

#### STATE BANK OF INDIA, ADMINISTRATIVE OFFICE, BATHINDA

#### SHORT TERM NOTICE INVITING TENDER

#### <u>FOR</u>

#### HIRING OF ONE, 320KVA D.G. SET ON MONTHLY RENTAL BASIS FOR AO BATHINDA NEW PREMISE

#### TENDER SUBMITTED BY:

NAME OF CONTRACTOR:
ADDRESS:
Contact Details:
GST No
Email ID

Tender ID: SBIAOBTD/ELEC/25-26/01

### All Electrical empaneled vendors under Chandigarh Circle.

#### URGENT WORK: <u>SHORT TERM TENDER FOR HIRING OF ONE, 320KVA D.G. SET</u> <u>ON MONTHLY RENTAL BASIS FOR AO BATHINDA NEW PREMISE</u>

- 1. We forward herewith the short-term Tenders for hiring of one, 320KVA D.G. set on monthly rental basis at AO Bathinda new premises under Chandigarh Circle.
- 2. The Tenders should reach us on or before 11.00 AM on 16.04.2025 and will be opened on the same day at 03.00 PM in presence of those representatives of the firms who wish to participate in the opening of tender. If any change in date of opening the tender, it will be informed accordingly.
- 3. EMD in form of DD for Rs. 40,000/- in favour of "SBI" payable at Bathinda only. No interest will be payable on E.M.D. The EMD must be minimum of Rs. 40,000/-. In case any of the information provided is incomplete and does not find to be satisfactory, the tenderers will not be eligible for participation in tender
- 4. Work will be allotted to L-1 bidder for initial period of three years and further extendable to three more years only. The extension will be provided for three years on yearly basis on satisfactory services. After six years no more extension will be provided and the contract between bank and L-1 bidder will be terminated. However, bank or L-1 bidder can terminate the contract by giving one-month prior notice.
- 5. The tenders without earnest money will be rejected.
- 6. The tender shall remain valid for a period of 90 days from the date of opening.
- 7. Address for tender/EMD submission is "DGM(B&O), SBI, Administrative Office, 4<sup>th</sup> floor, Urban Estate, Ph-2, Model Town Road, Bathinda 151001"

Yours faithfully,

DGM (B&O), AO Bathinda

#### MODE OF SUBMISSION OF TENDER: OFFLINE TENDER

The tender shall be submitted in **two cover system** in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1) **First Envelope marked cover-1** shall contain covering letter, clarification (if any), Notice inviting tender terms & conditions, duly signed and requisite EMD to State Bank of India, DGM(B&O), SBI, Administrative Office, 4<sup>th</sup> floor, Urban Estate, Ph-2, Model Town Road, Bathinda by 16.04.2025.

2) **Second Envelope marked cover-2** shall contain only the copy of priced Bid of rates duly filled and signed After opening of cover 1 and after evaluating the clarifications / conditions, if any, stipulated by the contractors, i.e. if the vendor are qualified, cover 2 containing priced BOQ will be opened offline of those qualified vendors.

#### Opening of Tender:

SBI, Administrative Office, 4<sup>th</sup> floor, Urban Estate, Ph-2, Model Town Road, Bathinda by 16.04.2025, 04:00PM.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

The rates to be quoted are exclusive of GST. GST as appliable will be paid extra to the bidder on submission of invoice.

Yours faithfully,

DGM (B&O), AO Bathinda

#### GENERAL TERMS AND CONDITIONS FOR DG SET HIRING:

- The Hiring charges for DG set (Fixed Charges) should be finalised without including the cost of fuel. The actual cost of the fuel procured for the DG sets may be reimbursed to the Contractor. The diesel consumption charges will be as per the quoted "Diesel consumption litre per hour" as quoted by the bidder in price bid.
- ➢ 5% of Annual Contract value (Annual Hiring Charges) as Retention Money (Performance Guarantee) to be kept with Bank till such time the contract is in force.
- Agreement between bank and Firm/Company/LLP/bidder will come to in force only after receipt of Pollution certificate/NOC from pollution department Bathinda & supporting document for DG set less than three-year-old. Monthly rent payment to the L-1 bidder will only be released after signing of agreement by bank and L-1 bidder.
- If the Firm/Company/LLP/bidder/Tenderer/Tenderers deliberately gives/give wrong information or conceals some facts in his/their tender or creates/create circumstances for the acceptance of his/their tender fraudulently, the Bank reserve the right to reject such tender at any stage, along with forfeiture of earnest money deposit. Tenderers are liable to face the penalty of banning/debarment/blacklisting of business dealings with him by Bank.
- DG sets need to be installed within 15 days of issue of work order. Bank reserve the right to cancel the work order if DG set installation is delayed by Firm/Company/LLP/bidder.
- Firm/Company/LLP/bidder, who have been served show cause notice by the bank due to poor workmanship/delay in execution of work, are not entitled to participate in this tender.

