



PUNJAB STATE TRANSMISSION CORPORATION LIMITED

(A Punjab Govt. Undertaking)

(Regd. Office : PSEB Head Office, The Mall, Patiala – 147001, Punjab, India)

(Corporate Identity Number : U40109PB2010SGC033814)

(O/O Dy. Chief Engineer/HR & Admn., General Section, Shakti Sadan, Patiala)

(Tel. No. 0175-2225907 - FAX No. 0175-2220054)

WORK ORDER-CUM-CONTRACT AGREEMENT NO. 01 DATED 25.01.2018

To

M/s Vodafone Mobile Services Limited,
Plot No. C-131, Eltop, Industrial Area,
Phase-VIII, Mohali -160071, Punjab

Memo. No. **1452** /Gen-645 Dated: **25-01-2018**

Sub:-

WORK ORDER-cum-CONTRACT AGREEMENT AVAILING GSM 4G MOBILE PHONE SERVICES AND FCT SERVICES TO PSTCL UNDER CORPORATION PLAN.

Ref: -

Your letter regarding extension of PSPCL Plan to PSTCL Employees under COCP Contract via E-mail dated 15.12.17

With reference to your letter referred above, PSTCL has decided to place work order upon you for providing GSM 4G Mobile Phone Service in PSTCL under Corporate plan as per the following rates offered/agreed by you:

Schedule of Prices (COMMERCIAL TARIFF)

| Sr. No. | Description | Quoted rates (Rs.) |
|---------|--|--------------------|
| 1 | Monthly Rental | 21 |
| 2 | <u>Outgoing Call Charges with in Punjab (Outside CUG) (per second)</u> | |
| | (1) Mobile to Mobile | |
| | a) Own Network | 0.001 |
| | b) Out of own Network | 0.002833 |
| | (2) Mobile to Land Line | |
| | a) Own Network | 0.003666 |
| | b) Out of own Network | 0.003666 |
| 3 | <u>Outgoing Message Charges (Outside CUG)</u> | |
| | (1) Short Message Service (SMS) charges-Within CUG totally free. Rates are for outside CUG | |
| | a) Own Network within Punjab | 0.5 |
| | b) Out of own Network with in Punjab | 0.5 |
| | c) Own Network Out Side Punjab | 1 |
| | d) Out of own Network Outside Punjab | 1 |

| | | |
|---|--|-------|
| | (2) Multimedia Message Service (MMS) charges- Within CUG totally free. Rates are for outside CUG | |
| | a) Own Network within Punjab | 5 |
| | b) Out of own Network with in Punjab | 5 |
| | c) Own Network Outside Punjab | 5 |
| | d) Out of own Network Outside Punjab | 5 |
| | (3) Voice Mail Service (VMS) Charges | |
| | a) Own Network within Punjab | 0 |
| | b) Out of own Network within Punjab | 0 |
| | c) Own Network Outside Punjab | 0 |
| | d) Out of own Network Outside Punjab | 0 |
| 4 | <u>Outgoing STD Call Charges (per second)</u> | |
| | (1) Mobile to Mobile | |
| | a) Own Network | 0.008 |
| | b) Out of own Network | 0.008 |
| | (2) Mobile to Land Line | |
| | a) Own Network | 0.006 |
| | b) Out of own Network | 0.006 |
| | <u>Charges while on National Roaming</u> | |
| | (1) Outgoing (per second) | |
| | a) Own Network | 0.016 |
| | b) Out of own Network | 0.025 |
| | (2) Incoming (per second) | |
| | a) Own Network | 0 |
| | b) Out of own Network | 0 |
| 5 | (3) Short Message Service (SMS) | |
| | a) Own Network | 1.5 |
| | b) Out of own Network | 1.5 |
| | (4) Voice Mail Service (VMS) | |
| | a) Own Network | 0 |
| | b) Out of own Network | 0 |
| | (5) Multimedia Message Service (MMS) | |
| | a) Own Network | 5 |
| | b) Out of own Network | 5 |
| 6 | Internet plan-4G Internet services- 10GB unlimited Rental/ Month | 99 |

