

TENDER SPECIFICATION NO: TR – 494

**INSTALLATION OF PLCC EQUIPMENTS AT 132 KV SUB-STATION
AKALTARA AND M/S KVK BIO ENERGY LTD. AKALTARA DIST.-
JANJGIR-CHAMPA ON LABOUR CONTRACT BASIS.**

LAST DATE OF SALE OF TENDER	17.30 Hrs.
LAST DATE OF SUBMISSION OF TENDER	15.00 Hrs.
DATE & TIME OF OPENING OF TENDER (TECHNO-COMMERCIAL)	15:30 Hrs

Cost of tender Document:

- i. Rs 1,120/- (Incl. 12% GST) Purchase from O/o ED (C&LM).**
- ii. Rs 1,180/- (Incl. 18% GST) if downloaded from website.**

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 JANJGIR-CHAMPA ON LABOUR CONTRACT BASIS.**

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CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
(Successor Company of CSEB)

Tender document SL.No.....

ISSUED to M/s -----

Cost of Tender documents Rs.....

Received vide D.D.No.....Dtd.....

Name of Bank -----

Signature & Seal of Issuing Authority

TENDER FORM

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Electricity CSPTCL to test and supply, plant, machinery, materials, deliver and execute and do the several works and things which are described or referred to in the enclosures & Annexure to the specification **TR-494**, copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sum and at the rates set out in schedules annexed here to. It is confirmed that-

- (I) Questionnaire for Commercial terms and conditions.
- (II) Questionnaire for Technical specifications, and
- (III) All other conditions wherever described in the tender documents, have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the CSPTCL will have right to take the same to be advantageous for the CSPTCL. CSPTCL's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid which may in any way alter the offered prices.

Dated, this day of

Bidder's signature

Name

Address

Company Seal

CIN-U40108CT2003SGC015820

GSTN-22AADCC5773E1ZX

CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED

(A Govt. of Chhattisgarh Undertaking)

OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)

Block-4, Near CSPHCL Dispensary, Dagonia, Raipur (C.G.)

Website: www.cspc.co.in E-Mail- ce.eht@cspc.co.in Phone no. 0771 – 2574221, 2574222 Fax No.2574222

ED/C&LM/Works/TR-494/1119

Raipur, Date: 13.08.2021

NOTICE INVITING TENDER

Sealed tenders are invited for following work on contract basis as detailed hereunder:

Sl No	TR No	Name of work	EMD (Rs)	Cost of tender form (Rs) (Incl. GST)		Date of opening
				Printed tender form	Downloaded from website	
1	TR-494	Installation of PLCC Equipments at 132 KV Sub-station Akaltara and M/s KVK Bio Energy Ltd. Akaltara Dist.-Janjgir-Champa on labour contract basis	5,000/-	1,120/-	1,180/-	03.09.2021

- Note: (i) in case any of the above date is declared as holiday then the particular date will automatically get shifted to next working day.
(ii) **Any notice for extension of due date of tender opening shall not be published in newspapers. It will be displayed only on official website of the company.**

TERMS AND CONDITIONS:-

- (i) The tender specification can be purchased from the office of ED (C&LM), CSPTCL, Raipur till one day before the date of opening on any working day on payment of **Rs. 1,120.00 (Including GST) (non refundable)** in the form of DD in favour of Manager, (RAO-HQ), CSPTCL, Raipur (C.G.), payable at Raipur CG accompanied with firms application on its letter head. If tender document is required by post then additional Rs. 200/- is to be paid along with cost of document. CSPTCL shall not be responsible for any postal delay regarding receipt/ non-receipt of tender documents. The tender document can also be down loaded from official website of CSPTCL (www.cseb.gov.in/csptcl) and required tender fee **Rs.1,180.00 (Including GST) (nonrefundable)** in form of DD in favour of Manager (RAO: HQ), CSPTCL, Raipur (C.G.) payable at Raipur (C.G.) in envelope-I containing EMD should also be submitted. The details of DD be mentioned on the outer side of the envelope-I also. **Please note carefully in absence of aforesaid requisite tender fee in envelope-I, further bids shall not be considered for opening. The bidders who download the documents are requested to remain in contact with this office for any development in the tender.**
- (ii) The tenders, duly filled, shall be accepted up to 15:00 Hrs. on the due date. The techno-commercial bids shall be opened at 15:30 Hrs on the due date. CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