STATUTORY PERMISSIONS AND SAFETY PRECAUTIONS:

(i) The approval/ clearance (as per prevailing guidelines) for the installation of DG sets from Central Pollution Control Board/ State Pollution Control Board/ Local Bodies/ State Electricity Authorities (SEB)/ other Licensing Authorities as required shall be obtained by the supplier/ contractor without requisite approval, vendor's payment will not be released. If pollution certificate is not received within 03 months of issuing work order then bank reserve the rights to cancel the contact by giving one month notice to the firm/contactor/bidder.

ii) The DG set should not be older then three years and GST Invoice/Excise gate pass etc for the same will be produce to the bank.

iii) On receipt of above-mentioned documents, the agreement between L-1 bidder AND bank will be finalised on stamp paper of Rs. 500/- and after signing of agreement the payment will be released to L-1 bidder.

iv) If vendor backout at any stage the EMD will be forfeited.

ELECTRICAL INSTALLATIONS:

(i) The cost of required Earth pits for body and neutral Earthing, main switch, change over switch should be borne by the bank. Onetime cost of required civil work for foundation should be borne by the Bank.

(ii) The cable of required size from DG set to Synchronization / AMF panel and Synchronization / AMF panel to main switch, Calibrated Energy Meter and Running Hours Meter duly sealed should be provided by the contractor who has provided the DG set.

SAMPLE TECHNICAL SPECIFICATION FOR SILENT DIESEL GENERATOR SET

(a) DIESEL ENGINE:

(i) Make: Kirloskar/ Cummins /Greaves / Mahindra / Ashok Leyland/ Mahindra/Eicher

(ii) Multi Cylinders, water Cooled, 1500 RPM, Diesel engine

(b) Alternator specification:

(i) Make: Stamford/Kirloskar/ Kirloskar Electric/Crompton Greaves.

(ii) Capacity:7.5/10/15/ 20/25/ 30 KVA at 0.85 PF, 230 Volts, Single Phase, 50 Hz.

30/ 35/ 40/ 50/ 62.5/75/ 82.5/100/125KVA at 0.85PF415 Volts, 3 Phases, 4 wires, 50 Hz (Single phase DG set up to 25 KVA depending on site conditions, may be hired)

(iii) The regulation from no-load to full load shall not exceed 2.0 %.

(iv)The alternator shall be of brush less type design, self-excited of robust construction. The alternator shall be suitable for continuous rating with ambient temperatures of 40 degrees centigrade. The voltage control shall be through automatic voltage regulator unit (AVR). The AVR unit shall de-excite the alternator in case of short circuit.

(v) It shall withstand 10% overload for one hour every 12-hour duration on operation.

(vi) The alternator shall confirm drip proof constructions per IS: 4722 (At least IP 23).

(c) SOUND PROOF ENCLOSURE:

(i)Noise Level permitted: Wherever acoustic insulation is provided 75 db at 1.0 meter from DG set under free field condition meeting CPCB norms.

(ii)Shall be factory fabricated specially with superior quality acoustic insulation so as to achieve the permissible noise level within the prescribed norms of state/ Central Pollution Control Board.

(iii) The container shall be weather proof housing the D.G. Set, fuel tank. Fresh air will enter from the alternator end. Blowers of adequate capacity will be provided, if necessary, to provide sufficient air for cooling & ensure operating temperature is within prescribed limits specified by engine manufactures.

(iv) Hinged / Sliding door will be provided on either side. Sufficient maintenance access shall be provided in the design of the acoustic enclosure.

(d) AGE OF DIESEL GENERATOR SET: Age of Diesel Generator set at the time of hiring should be less than 3 years old. Invoice/Excise gate pass etc., shall be submitted as a proof of age.

(e) The diesel engine shall be robust heavy-duty construction. It shall deliver the required BHP at the shaft of the coupled alternator to deliver the rated output of required KVA. The speed Governor shall be mechanical auto controlled, adjusting automatically to the desired load conditions.

(f) The Engine shall be fitted with all standard accessories as detailed above. It shall be possible to start the engine from the AMF Panel & locally.

(g) The operation of the DG set shall be on Automatically on Mains Failure with a preset time. The Engine will be shut down automatically on resumption of mains power with a pre-set time delay through AMF Panel.

(h) The DG set shall be mounted on wheels or foundation as required.