Terms and conditions:

1. The above rates are exclusive of GST which shall be paid as applicable at the time of submission of invoice.
2. **The facility of 10 GB unlimited 4G data as at Sr.No. 6 of above table shall be provided to all Level-1 officers only.**

The schedule of services to be provided is as follows:

| Sr. No. | Description | Remarks/ Charges |
|---------|--|------------------|
| 1. | ONE TIME CHARGES a) SIM Cards for mobiles b) Activation Charges | Free of Cost |
| 2. | SECURITY DEPOSITS a) Basic b) STD c) ISD d) Regional Roaming e) National Roaming f) International Roaming | Free of Cost |
| 3. | Incoming/outgoing calls/SMS/MMS/VMS within the Closed User Group of the PSPCL & PSTCL (If same Mobile service Provider is selected in PSTCL) | Free of Cost |
| 4. | Value Added Services like(CLIP(Caller Line ID)), Itemized Bill, Call waiting/Call hold/Call Forwarding, Regional Roaming (North Roaming) Rental, National Roaming Rental | Free of Cost |
| 5. | GPRS(General Package Radio Service) Connectivity along with unlimited data usage and Call Conference facility (with minimum 5 simultaneous users)will be provided to all Level-1connections | Free of Cost |
| 6. | Other facilities: i) Fax data Transmission ii) Fixed Cellular Terminals (Complete Instruments of Fixed Cellular Terminals will be provided by the Service Provider for all Sub-Centers and EPABX Exchanges having Battery backup facility). | Free of Cost |
| 7. | Mobile Phone Services are required in three Levels i.e.: 1)Level 1 Approximately 400 Mobile Connections. (Mobile Phone Service having free incoming/ outgoing facility within the CUG (Closed User Group) and at agreed rates out of CUG.) 2) Level-2 Approximately 700 Mobile connections. (Mobile Phone service with free incoming/outgoing facility within CUG. Outgoing facility out of CUG will be provided by the Service Provider with the additional facilities of Power of 2 and Threshold facility and free incoming facility out of CUG.) 3) Level-3 Fixed Cellular Terminals (FCT) Approximately 200 Mobile connections (FCTs, having free incoming/outgoing facility within the CUG. Free incoming facility out of CUG and Outgoing facility out of CUG as per agreed rates will be provided on FCTs working on Sub Stations whereas FCTs working at Complaint Centers will be provided only Level-2 connections. FCTs working at EPABX Exchanges will be provided with No Limit Facility.) | Chargeable |
| 8. | Billing pulse | Per Second |

- a) Apart from above, 4G Internet Services 10GB unlimited are to be provided for **all Level-1 officers only**.
- b) Repeater/ booster to be provided, if the signal is not available/ weak at a particular location in Punjab within 15 days of intimation of defect.

- c) The PSTCL officers availing official numbers outside Punjab like in New Delhi and Himachal Pradesh (in Joginder Nagar, Kangra etc.) will also be covered under CUG without levy of roaming/STD charges.
- d) ISD, International Roaming Shall be activated only on the specific directions of the Dy. Secy./General. , PSTCL, Patiala to do so, on the specific Mobile Nos. only.
- e) The change of Mobile Phone number will be done free of cost by your Company on the transfer/retirement of the officers/ officials.
- f) M/s Vodafone will provide facility of POWER of 2 i.e. Prepaid on post-paid and Threshold facility duly approved from competent authority (such as TRAI, DOT etc.) if required to all the officers/officials having the Mobile phone connections of Level-2. Company will also make arrangements to provide Cash Card in the market throughout Punjab. The Tariff mention in Schedule of Prices above will be applicable throughout (within thresh hold limit and beyond).

General Terms & Conditions

1. TERMS OF PAYMENT

No advance payment will be made. The 100% payment along with applicable taxes and duties shall be payable on monthly basis as per the service provided. The firm will raise bills/invoices within 7 days after the end of each month and payment will be made within 45 days from the date of presentation of bills along with all relevant documents required for payment.