-sd-

EXECUTIVE DIRECTOR (C&LM)
CSPTCL–RAIPUR

INSTRUCTION TO THE BIDDERS

Sealed tenders are invited from experienced eligible Bidders for Installation of PLCC Equipments at 132 KV Sub-station Akaltara and M/s KVK Bio Energy Ltd. Akaltara Dist.-Janjgir-Champa on labour contract basis detailed as below:

Tender specification No.	:	TR-494
Due date of opening of Tender	: at 15:30 Hrs.
Cost of Tender Documents	:	i) Rs. 1,120/- (Incl. 12% GST) Purchase from O/o ED (C&LM) ii) Rs. 1,180/- (Incl. 18% GST) if downloaded from website
Earnest money	:	Rs. 5,000/- (accepted in the form of DD, in favour of Manager, (RAO-HQ), CSPTCL Raipur and the EMD will be returned after the finalization of tender.
Departmental stores & Distribution of material	:	All the material will be supplied to the contractor by CSPTCL from departmental store located at Sub-Station site.
Completion Period	:	3 months (including rainy season) from the date of handing over of site.
Cost of material for the Purpose of Insurance	:	Approx. Rs. 30.74 Lacs

Note :

- 1.In case due date of tender opening is declared as holiday then the particular date will automatically get shifted to next working day.
- 2.The tender specification duly signed with seal in each page must be submitted with techno-commercial bid.

SECTION-I

1. SCOPE OF WORK

The Installation of PLCC Equipments at 132 KV Sub-station Akaltara and M/s KVK Bio Energy Ltd. Akaltara Dist.-Janjgir-Champa on labour contract basis includes un-loading, shifting & erection of all indoor & outdoor structure / equipments / panels, earthing, stringing, cable laying and all other associated works. All the materials will be supplied by the CSPTCL.

The civil works (construction of foundation) are not included in the scope of above works.

2. PRE-BID QUALIFICATIONS/ REQUIREMENTS:-

(A) PROJECT CAPABILITY:

Only sole bidder shall be eligible to participate in tender. No consortium/Joint Venture will be accepted.

The bidder should have executed as the sole bidder / any other partner of Joint Venture at least one work of construction activities of the EHV lines/ Substation namely:

- a. stub setting
- b. tower erection
- c. stringing
- d. bay work of EHV Sub-Stations
- e. the work of installation / erection / ETC of power transformer, equipment or structure in EHV Substation

in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.

OR

The bidder should have worked as a Sub-contractor of the main contractor of turnkey projects in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India for the above mentioned work. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.

OR

The bidder should have retired Electrical Engineer with minimum 5 years of field experience in the capacity not below an Executive Engineer in Transmission Wing, of the Electricity Company/Transco/PSU as partner or proprietor.

The following document must be submitted against PQR (i):

Particular	Document to be submitted
(i) Only sole bidder shall be eligible to participate in tender. No consortium/Joint Venture will be accepted. The bidder should have executed as the sole bidder / any other partner of Joint Venture at least one work of construction activities of the EHV lines/ S/s namely a. stub setting b. tower erection	Documentary proof of completing any of the above work by authentic authority regarding work of construction activities of the EHV lines / Sub-station in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India.

c. stringing d. bay work of EHV Sub-Stations, equipment /structure erection, e. the work of installation / erection / ETC of power transformer, equipment or structure in EHV Substation in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.	
should have worked as a Sub-contractor of the main contractor of turnkey projects in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India for the above mentioned work. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.	Documentary proof from the main contractor of turnkey project in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India authorizing the contractor / firm as a sub-contractor and proof of completing the work may be attached.
The bidder should have retired Electrical Engineer with minimum 5 years of field experience in the capacity not below an Executive Engineer in Transmission Wing, of the Electricity Company/Transco/PSU as partner or proprietor.	1.Required experience certificate in electrical engineering from the Electricity Company/Transco/PSU & 2. document of partnership or proprietorship with retired person.