#### AUTOMATIC MAINS FAILURE PANEL (to be provided if required):

(i)AMF control panel for auto starting of the DG set shall be fabricated from the MS sheet steel 14 gauge and shall be of compartmental design. The main supporting framework shall be of angle iron or of heavier gauge sheet metal. The panel shall be self-supporting design, dust and vermin proof, dead front and fully interlocked with isolating switches. The panel mounted switches shall have defeat interlocks for testing and inspection.

(ii)The panel shall be designed so as to facilitate inspection, cleaning and repairs. The clearance between phase to phase and phase to earth or metal parts shall be as per relevant IS standards. The metering instruments like voltmeter, ammeter, etc. shall be flush mounted and shall be of 1.0 class accuracy and of standard design size shall be 96 mm x 96. All indication lamps shall be of neon type / digital. The Panel shall be tested at site before commissioning.

(iii)All wiring inside the panel shall be done with copper conductors / cables/solid copper links. All the hinge doors shall be earthed. Adequate ventilation for the panel shall be provided. Logic diagram of operation of switches shall be painted on the panel. The name plates for each feeder shall be of engraved design and pasted to the respective switch gear.

a)Type: Cubical, front operated with detachable cable gland plates at top and bottom.

b) Enclosure : 14G CRCA suitably rust inhibited with powder coated with 7 tank treatment process and provided with square section rubber gaskets IP52 enclosure.

c) Mounting : Floor /Wall mounted with supporting legs or blank panel.

d) Circuit breakers : Double Breaker for DG set and Mains isolation.

e) Instrument panel fitted with: AC Voltmeter (0-600V) Voltmeter Selector switch.

AC-Ammeter of suitable range, Ammeter selector switch.

KWH Meter, Frequency Meter. Running Hour Meter

(iv) Indicating lamps for :Load on Mains.

Load on Generator

Set fails to start

Low Lubricating oil Pressure

High water temperature / High water temperature.

(v) Sets of Push Buttons for :Generator start / stop

Emergency trip

Auto Hooter

Auto / Manual /Test / Selector switch

Generator ON / OFF - Manually.

Mains On / OFF - Manually

(vi) Battery charger static, comprising of: Transformer

Rectifier

Trickle / Boost auto.

DC Ammeter

Mains Voltage Monitor

AMF Logic with three attempt starting facility

(vii) Protection:

Over Voltage, under voltage, over load

Short circuit, over speed.

(viii) The operation of the AMF panel shall be as follows:

In the event of mains failure or failure of any one phase of incoming mains voltage / frequency beyond the specified limits, signal will be given to start the generator set after a pre-set time. On firing of DG Set and built up of voltage which if within the specified limits of voltage & frequency, the output breaker / contractor shall be energized and

power connected. Thus, the AMF panel shall continuously monitor the quality of the incoming power and outgoing power of DG Set.

Once the Mains power resumes/ stabilized within the set limits, the AMF panel shall trip the DG Set after disconnection of the DG output with the present time.

The AMF panel shall have facility to operate the set under test, Auto, Manual mode.

Note:- 1. A bypass switch for AMF panel should also be provided so it can be used in case of malfunction of AMF panel, (condition applicable when AMF panel used)

## 2. L-1 vendor has to connect/operationalise the existing synchronization panel by connecting existing 250KVA and to be provided 320KVA DG set. And no extra cost for the said task will be paid by the bank.

SAMPLE GENERAL TERMS AND CONDITIONS FOR DG SET HIRING:

1. Operating time of Diesel Generator set shall be from 9 AM to 8.00 PM, wherever manual operation is required, qualified operator(s) shall be provided by the contractor including on Sundays and holidays.

2. Operation also includes topping of fuel, changeover operations etc., Wherever Auto Main Failure (AMF) is provided, the contractor to monitor on regular basis, the fuel level, topping if required and provide an operator in case of AMF failure. No additional charges will be paid for the same.

3. No additional rent or operator charges will be paid for operation on any holidays and weekends, if required.

4. Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and shall indemnify the Bank.

5. The Contractor will comply with all the applicable labour laws, rules and regulations relating to P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

6. The Contractor shall be responsible for proper maintenance of Registers, log books etc. as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under.

7. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.

8. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The Insurance for the workmen shall be arranged by the contractor and ensure that the operator shall be well mannered and properly dressed with shoes etc.

9. The Contractor shall obtain adequate insurance policy / policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc.

10. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty etc. for agreement and/or any other documents/agreements, which are required to be executed.

11. All necessary tools like clamp meter, drilling machines and pliers and other essential tools for effective maintenance of the Diesel Generator equipments shall be provided by the contractor.