In case of any unambiguous wording PSTCL's interpretation will be final.

2. TAXES

Income tax, WCT and any other taxes imposed by the Central Govt. / Local Govt. bodies will be deducted from the running bills as per rules.

All such Taxes, Duties, Levies and other Charges, for which Work Order will be silent, the same will be assumed as per PSTCL Terms and Conditions and inclusive in the rates/ prices agreed by you.

3. INVOICING:

Soft Copy of bills of all the connections along with duplicate copy of system generated consolidate bill clearly indicating No. of calls , No of SMS, other services used and discount provided along with other documents required should be submitted to the office of Dy. Secy. / General, PSTCL, Patiala.

4. ASSIGNMENT OR TRANSFER OF CONTRACT:

M/s Vodafone shall not without prior written approval of the Accepting Authority assign or transfer the Contract or part thereof, any share, or interest therein to any other person.

All terms & conditions herein containing shall be extended to and be binding upon the successors and assigns of the Contractor. The work shall not be transferred in whole or in part without the prior written approval of the PSTCL to a person, Company or Organization.

5. NEGLIGENCE AND DEFAULT:

In case of negligence on the part of M/s Vodafone to execute the order/ contract with due diligence and expedition and to comply with any reasonable orders given in writing by the PSTCL in connection with the Work Order/ Contract of any contravention in the provisions of the Work Order/ Contract, PSTCL may give 21 days' notice in writing to M/s Vodafone to make good the failure or neglect or contravention and if the Supplier/ Contractor fails to comply with the notice within time considered to be reasonable by PSTCL, the PSTCL may blacklist or suspend/ terminate business dealings with M/s Vodafone for a specific period apart from claiming reasonable compensation/ damages forfeiture of security etc.

6. FORCE MAJEURE:

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy , Civil Commotion, Sabotage , floods , explosion , epidemics, fires or other acts of GOD, strikes and lockout(hereinafter referred to as 'eventualities') then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof neither party shall by reason 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 delaying performance and construction of work under this contract shall be resumed as soon practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

7. CHANGES:

No variation or modification or waiver of any of the terms and provisions shall be deemed valid unless mutually agreed upon in writing by both the Purchaser and the Service Provider.

8. SECURITY:

M/s Vodafone shall permit PSTCL to deduct such sum as will amount to 5% (Five Percent) of the gross value of service provided at the time of making any payment to it for service provided under the contract. Such deductions are to be held by PSTCL by way of Security Deposit. All compensation or other sums of money payable by contractor to the PSTCL under the terms of the contract may be deducted from security in case the contractor shall not make good the same within 10 days. The security deposit shall be refunded to the contractor after the expiry of defect liability period, which is six months from the date of issue of completion certificate or payment of final bill, which 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.

In the event of default on the part of the Contractor in the faithful execution of Contract, his security deposit shall be forfeited. The forfeiture of Security Deposit shall, however, be without prejudice to any other right arising or accruing to the PSTCL under relevant provisions of the Contract, like penalty/ damages for delay in delivery including suspension of business dealings with PSTCL for specific period.

9. GOODS AND SERVICES TAX:

M/s Vodafone is fully responsible for the deposit of GST claimed from the PSTCL against their bills to the tax authorities in time. In case he fails to do so action against the firm will be taken by the PSTCL as per GST act.

10. EXTENSION OF TIME:

- i) If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground, he shall apply in writing to the Dy.CE/HR& Admn.,PSTCL, Patiala, if in his opinion there are reasonable grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of the Dy.CE/HR& Admn.,PSTCL, Patiala in this regard shall be final and binding.
- ii) For any delay in work on account of act of omission or commission at the part of the PSTCL viz. delay in issue of material alterations, 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.

11. DEDUCTION OF AMOUNTS DUE TO PSTCL :

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

12. DELIVERY PERIOD AND CONTRACT DURATION:

The work of providing mobile services shall commence from 01.02.2018 and be completed within 4 (four) weeks from the date of award of contract. The period of contract shall be 3 (three) years after commencing the work order. However, PSTCL reserves the right to increase/decrease the period of contract based on the satisfactory performance to be evaluated at the end of each year.