- (B) Net Worth of the bidder for each of the last 3 Financial Years i.e. 2017-18, 2018-19 & 2019-20 out of submitted balance sheets as per clause (C) below should be positive. The bidder should be in existence for at least 3 financial years.
In case of the bidder for whom audit of annual accounts is not required, a self-declaration & CA certificate to that effect and CA certificate for net worth of each year is required.
Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
- (C) The Bidder must have Minimum Average Annual Turnover (MAAT) for best 3 years out of last 5 years i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20 equal to Rs. 1,50,000.00 (Rs. One Lac Fifty Thousand only). Self-attested copies of the audited balance sheet and profit & loss account for the last five years should be furnished in support, duly verified by chartered accountant of the firm. For calculation of turn over, other income indicated in balance sheet shall not be taken into account.
In case of the bidder for whom audit of annual accounts is not required, a self-declaration & CA certificate to that effect and CA certificate for annual turnover of each year is required.
- (D) The contractor should have valid A-Class Electrical License issued by competent authority of C.G. Govt. & it should be submitted along with the offer or an undertaking may be furnished to this affect that they will obtain and submit the

license within one month from the date of order in respect of the said work, failing which order is liable for rejection without notice and punitive action as per tender clause No. 18 of section –II may be initiated against the contractor.

- (E) Bidder should have EPF Code Number allotted by EPF Commissioner along with the offer or should submit an undertaking that they will obtain and submit the EPF Code Number within one month from the date of order in respect of the said work; otherwise order is liable for rejection without notice.
- (F) The contractor should have valid labour License issued by competent authority of C.G Govt. along with the offer or should submit an undertaking that they will obtain and submit the license within one month from the date of order in respect of said work; otherwise order is liable for rejection without notice.

The above qualification is required for the sole bidder. Formation of consortium for meeting the price bid, qualifying requirement, scope of work as mentioned above shall not be valid.

It will be the sole responsibility of the sole bidder to make sure that all the documents required as per tender are submitted along with bid on or before due date of tender. The bid submission date is cut-off date for submission of all the documents required as per tender and every bidder must adhere to this dead line.

However, if any short coming is observed during scrutiny of TC bid, CSPTCL reserves the right to seek required clarifications / documents from bidder by giving them only one chance to submit required documents / clarifications / confirmation within specified time limit.

3. EMD

- (i) The bidder will submit EMD amounting Rs. 5,000/- (Rupees Five Thousand Only) in the form of DD in favour of Manager, (RAO-HQ), CSPTCL Raipur.
- (ii) No interest will be paid on EMD amount, which will be returned to bidders after finalization of tender.
- (iii) Tender not accompanied by Earnest Money shall be disqualified.

4. SUBMISSION OF TENDER

Sealed Tenders are invited on three part basis, One envelope containing the E.M.D. clearly super-scribed “Earnest money” on Top. **In case, the tender has been downloaded from CSPTCL’s official website, the cost of tender document in the form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur be submitted along with the tender in EMD envelope. In absence of same, the tender shall not be opened.** The bidders who download the documents are requested to remain in contact with this office for any development in the tender.

Second envelope should contain the tender form with (Techno-commercial details and other documents) along with integrity pact and a copy of un-priced / un-filled price schedule.

