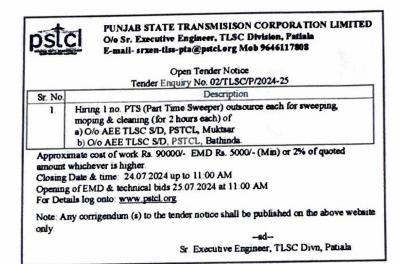
# pstcl

## PUNJAB STATE TRANSMISSION CORPORATION LIMITED Head Office: PSEB Head Office, The Mall, Patiala 147001. Office of Addl. Superintending Engineer, TLSC Division, PATIALA Email: <u>srxen-tlss-pta@pstcl.org</u>, Mob: 96461-17808





Sr. Executive Engineer TLSC Division, PSTCL, Patiala.



#### SECTION - I: GENERAL TERMS AND CONDITIONS

#### SUBMISSION OF TENDERS:

The following points shall be carefully studied /compiled in order to ensure submission of complete and comprehensive tender. Quotations /bids not strictly in accordance with these instructions are liable to be rejected.

- 1. The tender must be completed in all respects.
- 2. Telegraphic/Tele fax/Online quotations will not be accepted.
- 3. The tender shall be submitted in two separate envelopes, one envelope containing the main tender (all copies) and the other containing the Earnest Money (if any). While opening the tenders 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.
- 4. Quotations/Tenders should be enclosed in double covers both addressed to Sr. Executive Engineer, TLSC Division, PSTCL, Ablowal, Patiala.
- 5. Both inner and outer covers shall be sealed and subscribed with Tender specifications Number as given on the Enquiry/Tender Notice together with the date on which the Tender Opening is due and the name of work.
- 6. Quotations/Tenders shall be received in the office of Sr. Executive Engineer, TLSC Division, Patiala on due date and time given in the Tender Notice and shall be opened at the given time in the presence of tenderers or their authorized representatives who may like to be present. In case due date of opening tenders happens to be a holiday, tenders shall be received and opened at same time/hours on the next working day.

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

#### RATES

Rates will be based only on DC rates.

# 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.

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#### PUNJAB STATE TRANSMISSION CORPORATION LIMITED Head Office: PSEB Head Office, The Mall, Patiala 147001. Office of Addl. Superintending Engineer, TLSC Division, Ablowal, PATIALA. Email: <u>srxen-tlss-pta@pstcl.org</u>

#### SIGNING OF THE TENDER

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 tenders may not be considered.

#### EARNEST MONEY (If any):

- i) All quotations exceeding Rs. 50,000/- should accompany Earnest Money @ 2% of the total tender value rounded off to the multiple of Rs. 10/- on the higher side subject to a min. of Rs. 5000/- in the form of Demand Draft payable at Patiala in favour of PSTCL which will be converted into security deposit later in case of successful tenders.
- ii) Earnest Money (if any) shall be forfeited in case of withdrawal / modification of an offer within the validity period as required in the NIT/Tender specification after opening of tenders.
- iii) In case of successful tenders earnest money shall be converted into security deposit excess to be refunded and shortfall to be paid by the contractor within 7 days of issue of work order.
- iv) 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 expiry of additional period whichever is later.
- v) Tenders without Earnest Money (if any) shall not be entertained/ opened.

#### **RIGHT TO REJECT ALL OR ANY TENDER**

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

### ALL CUTTING/CORRECTIONS TO BE INITIALLED:

Each page of the tender document including the schedule of quantity and bid 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.

#### 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.



#### **POST TENDER MODIFICATIONS:**

NO Modification to the bid shall be made by the bidder after opening of the bids from the date of opening of tenders, unless specified otherwise.

#### TAX AND OTHER DUTIES

Income Tax, GST, EPF, labour cess etc. will be paid by the contractor for particular type of manpower.

#### **OPENING OF TENDER & SIGNING OF CONTRACT**

The Competent authority will open tenders on due date, time & place in the presence of any or all the tenderers or their authorized representative on the production of letter of authority, who may like to be present at the time of opening of the tender and they will append their signatures in the tender register in token of their presence.