12. Contractor shall arrange for comprehensive maintenance of their Diesel Generator set as prescribed by the supplier for reducing the breakdowns to the minimum and for uninterrupted operation of Diesel Generator set.

13. All the maintenance expenses including replacement of spares for the Diesel Generator set along with periodic replacement of lube oil shall be borne by the contractor.

14. The Contractor /owner of the Diesel Generator set has to arrange at their own cost all necessary approval from Government of AP / APPCB or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective sites.

15. The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge / Engineer.

16. Owner / Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location.

17. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set.

18. Owner / Contractor of the Diesel Generator set has to maintain a log book at the site to record the following :

- i) Hour meter reading.
- ii) Time for which the generator was operational (generator off and on timings).
- iii) No. of Units Generated through DG Set
- iv) Consumption of diesel.

The log book shall be submitted to the officer-in charge as and when called upon by the Officer-in charge.

19. The generator downtime shall be kept to all care shall be taken so that the downtime of DG Set is kept minimum. During the currency of the Contract, Maximum permissible frequency of failures in a month:

- (a) Once for approximately one hour
- (b) Four times for approximately half hour

In case of major break downs; standby arrangement shall be made within 24 hours from the time of breakdown. In case of poor performance/ non-performance of DG set taken on hire, the penalty (twice hiring charges) per day may be deducted from the hiring charges for the month.

20. EMD amount & 5 % of annual contract value shall be kept as retention money (Performance Guaranty) during the contract period, which will be forfeited in case of poor performance or non-performance. Any of the deliverables not being delivered for more than 2 days in a quarter would mean "poor performance". The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises.

21. Self start Battery condition shall be well maintained for trouble free operation.

22. In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk.

23. As per the prevailing guidelines of the State/ Central Govt. (e.g. Pollution Control Board, Electrical Inspector and Power Distribution Company etc). The permission for installations of DG sets should be obtained and kept with the Bank. The statutory fees shall be paid by the Bank but the arrangement and liaisoning with the concerned Govt. Departments shall be under the scope of the Contractor. Wherever applicable, the Electricity tax for Generation of Energy based on number of Units Generated, should be paid to the Concerned Energy Deptt. / Electrical Inspectorate, Electrical safety Deptt.

24. LOCAL REGULATIONS, BYE-LAWS, IER, ETC.:

The approval / clearance for installation of DG Set from Central Pollution Control Board/ State Pollution Control Board / Local Bodies/ State Electricity Board/ other Licensing Authorities as required will be obtained by the supplier/ contractor. The Diesel Generator installation is generally governed by the following regulations:

a) Indian Electricity Rules 1910

- b) Local Regulations
- c) Pollution control rules (State /Union Govt. Rules)
- d) Electricity board (State / Union Govt. Rules)

The supplier shall be responsible for preparation of all applications, submission of applications, follow-up, inspection and obtaining & delivering NOC from various authorities concerned. The payment of demand notices of the various statutory bodies shall be made by the State Bank of India. The original payment receipt shall be logged with State Bank of India.

State Bank of India, will only affix signatures and furnish fees to be paid for local authorities' inspection, etc. It must be clearly understood that the installation will not be taken over by State Bank of India even after commissioning unless approval/ clearance from concerned authorities are furnished.

25. The Hire charges quoted shall be inclusive of all taxes including service tax, duties, operator charges, night duty allowances, Overtime charges etc. Bank will pay the hiring charges at monthly intervals.

26. The initial period of contract is for 3 years period and renewable for further period of maximum 3 years, subject to satisfactory services.

27. Bank reserves the right to terminate the contract with one-month prior notice.

28. Penalty: - A penalty @ 0.5% per week subject to a maximum of 5% of the work order value shall be levied for delay in supply and completion of the work attributable to DG Set supplier. The penalty clause for delay in DG Set delivery shall be applicable after 15 days from the date of supply order.

29. Maintenance during defect liability period: The DG Set shall be maintained during defect liability period of one year. All failed part or parts exhibiting unusual wear and tear during guarantee period shall be replaced without any cost to the owner and such replacement shall be factory approved, new, equal or better than original. All labour, tools, materials, transportation etc required in performance of guarantee works shall be at the contactor's expense the rate also includes all consumables except fuel oil. Routine preventive maintenance shall be carried out and DG Set history card giving full details of equipment and frequency of checks and overhaul to be submitted to the Bank. Vendors also required to give monthly status report.