Third envelope should contain the price bid clearly super -scribed “PRICE BID FOR THE WORK.....” on Top. All the three envelopes shall be kept in one sealed envelope addressed to the Executive Director (C&LM), CSPTCL, Raipur with the name of work, tender specification number, due date of tender, amount & mode of E.M.D. and name of the bidder super-scribed on the cover. The offer should

be dropped in tender box, kept in the office of ED (C&LM) CSPTCL, Dangania, Raipur (CG).

5. OPENING OF BID

Tenders will be opened in the office of ED (C&LM), CSPTCL, Dangania, Raipur (CG) 492013, in the presence of participant bidders or their authorized representatives (limited to two persons only with a valid authorization from their employer). The Bidders/ their representative shall sign a register / sheet in evidencing their attendance.

The offer shall be opened in the following manner:-

Part – I Envelope –I Earnest money

Part – II Envelope –II Qualifying Requirement &Techno Commercial Bid

Part – III Envelope –III Price Bid

All the above 3 No envelopes will be kept in a large forth envelop as given in clause 4 above.

6. At the time of opening of the Part-I and Part-II i.e Earnest money & Qualifying Requirement, Techno Commercial Bid of the offer, shall be opened on due date as indicated in tender notice in chronological order. If the earnest money and cost of tender form are found satisfactory, then the qualification requirement and techno-commercial bid shall be opened. All the relevant details will be read out. Price bid of successful Techno- commercial bidders would be opened at a later date with due information to the qualifying bidders.

7. PRICE BID

The bidder must quote their Prices in the Performa given in the Schedule I of the tender. Bidders must quote their prices in accordance to the specifications and conditions. Any deviation from the above shall be considered as an alternate bid. The bids will be evaluated based on the main offer only.

Over-writing, erasures and other changes shall bear the dated initial of the person signing the tender.

In the event of discrepancy or arithmetical error in the schedule of price, the unit price shall prevail and the total price shall be accordingly corrected by the CSPTCL. The above arithmetical correction shall be accepted but the decision of CSPTCL shall be final and binding on the bidder. Any offer/figure is incomplete/ambiguous the CSPTCL will have right to take the same to be advantageous for the CSPTCL. CSPTCL's decision in this regard will be final.

For evaluation the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.

The quoted price should be kept valid for the contractual period or completion of the line which ever is later. Bidders are requested to **quote FIRM price inclusive of all taxes & duties except GST. While quoting prices bidders should consider benefit of Input Tax Credit (ITC) available under GST Act and passing same to CSPTCL.**

All columns shall be completely filled up properly and neatly.

The tenders should be kept valid for a period of 180 days from the date of opening of the tenders as notified in the tender notice. In case of extension in due date of

opening, the validity period shall be counted from extended due date on which TC bid has been opened.

8. EVALUATION OF BIDS: -

The evaluation of bids will be done by comparing the total of prices of all the items, which are needed for construction, and final commissioning of the bay.

The loading of the items for which the prices are not quoted by bidders, in such cases the loading will be done at highest price quoted among the bidders. But the orders will be placed at the lowest price offered among the bidders.

The CSPTCL reserves the right to reject the lowest or any other tenders or all tenders without assigning any reason, whatsoever, if it is considered expedient in the overall interest of CSPTCL.

The CSPTCL's decision in such matter shall be final.

9. NON RESPONSIVE BID

CSPTCL reserves the right to reject any bid, which is:

- (a) Not accompanied by the Earnest Money as specified above.
- (b) Not received by the due date and time specified.
- (c) In variance with specified terms and conditions.
- (d) If at any time, it is found that a material misrepresentation of the fact is made or uncovered.
- (e) The bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his bid.
- (f) If the bidder fails to super scribe on the envelope containing the bid, the details of Earnest Money deposited by him, the company shall not accept any responsibility and the offers received shall be rejected and shall be returned to the bidders.

- 10.** The Bidder shall be deemed to have carefully examined the general conditions of specification, schedules and drawings before submitting the tender. In case of any doubt regarding meaning of any clause of the specification, the bidder may ask for clarification in writing before the schedule date of opening of tender so that doubt may be removed.