13. CANCELLATION:

PSTCL reserves the right to cancel the work order cum contract agreement as a whole or in part at any time or in the event of default on the part of the contractor.

14. PENALTY/ DAMAGES FOR DELAY IN DELIVERY:

If the supplier fails to deliver the material/equipment within the stipulated delivery period of the purchase order/contract, the same is liable to be rejected and if accepted, the Supplier shall be liable to pay as penalty charges a sum of 0.5% (half of one percent) of the cost of undelivered supply/ incomplete equipment per week of delay or part thereof, not exceeding maximum limit of 10% of the total contract value of equipment so delayed. However, there will be a slack of one month that will not entail any penalty and will not involve any additional financial implication. Delay beyond slack period will attract penalty for the period of delay including slack period, however there will be no penalty/liquidated damages in respect of purchase of proprietary items.

If the supplier fails to deliver/activate the Mobile connections within particular area, within the stipulated delivery period of the supply order/contract, the same is liable to be rejected at the cost of the supplier.

- i) If any Mobile connection remains un-activated due to the technical reasons attributed to the company and is not activated within reasonable time, the PSTCL will not be liable to pay any rental and other charges for this period.
- ii) Company will be responsible for failure of service/ Seamless connectivity in the Villages/Rural Area/Border Area (in consonance with DOT guide lines)/Cities/Towns/Highways.
- iii) The Terms and Conditions and Technical conditions as provided under Contract Agreement will continue to remain in force as agreed by you and will not be altered unilaterally.
- iv) Facts/Services given by your Company , PSTCL have the right to avail the all technical services provided by your Company. Particularly in the case of Network the seamless networking facility is required all over the Punjab (Border Area (in consonance with DOT guide lines)/Rural Area and all the Highways of the Punjab). In case of failure of Network, PSTCL have the right to suspend/terminate the Contract Agreement with M/s Vodafone.

15. CIVIL SUIT/JURISDICTION:

All legal proceedings in connection with this Work order-cum-contract agreement shall be subject to the territorial jurisdiction of the local Civil Courts at Patiala only.

16. ARBITRATION:

- i) If any question, difference or objection, what-so-ever 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 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 obligation of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the PSTCL, who in case of dispute involving an amount exceeding Rs 50,000/- shall give a reasonable award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to arbitration within 180 days of the date of completion of work or payment of the final bill, whichever is later, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.
- ii) Upon every or any such reference, the cost of any 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 fixed as between Solicitor and Client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.

- iii) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable by the Purchaser/ PSTCL shall be withheld on account of such proceedings.
- iv) The sole arbitrator shall conduct the proceedings under the provisions of Arbitration & Conciliation Act 1996 as amended up to date.

17. RESCISSION OF CONTRACT:

The contractor shall not be assigned or sublet the contract without the written consent of the Engineer-In-Charge and if the Contractor assigns or sublets 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 benefits or attempts to do so or if Engineer-In-Charge shall certify in writing that in his opinion contractor: -

- a) Makes default in concerning the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer-In-Charge.
- b) In the opinion of the Engineer-in-charge at any time, whether before or after the date or extended date for completion, make default in proceedings with the work, with due diligence and continue in that state after a notice of seven days from Engineer-In-Charge.
- c) Fails to comply with any of the terms and conditions of the contract or after 7 days notice in writing with orders properly issued there-under.
- d) Fails to complete the work, work order and items of work on individual dates for completion and cleans the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract.

18. DELIVERY OF SIM CARDS AND ACTIVATION :

AFTER THE EXECUTION OF THIS CONTRACT, THE DELIVERY OF MOBILE PHONE CONNECTIONS (SIM CARDS) AND ACTIVATION OF MOBILE PHONE CONNECTIONS WILL BE REGULATED IMMEDIATELY.