#### TERMS OF PAYMENT

Payment will be on monthly basis by the controlling officer and 5% security will be deducted from the monthly running bills as per work regulations. The challans related to EPF@12.5%, Bonus @8.33% and  $\underline{ESI@3.25\%}$  of previous months shall be submitted to this office with the bills of fore coming months.

#### CIVIL SUIT/JURISDICTION

In case of dispute the decision of CE/TS, PSTCL, Patiala shall be final. For all disputes the matter shall be settled within the jurisdiction of the courts of Patiala.

Sr. Executivé Engineer, TLSC Division, Patiala.



#### SECTION-II: Scope of work

Scope of work of sweeper includes Sweeping, mopping, dusting, cleaning and all other allied works and develop/maintain green belts and plants/pots in the offices.

Terms and Conditions:-

1. It will be responsibility of contractor that the personnel supplied by him perform their duties to the satisfaction of the controlling officer.

2. The personnel so supplied by the contractor shall be fully outsourced and they shall have no right to claim the regular services in lieu of outsourced duty performed by them.

3. The age of the personnel should not be below 18 years and exceeding 50 years.

4. Payment will be made on monthly basis by the controlling officer and 5% security will be deducted from the monthly running bills per work regulations. Also Income tax, GST if applicable, labour cess etc will be deducted for particular type of manpower.

5. The working hours and the daily housekeeping work shall be done <u>for 2 hours</u> before 9 am or after 5 pm on all working days in the office areas or as per controlling officer.

6. In case of any damage to property of PSTCL due to negligence of the personnel the contractor shall have to make good the losses suffered by office, failing which the loss shall be recovered from the contractor bill.

7. Discipline and welfare of the workers shall be entirely responsibility of the contractor and any indiscipline/misconduct on the part of deployed workers shall be promptly attended by the contractor & officer incharge is fully competent to direct the removal of such workers.

8. The contractor agrees to issue such identity cards with latest photographs etc. To help employees for security and identification purpose and also the contractor should certify that there is no criminal record against the worker.

9. In case the contractor's employee suffers from any type of injury/ death while performing duty in concerned office's complex, the contractor shall be wholly responsible to bear any claim of employee. The concerned office shall not be responsible at any level for any type of claims and legal consequences.



10. The contractor shall abide by rules, regulations & other instruction issued by local govt., Govt. of India for arrangement of labour laws.

11. The contractor shall comply with all the statutes pertaining to labour laws, such contract labour (Regulation & Abolition) Act 1970, Industries disputes 1947, minimum wages act, payment of bones Act Employees provident funds Act, employee State insurance Act, Workman compensation Act, etc. Which are in form present or which may come into force in future.

12. The contractor shall agree to maintain employment records in respect of his employees required under various labour statutes, such as attendance register, wages register, bonus register, leave register etc.

13. Not with standing anything here in contained the office will have a right to terminate this contract by giving one month's notice without assigning any reason.

14. Initially the contract will be for the period of one year which can be extended for two years after the successful execution of the contract.

15. The rate quoted by the agency shall be firm during the period of contract and shall not exceed the DC rates.

16. The contractor has to enter into any agreement on a non-judicial stamp paper as per PSTCL rules within 30 days of the award of contract. The cost of stamp and other documents/completion of formalities shall be borne by contract.

17. In case of any dispute the decision of CE/TS, PSTCL, Patiala shall be final.

18. For all disputes, the matter shall be settled within the jurisdiction of courts of Patiala.

e Engineer, Sr. Exec **TLSC Division**, Patiala



#### Annexure A

SCHEDULE OF GENERAL PARTICULARS OF THE FIRM Particulars mentioned below if requires more space; the Information may be supplied on extra pages as annexures):

:

- 1. Name of the Firm
- 2. Address, Telephone/Fax Nos. and e-mail address of the Firm
- 3. PAN No. and proof of filing Income Tax Return/ Clearance Certificate for last 3 years of the Firm
- 4. Name of two Owner/Partner/Directors/Proprietors/ General Managers/Responsible men of the Firm along with their Telephone Nos /e-mail address.
- 5. PAN No. and proof of filing Income Tax Return Clearance Certificate for last 3 years of above responsible men (if any)
- Name, telephone no. and e-mail address of Work's Manager/Responsible person to whom reference should be made for expeditious technical Coordination/other clarifications.(if any)
- 7. Constitution and Composition of the Firm (Whether Proprietary/Partnership/Private/Public Limited or Govt. Undertaking) :
- 8. Copy of the Memorandum/Partnership Deed/Articleof Association may be attached (if any)
- 9 If Firm Registered with Registrar of Companies or other Govt./Semi-Govt. Dept. Give the details of authority with which it is registered and also give the Registration No.

SIGNATURE OF TENDERER

•

:

•

:

NAME

SEAL OF COMPANY/FIRM

DESIGNATION\_\_\_\_\_

- a. Signature:
- b. Name
- c. Status
- d. Whether authorized of the Attorney of the Tendering Co.
- e. Name of Tendering Company



#### Annexure B

#### SCHEDULE OF DEVIATIONS

Tenderers shall carefully state below any and all points clause by clause of his offer, which are not in accordance with PSTCL's General Instructions.

Section	Clause No.	Deviation	

We hereby certify that the above mentioned deviations are the only deviations from the General as well as Technical Specification of the Enquiry. All other clauses of the specification not specifically commented are acceptable.

SIGNATURE

DESIGNATION\_\_\_\_\_

COMPANY SEAL

COMPANY	
---------	--

DATE\_\_\_\_\_

Note: In case, the technical specifications as well as general conditions of Tender Specifications are acceptable in toto, the word 'Nil' shall invariably be put in the above column.



#### **ANNEXURE C**

#### CONTRACT AGREEMENT FORM

(To be entered on a Non-Judicial Stamped paper)

This	C	ontract	Agreemer		nade		is			1949	10 10 11	_day
of			_ in the yea	ar			be	ween	the F	PST	CL c	alled
Purchasers	and	M/s					having	g the	ir Re	egd.	Office	e at
			_hereinafter	called	contra	ctor	for t	he su	pply	of	manp	ower
of				in acco	ordance	with	Tend	er Enc	uiry N	10 _		
Dated		_ and	Contractor	's pro	posal	No					_ C	ated

This is in confirmation of the advance acceptances notified in the owner's letter No.\_\_\_\_\_\_ wherein the Purchaser has accepted the proposal of the Contractor for the delivery/ construction of \_\_\_\_\_\_ as per work order No.\_\_\_\_\_\_

In view of the foregoing, the PSTCL 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 Contract's proposal and related correspondence and the work order acknowledged/accepted by the Contractor form part of this agreement.

This agreement contains \_\_\_\_\_\_ pages.

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



#### PUNJAB STATE TRANSMISSION CORPORATION LIMITED Head Office: PSEB Head Office, The Mail, Patiala 147001. Office of Addl. Superintending Engineer, TLSC Division, Abiowal, PATIALA. Email: <a href="mailto:srxen-tiss-pta@pstcl.org">srxen-tiss-pta@pstcl.org</a>

#### Annexure D:

Schedule of Rates:

Sr. no	Description	Unit (Job per hour)	Wages to employee on DC rates + EPF + ESI + other contributions as per statutory regulations. (Will be paid as per actual)	Commission charges (% of D) (To be quoted by firm)	GST (as applicable) of D + E (Will be paid extra)	TOTAL (D +E +F)
A	В	С	D	E	F	G
1.	Sweeping, Moping & cleaning services at: a) O/o AEE TLSC S/D Sri Muktsar Sahib. b) O/o AEE TLSC S/D Bathinda.	2 hours per day- 1 person (for each office)	Will be paid as per actual (DC rate @ Rs. 51.61 per hour wef 01.09.2023 + employer share (EPF @ 12.00% or as applicable + ESI @ 3.25% or as applicable + Bonus @ 8.33% or as applicable)			

Note:

COMPANY SEAL

- 1. GST as applicable will be paid extra. The contractor /firm will deposit the same with the concerned department and thereafter will submit the copy of deposited slip to the divisional office.
- 2. At the time of final billing, the merit position w.r.t actual work done shall be prepared again and if the merit position of L-1 contractor changes, his total payment shall be restricted to the revised L-1 cost and the final payment of the contractor shall be made only after the final billing details as decided above are pre-audited by AO/TLSC Circle, Patiala.
- 3. Work regulation shall be part of the tender/DNIT.
- 4. For any other item, which is not covered shall be allowed on the same pattern as per AOR approved by the department.