11. COMPLETION PERIOD: -

The Installation of PLCC Equipments at 132 KV Sub-station Akaltara and M/s KVK Bio Energy Ltd. Akaltara Dist.-Janjgir-Champa should be completed within 03 (three) months (including rainy season) from the date of handing over of site. The contractor shall ensure to complete the work within aforesaid stipulated period.

12. INTEGRITY PACT: -

The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule VIII on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 2 years or the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is

later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing.

13. GST No. :

The bidder shall have GST (Goods & Service tax) registration Number and the documentary proof of the same shall be submitted along with the techno-commercial bid. **The letter head of the firm should invariably consisting the GST No. at the top of it.**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

1. CONTRACTOR:

The contractor shall be deemed to have carefully examined the general conditions of specification, schedules and drawings. If he shall have any doubt as to the meaning of any portion of these general conditions or of the specification, he shall before signing the contract set forth the particulars thereof, and submit them to the Engineer in writing, so that doubt may be removed.

2. DEFINITION OF TERMS:

In writing these General Condition of Contract, the specification and bill of quantity, the following words shall have the meaning hereby indicated, unless there is something in the subject matter content inconsistent with the subject.

CSPTCL shall mean the Chhattisgarh State Power Transmission Company Limited represented through the Executive Director (C&LM).

“The Engineer In Charge” shall mean the Engineer or Engineers authorized by the Executive Director (C&LM) for the purpose of this contract.

“CSPTCL Engineer” shall mean an Engineering person or personnel authorized by the CSPTCL to supervise and inspect the erection of the bay work.

“The Contractor” shall mean the successful bidder awarded with the contract or their successors and permitted assigns.

“Contract Price” shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price.

“General Conditions” shall mean these General Conditions of Contract.

“Specification” shall mean the specification annexed to these General Conditions of Contract and shall include the Schedules and drawings attached thereto or issued to the contract as well as all samples and patterns, if any.

“Plant” shall mean the bay / substation being constructed under this tender.

3. CONTRACT DOCUMENT:

The term “Contract” shall mean and include the General Conditions, specifications, Annexure, drawings, work orders issued against the contract Annexure of price or the final general conditions, any special conditions applying to the particular contract specification and drawings and agreement to be entered into. Terms and conditions not here in defined shall have the same meaning as assigned to them in the Indian Contract Act falling that in the M.P. / C.G. Act.

4. CONTRACT DRAWINGS:

The contractor is required to construct the bay as per drawings supplied by CSPTCL to the successful contractor in confirmatory to relevant IE Rules.

5. REGULATION OF LOCAL AUTHORITIES:

The CSPTCL shall, through out the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way leaves, approvals and permission required in connection with the regulations and bye-laws of the local or other authority which shall be applicable to the works,

However, the contractor shall obtain all the necessary licenses/permissions as per central/state/local statutory bodies at his cost.

All works shall be executed in accordance with the Indian Electricity Rules, 1956, and any statutory modifications thereof, wherever they are applicable, unless otherwise agreed to in writing by the Engineer.

6. ELECTRICAL INSPECTOR FEE

All Pre-Commissioning test on the bay shall be carried out by the contractor after receipt of clearance from the site engineer for which all the material required shall be supplied by the CSPTCL. Payment of statutory Electrical Inspector fee and filing of paper of such inspection shall be born and made by the CSPTCL. Necessary permission from Chief Electrical Inspector shall be arranged by the CSPTCL before charging/taken over of the work.

7. MANNER OF EXECUTION:

Erection of the bay work shall be carried out in an approved manner as outlined in the technical specification or where not outlined in accordance with latest relevant **Indian Standard Specification**, to the reasonable satisfaction of the Engineer.

The contractor shall within 15 days from date of order submit a detailed program for the execution of work for his consent to the Engineer. The contractor shall whenever required by the Engineer also provide in writing for his information if general description of the arrangements and methods which the contractor proposes to adopt for the execution of the work.