30. Comprehensive Annual Maintenance Contract (CAMC): Offer includes an item of post guarantee comprehensive maintenance contract for entire installed system, including AMF panel maintenance. AMC Charges shall include DG Set and other equipments supplied by the vendor. The detail activities under will be same as mentioned in this tender. CAMC charges for all the ratings of DG sets are to be quoted by the respective Principles on their letter head, duly signed. This will form part of their price bid to be submitted by the OEMs/. The bidding OEM shall not be permitted to quote the CAMC rates lower than the rates given by the Principle. Any deviation shall result in disqualification of the bid of such OEM. Principles shall give an undertaking in writing that the CAMC shall be undertaken by them as per quoted rates. Consumables

such as lub. oil, filters etc required for maintenance, during CAMC must be supplied by the vendor and the cost shall be included in the rates quoted by them.

31. TESTING: - The DG Set shall be tested individually by the vendor at their site. In case vendor do not have the in-house testing facilities / expertise, then the same shall be carried out by any authorised agency at vendor's site or at the supply point. In either case satisfactory test report shall be submitted along with the bill. The quoted price of the DG Sets shall be inclusive of testing charges. No payments shall be released unless the satisfactorily test certificates are produced. All the tests given in the specifications shall be carried out and brought out in the test certificates.

The bank reserves its right to witness all of the testing arranged at vendors work place or at site after installation at the cost of the DG Sets vendor who will be required to arrange for all requisite variacs, meters, load or any other equipment's required for onsite testing etc. and test shall be carried out by vendor or other institutions mentioned above in the presence of the Electrical Engineer or as directed by the Bank and test certificates obtained as aforesaid.

#### 32. SHOP DRAWINGS:

The supplier shall prepare and submit to the Bank's Engineer for his approval, detailed shop drawings depicting the general arrangement of DG Sets, its accessories, fuel tank, fuel oil piping, pumps, control panel, exhaust piping, chimney / Scrubber unit, Acoustic container, etc. Within 7 days of award of work. The supplier shall also furnish the detailed foundations drawing for DG Sets.

#### 33. COMPLETION DRAWINGS:

On successful completion of the installation and before issuance of certificate of virtual completion, the supplier shall prepare and submit to the Bank "As built" completion drawings of the entire installation. The completion drawings shall include:-

- a. Layout of DG Set & accessories.
- b. Exhaust piping arrangement / Decarbonisation unit.
- c. Fuel oil tank & piping.
- c. Electrical schematic, control schematic, cable layout, panel GA drawings, etc.
- d. Acoustic container.

34. One set of pamphlets and operations and instructions manual shall be submitted to the branch and our office. Duly laminated instruction for smooth running of the DG Set in the form of DO's and DONT's shall be attached to the front of the Control Panel, else a suitable amount shall be deducted from the vendor's bill as per the decision of the bank.

35. List of service centres to be furnished by the Principles on their letter head clearly mentioning that they have service centres for Engine and DG sets in the address of supply. Outsourcing of after sales service by OEM is not permitted and such bids shall not be accepted. OEM whose Principles do not have their own authorised service centres in the nearby area of installation shall not be allowed to participate in the tender.

36. The agency shall train the authorized person of the branch in the operations and Minor trouble shooting of the DG Sets. The agency shall send their authorized representative for site meetings arranged by the Bank even at a short notice.

37. Service calls should be attended within 12 hours. Also, details shall be entered in the Bank's log-book at the Branch by the service personal then and there.

38. During the currency of the Contract, all care shall be taken so that the downtime of DG Set is kept minimum. Maximum permissible frequency of failures in a month:

a. Once for approximately one hour

b. Four times for approximately half hour 5% (Five Percent) of contract amount for purchase & EMD shall be kept as retention money (Performance Guaranty) for one year, which will be forfeited in case of poor performance or non-performance. Any of the deliverables not being delivered for more than 2 days in a quarter would mean "poor performance".

39. Quantities contained in the schedule are only indicative and approximate. The work as actually done will be measured up and paid as per terms and conditions of the contract.

# 40. Each page of the tender documents should be signed by an authorised person in token of having acquainted/acceptance with the all conditions of contract, specifications, as laid down. Unsigned tenders will be rejected without any reason.

41. The bank reserves its right to place the order on any of the bidder, if the lowest bidder do not have established service centre in any of the Bank's Zone. Vendors have to submit list of own service centre in the area with clear postal address, contact person, phone/fax nos. etc. along with the offer.

42. ARBITRATION: If any dispute or difference whatsoever arises between the Parties out of the contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. However, if the said settlement is not possible, it shall thereafter be referred to the Arbitrator appointed with the consent of both the parties. The venue of the said Arbitration shall be at Bathinda and the provision of the Arbitrator apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties. All disputes are subject to Bathinda Court Jurisdictions only.