenchment benefits 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 and registration of the work of that contract will be cancelled.

4.21 The contractor/ Firm must have to pay all the applicable terminal/ service benefits (i.e bonus, gratuity)/ retrenchment compensation, leave encashment etc.) for the contract period to all the workers within 45 days after completion of contract period including extended period, if any. Delay in payments will attract

penalty. All the payment to the workers shall be made through cheque/ bank only.

Penalty @ 500/- per day in case of workers strength is up to 50 Nos. or Rs. 1000/- per day for workers strength above 50 Nos. shall be levied for delay in payment of terminal benefits etc. if not made within stipulated period. In case of non-payment of all terminal/ service benefits to workers within stipulated period it will be treated as non-compliance of terms and conditions of the contract and PSPCL may consider cancelling firms registration for the work/ works.

- 4.22 **The contractor firm will provide the group insurance policy for all the workers to provide death/disablement benefits amounting to Rs 10 lac from the date of start of work as per the decision taken by BOD of PSPCL in its 103rd meeting held on 25-10-23, circulated vide company secretary U.O. no. 3662/BOD-103.21/ 2023/PSPCL dated 08.11.2023. The terms & conditions are outlined in PSPCL comprehensive Accidental compensation policy as issued by Dy.Secy./Industrial Relations, Patiala through order no 10/I.R.O.-676 dated: 08.12.23.**
- (i) **The provision for the treatment/reimbursement of medical expenditure and disablement benefits (both temporary & permanent disablement) is mandatory as per the Employees State Insurance Act, 1948.**
 - (ii) **Dependent benefits to be extended to the legal heirs of the deceased in accordance with the provisions of Employees State Insurance Act, 1948.**
 - (iii) **The contractor firm will pay the lump sum insurance premium in a single instance for the whole period of the work order and the insurance period shall start from the date of work order till its completion and submit its proof/policy within 7 days of commencement of work. In case the work order is extended, the contractor will also provide the insurance for the extended period.**
 - (iv) **The Group insurance should cover the following compensations:-**

Item	Description of benefits	Compensation payable % of the capital sum insured (10 lacs)
a	Death Only	100
b	Loss of sight of two eyes or loss of use of two hands or feet or loss of use of one hand and one foot or loss of sight of one eye and loss of use of one hand or foot.	100
c	Loss of sight of one eye or loss of use of one hand or one foot.	50
d	Permanent Total Disablement from injuries other than named as above.	100
e	Permanent Partial Disablement	% as per policy
f	Temporary Total Disablement	Up to 104 weeks maximum weekly benefits not exceeding Rs. 5000/- per week.
Above coverage is classified into (Death, PTD,PPD & TTD i.e. a to f above) TTD is the weekly benefit/compensation (stated in f) which is 1% of CSI max Rs. 5000/- per week up to 104 weeks.		

- (v) **In case contractor fails to provide the group insurance policy & the compensation becomes due because of death/disablement of any worker, the contractor will be liable to pay such compensation as per above PSPCL**

policy from his own funds without any liability/financial implication to PSPCL. Also if group insurance policy is not taken by contractor, a penalty of Rs 300 per day shall be imposed & the same amount shall be deducted from the monthly bill of the firm.

4.23 In future if any other new clauses come in force during the pendency of contract, those shall also be binding on the contractor.

SPECIFIC TERM & CONDITION TO GOVERN THE CONTRACT

Section-V

1. SPECIAL TERMS AND CONDITIONS

- (a) The firm should specify clearly its rates both in figures and words on lump sum basis per equipment or per unit as per scope of work Part-III on the prescribed proforma at Annexure-A.
 - (b) The quotation shall be valid for acceptance for 120 days from the date of submission of quotation.
 - (c) The rates quoted shall be firm and inclusive of the statutory amount payable by the firm to the workers.
2. The work will have to be carried out be completed in the scheduled time.
 3. The firm shall guarantee for workmanship of erection of equipment covered in scope of work (PART-III) for the period of six months from the date of inspection of equipment. If found to be defective, the same will have to be attended again by the firm for which no extra charges shall be payable by GGSSTP. In case firm fails to respond within reasonable time, the jobs will be got done from any other contractor/agency at risk and cost of firm.
 4. Scope of Supply by GGSSTP and by the firm will be as per PART-IV.
 5. **Goods and Service Tax:-**

PSPCL is registered centrally in the state of Punjab under
GSTIN:03AAFCP5120QIZC

GST as applicable shall be paid extra by PSPCL against documentary proof of having deposited the same . In this regard firm /contractor will submit the GST challan as a proof along with following GST declaration certificates.