If at any time it should appear to the Engineer that the actual progress of works does not conform to the program to which consent has been given the contractor shall produce at the request of the Engineer a revised program showing the modifications to such program necessary to ensure completion of the works within the time of completion.

8. VARIATION, ADDITIONS & OMISSIONS:

The CSPTCL shall have the right to alter, amend, omit, or otherwise vary the quantum of erection work, by notice in writing to the contractor. The contractor shall carry out such variation in accordance with the rates specified in the contract so far as they may apply and where such rates are not available; those will be mutually agreed between the CSPTCL and the contractor.

9. INSPECTION DURING ERECTION:

The Engineer- in- Charge or his authorized representative (s) shall be entitled at all reasonable times to inspect and supervise and test during execution of work. Such inspection will not relieve the contractor from their obligations under this contract.

10. ACCESS TO SITE AND WORK ON SITE:-

Suitable access to the site shall be afforded to the contractor by the CSPTCL in reasonable time. The day to day minor problem like free access to the site and other local problems would be solved by the contractor at his own cost. However, the CSPTCL would extend necessary cooperation/assistance in this respect.

In the execution of the work no persons other than the contractor, or his duly appointed representative, sub-contractors and workman shall be allowed to do work on the site, except by the Special permission, in writing of the Engineer of his

representative, but access to the works at all times shall be accorded to the Engineer and his representative, and other authorized official or representatives of the CSPTCL. Nevertheless, the contractor shall permit the execution of the work by other contractors or tradesman whose name shall have been previously communicated in writing to the contractor by the Engineer, and afford them every facility for the execution of their several works simultaneously with his own. The contractor shall provide all the skilled and unskilled labour necessary for the erection of work included in the contract.

11. ENGINEER'S SUPERVISION:-

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer. If supervision of erection or complete erection be included, the contractor shall be responsible for the correctness of the position, levels, and dimensions of the works according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.

12. ENGINEER'S DECISIONS:-

In respect of all matters which are left to the decision of the Engineer, including the granting of or withholding of certificates, the Engineer shall, if required so to do by the contractor given in writing a decision thereon, and his reasons for such decision. All decisions of the Engineer shall be subject to the right of arbitration reserved by these general conditions.

13. CONTRACT AGREEMENT AND SECURITY DEPOSIT:

13.01 The successful contractor shall have to enter into an agreement with the CSPTCL in the approved contract agreement form on a non-judicial stamp worth Rs. 300/-+ revenue stamp of 1/-Rupees within 15 days of the receipt of the work orders for due performance and observance of terms and condition of contract , failing which the contract may be cancelled.

13.02 The successful bidder will be required to deposit 10% amount of the contract price as security deposit. An amount equal to that of 10% of the total value of the order initially placed, in the form of FDR pledged in favour of Manager RAO-HQ, CSPTCL, Raipur payable at Raipur **OR** a bank guarantee issued from a nationalized / scheduled bank of the value of the order as a contract security in the prescribed proforma of CSPTCL.

The bank guarantee shall be submitted on stamp paper worth Rs.250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act and shall be kept valid for a period exceeding the scheduled completion date by two months with claim period of further six months. In the event of extension of completion date, the validity of the bank guarantee shall be suitably extended on stamp paper worth Rs. 250/- or as per the prevailing legal requirements / any other amount as per the C.G. State Stamp Duty Act in the prescribed form of CSPTCL.

13.03 No interest shall be paid by CSPTCL on the security deposit.

In case of non-fulfilment of contractual obligations by the contractor the earnest money / security deposit shall be forfeited.

13.04 The security deposit shall be released only on successful completion of work and after issue of 'No dues certificate' by OIC of the awarded work.