SIGNATURE\_\_\_\_\_

DESIGNATION\_\_\_\_

#### Terms & Conditions:

- 1. The above rates are based on DC rates for the respective year. Any change in the DC rates shall invite the revision of rates.
- 2. Rates are inclusive of <u>EPF@13%</u>, Bonus @8.33% and <u>ESI@3.25%</u> or as applicable & <u>the contractor shall be responsible for the same</u>.
- 3. GST @18% shall be paid extra on the above rates, which will be paid by DDO.
- 4. Contract will be valid for one year and can be extended for 2 years on yearly basis.
- 5. It will be responsibility of contractor that the personnel supplied by him perform their duties to the satisfaction of the controlling officer.
- 6. The personnel so supplied by the contractor shall be fully outsourced and they shall have no right to claim the regular services in lieu of outsourced duty performed by them.
- 7. The age of the personnel should not be below 18 years and exceeding 50 years.
- 8. Payment will be made on monthly basis by the controlling officer and 5% security will be deducted from the monthly running bills as per work regulations. Also income tax, GST, if applicable, labour cess etc will be deducted for particular type of manpower. The challans related to EPF@12.5%, Bonus @8.33% and ESI@4.75% of previous months shall be submitted to this office with the bills of fore coming months.
- The working hours will be as mentioned above and the daily housekeeping work shall be done before 9 am or after 5 pm on all working days in the office areas.
- 10. In case of any damage to property of PSTCL due to negligence of the personnel the contractor shall have to make good the losses suffered by office, failing which the loss shall be recovered from the contractor bill.
- 11. Discipline and welfare of the workers shall be entirely responsibility of the contractor and any indiscipline/misconduct on the part of deployed workers shall be promptly attended by the contractor & officer incharge is fully competent to direct the removal of such workers.
- 12. The contractor agrees to issue such identity cards with latest photographs etc. To help employees for security and identification purpose and also the contractor should certify that there is no criminal record against the worker.



- 13. In case the contractor's employee suffers from any type of injury/ death while performing duty in concerned office's complex, the contractor shall be wholly responsible to bear any claim of employee. The concerned office shall not be responsible at any level for any type of claims and legal consequences.
- 14. The contractor shall abide by rules, regulations & other instruction issued by local govt., Govt. of India for arrangement of labour laws.
- 15. The contractor shall comply with all the statutes pertaining to labour laws, such contract labour (Regulation & Abolition) Act 1970, Industries disputes 1947, minimum wages act, payment of bones Act Employees provident funds Act, employee State insurance Act, Workman compensation Act, etc. which are in form present or which may come into force in future.
- 16. The contractor shall agree to maintain employment records in respect of his employees required under various labour statutes, such as attendance register, wages register, bonus register, leave register etc.
- 17. Not with standing anything here in contained the office will have a right to terminate this contract by giving one month's notice without assigning any reason.
- 18. The rate quoted by the agency shall be firm during the period of contract and shall not exceed the DC rates.
- 19. The contractor has to enter into any agreement on a non-judicial stamp paper as per PSTCL rules within 15 days of the award of contract. The cost of stamp and other documents/completion of formalities shall be borne by contractor.
- 20. In case of any dispute the decision of CE/TS, PSTCL, Patiala shall be final.
- 21. For all disputes, the matter shall be settled within the jurisdiction of courts of Patiala.
- 22. The bill shall be submitted by contractor to the respective DDO's as mentioned above.
- 23. All other terms and conditions will remain as per DNIT.

e Engineer. Sr. Execut TLSC Division, Patiala