19. NUMBER OR QUANTITY CONTRACTED FOR :

Total quantity of mobile Phone connections/FCTs contracted with the firm during the period of the contract will be in the phased manner as per the requisition raised by the PSTCL from time to time. However, no guarantee can be given as to the number or qty. of the connections will be ordered during the period of the contract but the purchaser(s) undertake(s) to order of all Mobile connections which are required to purchaser except that he/they reserve(s) the right :-

Of submitting to competition any supply of connections/Tariff included in the contract, the total value of which exceeds such amount as the Purchaser (Whose decision shall be final) may determine upon consideration of the tenders. Of placing this contract simultaneously or at any time during its period with one or more contractors as purchaser may think fit. Of obtaining from any source any store, materials referred to, in the contract to meet any emergency, if the PSTCL through purchaser/whose decision shall be final is satisfied that the contractor is

not in a position to supply specific quantities or number within the period in which supplies are required.

20. NODAL OFFICERS

All Chief Engineers/HODs/Dy. Secy./General, PSTCL, Patiala shall be responsible for distribution/ allotment of mobile connections to the entitled officers/officials/offices in their respective organizations. In case of any specific complaint for ACTIVATION OF NETWORK, COVERAGE and SLASH IN SIGNAL the matter shall be referred by the CONCERNED NODAL OFFICER to M/s Vodafone and the matter will be sorted out within 15 days positively.

21. ACTIVATION OF MOBILE SIMS

The activation of Mobile connections (SIMs) would be regulated as per directions from Dy. Secretary/General from time to time and no rental /Other charges would be charged till the Mobile Phone Connection(s) is/are activated.

22. All other General terms & conditions of PSTCL Works Regulations -1997 amended upto date and applicable Acts, Rules and Provisions shall also be applicable. However specific terms & conditions provided in the Specifications shall overrule the General terms & conditions in case of any dispute.

23. M/s Vodafone shall supply a list of two authorized persons with their signatures duly attested on firm's letter head so that they may represent on behalf of the firm for all communication with PSTCL.

24. If at any time competent authority desires, the contract can be short closed at any time by giving one-month notice. No claim on this account shall be entertained.

25. The company should provide dedicated staff at PSTCL Head Quarters in Patiala to resolve day to day problems along with nominating district wise personnel for trouble shooting.

26. Repeaters/boosters will be provided by the M/s Vodafone at their own cost, if the signal is not available/weak at a particular location within 15 days of intimation of defect.

27. CONTRACT AGREEMENT

The letter of intent with complete term & conditions along with relevant supply order will itself form the contract agreement. M/S VODAFONE will execute the contract agreement on non-Judicial Stamp papers of Rs.100/- by an authorized signatory.

28. Acknowledgement

Please acknowledge the receipt of the Work Order-cum-Contract Agreement.

**-sd-
Dy. Secy./General,
PSTCL, Patiala**

Endst. No. 1453/66

/Gen-645 Dated: **25-01-2018**

Copy of the above is forwarded for information and necessary action to the followings please:-

1. PS to CMD, PSTCL, Patiala.
2. PS to Director/Administrative, PSTCL, Patiala.
3. Sr. PS to Director/ F&C, PSTCL, Patiala.
4. Joint. Secy. to Director Technical , PSTCL, Patiala
5. Sr.PS to Chief Engineer/HIS &D, PSTCL, Patiala.
6. Engineer-in-Chief /TS, PSTCL, Patiala
7. Chief Engineer/P&M, PSTCL, Ludhiana.
8. Chief Engineer/SLDC, PSTCL, Patiala.
9. CFO/PSTCL, Patiala.
10. FA/PSTCL, Patiala
11. Company Secretary, PSTCL, Patiala
12. Chief Auditor, PSTCL Patiala
13. All Dy. CEs/SEs/Addl. SEs/Sr. Xens under PSTCL
14. AO/Cash, PSTCL, Patiala

**-sd-
Dy. Secy./General,
PSTCL, Patiala**

CC: Copy of the above is sent to **Sr. Xen/IT, PSTCL, Patiala** and is requested to upload it on www.pstcl.org, please.