- i) Certified that the transaction on which GST has been claimed has been/will be included in the return submitted/to be submitted under GST Law and the amount claimed form the PSPCL has been/shall be deposited with GST authorities.
- ii) Certified that the services/supplies on which GST has been charged have not been exempted under state/central GST act or rules made there under and that GST charged on these services/supplies is not more than what is payable under the provision of relevant act.
- iii) Certified that we shall indemnify the PSPCL in case it is found at a later stage, that wrong or incorrect payment has been received on account of GST; same will be refunded.
- iv) The GST challan no._____ dated _____ has been deposited against the work order No._____dtd._____for the month of _____.

- v) Certified that we, M/S_____ are registered under State/ centre GST Act and our registration no. with Punjab Govt. is _____.
- vi) Further any loss due to non- availability of ITC or levy of penalty/interest payable by PSPCL on account of non filing of return or non compliance or any miss statement given under the provision of GST Act by the contractor shall be recovered from them.
6. The tenderers shall invariably supply the following information with the tenders :-
- i. Documentary evidence (Latest copy of memorandum of Micro Small & Medium Enterprises filed under sectoio-8 of MSMED Act, 2006 duly acknowledged by com pete4nt authority.) of being a **Micro Small & Medium Enterprises**. If the bidder does not submit the proof at the time of submission of its bid it shall be considered as a Large Enterprises.
- ii. A certificate for the last financial year, duly signed by any Director/Partner/Proprietor and Chartered Accountant that investment in Plant & Machinery of the enterprise does not exceed Rs. 25 Lac I n case of micro and Rs. 5.00 Cr in case of small enterprise as prescribed in section 7 (1) a (i) & (ii) of the MSMED Act, 2006.
7. **PAYMENTS**
- 100% payment shall be released after completion of job within 15 days from the date of submission of complete invoice of each unit.
8. The activities mentioned in different scope of work are detail of possible works connected with the jobs/equipment. However, other activities / alterations / modifications which are required to be carried out to complete the overhauling work and to commission the equipment shall be deemed to be included in scope of work.
9. Transportation of material from main store / any part of plant and return of scrap /dismantled material to site store /any part of plant falls in the scope of work.
10. Any spares to be taken to GGSSTP workshop for its repair etc. and its return to site falls under scope of work.
11. The dismantled parts of the equipment under overhaul and area around equipment are to be kept in clean place covered property and custody of the parts/equipment from damage, theft, pilferage is the responsibility of the contractor.
12. The firm will arrange insurance of its workers if deployed on the job. They will be fully responsible for the damage of life practically/totally in respect of if its employees engaged on the job covered under the contract and in case of any mishap, the contractor will be responsible to pay compensation to its staff/officers as per applicable rules/laws.
13. Damage or loss to PSPCL property occurred due to negligence of contractor of his staff shall be made good by the contractor free of cost within reasonable

period of time. The decision of Engineer-In charge of PSPCL shall be final & binding.

14. The contractor shall be responsible for the character/antecedents and conduct of its staff deployed, if any and shall be ready for its character verifications, if so required. In case of any misconduct by his employee under the definition of PSPCL rules will entitle PSPCL to get them removed from the work place and the contractor will have to comply these instructions.
15. The assistance to be provided should be commensurate with the scope of work.
16. No. conveyance facility will be provided by PSPCL to contractor. The contractor will have to make his own arrangements for transportation. The contractor will however, have to follow the timings of PSPCL or as per directions of Engineer in charge.
17. The contractor shall ensure timely payment of wages and other allowance etc. if any, and other payments to their officer/employee/workers as per Govt. rules/labour laws as applicable from time to time. Minimum wages will be ensured to all workers, payment by PSPCL to the contractor will, however, not be linked in any way in regard to the payment of wages to their employees.
18. The contractor shall not sublet the contract to any other contractor already working at GGSSTP.
19. The firm shall be fully responsible for E.P.F deductions from the salaries of eligible workers, deposit of all contributions on this account (employ's as well as employer's share) to Regional Provident Fund Commissioner and any other liability in this regard as per prevailing E.P.F. Regulations shall also be borne by the contractor. The contractor shall be principal employer for the purpose of EPF & MP Act 1952 and shall be solely responsible for maintaining registers submission of returns in specified forms and making the various compliances under the various provision of the act, including deductions, deposit of EPF contribution (both employ 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.
20. Income tax or any other deduction as per prevailing rules shall be deducted from each bill of the contractor.
21. The contractor has to enter into any agreement on a non-judicial stamp paper of appropriate value 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.
22. The contractor shall follow the rules and regulations of employees State Insurance Act, 1948.

23. **INDEMNITY**

- (a) The contractor 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.
 - (b) The contractor 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.
24. All other terms and conditions shall be as per Schedule-C attached as section-1 to section-IV.

PART-II
TECHNICAL SPECIFICATION

Sr. No.	Description	
1.	Make	Audco India Ltd.
2.	Model	9 A.S. (for 1600mm Butterfly Valves)

NOTE:

1. This is the gear box for Audco make 1600mm size, motor operated Butterfly valve procured vide P.O. no. 816/TH/PNRTH/M-III/1039/21476 dt. 31/07/1989.
2. Previous order details P.O. no. 10145/P-II/EMP-7878 dt. 27/10/05.
3. The existing actuator details to operate this gear box are as follow:-
Make: Rotork, Model: K-300/F14E,
RPM: 192 Max. Torque: 203Nm

Addl. SE/C&I-2
GGSSTP, Rupnagar

PART – III
SCOPE OF WORK

The brief scope of work is as below:-

1. Dismantling of Gear box from butterfly valve and locking the butterfly disc in open position.
2. Transfer of the gearbox from site to the firm's workshop.
3. Firm will prepare the drawing of the worm & worm gear dismantled and also perform the lab test of the material for both.
4. Firm should fabricate both worm & worm gear as per drawing prepared and from the same material as of defective gear box.
5. The bearings and oil seals should also be changed by the firm. (Make of bearing should be SKF/FAG/Timken or equivalent make).
6. After assembly the gear box will be installed by the firm at site.
7. The firm will submit relevant documents as lab test reports/ drawings or other details of the spare parts used.
8. The Firm will give the guaranty of fitment & operation of the gearbox with the actuator and butterfly valve.

NOTE:

- 1) Consumables required for the works will be arranged by Contractor on his own cost.
- 2) Any other works which is required to be done for the completion of the works and not included in the scope of the work shall be done by the contractor without any additional cost.

PART- IV

SCOPE OF SUPPLY BY GURU GOBIND SINGH SUPER THERMAL PLANT ROPAR

The following items / facilities will be supplied by GGSSTP for use on units.

1. Electric power for machine, lighting etc.
2. Compressed air supply of about 6-8 kg/cm².
3. Lodging and Boarding at GGSSTP Guest house on chargeable basis.

SCOPE OF SUPPLY BY CONTRACTOR

1. All the equipments, T&P and consumables required.
2. Required skilled manpower.

ANNEXURE- A

PROFORMA FOR QUOTING RATES

Enquiry no.

Dated:

Sr. No.	Description of job	Qty.	Amount (Rs.)
1.	Repair/fabrication work gear box of CWP-5C discharge butterfly valve of unit #5), GGSSTP, Rupnagar as per scope of work.	01 no.	

NOTE:

1. The quoted rates shall be inclusive of all the payable central / State taxes and duties but excluding GST. If the firm has not mentioned about GST, same shall be considered exclusive of GST.
2. The rates should be written legibly free from any erasures, overwriting etc. conversions /corrections, if any should be initialed with date. Where there is a discrepancy between the rates quoted in figures and words, the rates quoted in words shall prevail. Where there is a discrepancy between actual amount worked out by quantity multiplied by the rates and the quoted total amount the former shall govern.
3. Overall total amount should be written in both figures and words.

Signature of Bidder & Stamp

CONTRACT AGREEMENT FORM

(To be entered on a Non Judicial Stamp Paper of Rs.100/-)

This contract agreement made this _____ day of _____ in the year _____ between the PUNJAB STATE POWER CORPORATION LTD. here in after called "Purchasers" and M/S _____ having their Regd. Office at _____ here in after called "Contractor" for the _____, in accordance with Tender Enquiry No _____ dated _____ and contractor's proposal No. _____ dated _____.

This is in confirmation of the advance acceptances notified in the Purchaser letter no. _____ where the Purchasers has accepted the proposal of the contractor for _____ as per work order no. _____.

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 specification the Contractor's proposal and related correspondence and the Work Order acknowledged / accepted by the contractor form the part of this agreement.

The agreement contains _____ pages.

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

CONTRACTOR

PURCHASER