14. ENGAGEMENT OF WORKERS BY CONTRACTOR:-

- a) The contractor shall at his own expense provide or arrange for the provision of footwear for labour doing cement mixing work which the contractor has undertaken to execute under this contract to the satisfaction of Engineer-in-charge.
- b) When ever demanded by the Engineer-in-charge the contractor shall submit a true statement showing:-
 - 1. Number of Labour employed by him on the work
 - 2. Their working hours
 - 3. The wages paid to them, and
 - 4. The accidents that occurred during the working period of which information required stating the circumstances under which they occurred and the extent of damage and injury caused to them. The contractor should intimate all concerned about any accident & take immediate actions as governed by Rules.
Failure to supply such information or supplying materially incorrect statements may amount to breach of contract. The decision of the Engineer-in-charge shall be determining whether a breach has taken place.
- c) In respect of all laborers directly employed in the works of the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of Health and Sanitary arrangement of the workers employed by the contractors.

15. CONTRACTOR'S REPRESENTATIVE AND WORKMEN:-

The contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor, to supervise, the erection of the bay and the carrying out of the work. The said representative, of if more than one shall be employed, then one of such representatives, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have been communicated in writing to the contractor shall be deemed to have been given to the contractor the Engineer shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the contractor shall remove the person so objected to upon the receipt from the Engineer of notice in writing requiring him so to do and shall provide in his place a competent representative at the contractor's expense.

16. EXTENSION ORDER :

The extension order up to 50% of the total quantity / value may be placed on the same price, rates, terms & conditions.

17. RESPONSIBILITY OF CONTRACTOR:-

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specification / order. Deviations, if any, from the approved/specified conditions shall be brought to the notice of ED (C&LM) CSPTCL, Dangania, Raipur (CG) 492013 through the site Engineer, before taking up the work and his decision shall be final and communicated through site Engineer.

If at a later date, it is found that the contractor has carried out some work, not according to the specifications, and without taking specific approval, then in that case, all the payments made to the contractor for carrying out such works shall be recovered and the contractor will have to rectify the same at the rate indicated in the order for carrying out such works without extension of time.

18. CONTRACTORS DEFAULT LIABILITIES :

The CSPTCL may upon written notice of default to the contractor terminate the contract in circumstances detailed here under:-

(I) If, in the judgement of CSPTCL, the contractor fails to

(i) complete the contractual formalities within the time specified in the contact agreement or within the period for which extension has been granted by CSPTCL to the contractor.

(ii) comply with nay of the provisions of this contract.

In such case (s) CSPTCL under the provisions of this contract shall take one or more of the following penal actions:-

(a) Terminate the contract.

(b) Forfeiture of EMD and/or Security deposit, if available.

(c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.

(d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

(II) In case the contractor fails to commence the work within the reasonable period as decided by CSPTCL or fails to complete the works within the contractual completion period or the progress is not commensurate with the time period provided for completion of entire substation or within a period for which extension has been granted by CSPTCL, one or more of following penal actions may be taken by CSPTCL against the contractor.

(a) Terminate the contract.

(b) Forfeiture of security deposit, if available.

(c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.

(d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

(e) The payment of pending RA bills of the instant contract shall be withheld.

(f) The payment of pending RA bills of the other running contracts shall also be withheld.

(III) In case the work included in the tender is not completed in accordance to relevant clause of the tender “completion of work” and CSPTCL does not terminate the contract, the contractor shall continue to execute the work, in which case he shall liable to CSPTCL for deduction of liquidated damages for delay as per relevant clause of this contract until the project is completed.

19. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE:

If any loss or damage happens to the work or any part thereof or materials/plant/equipments for incorporation therein during the period for which the

contractor is responsible for the case thereof or from any cause for whatsoever, the contractor shall at his own cost rectify / replace such loss or damage, so that the permanent work conforms in every respect with the provision of the contract to the work / equipment occasioned by him in course of any operation carried out by him during performing the contract.

20. NON-ASSIGNMENTS:

The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of CSPTCL.

21. CERTIFICATES NOT TO AFFECT RIGHTS OF CSPTCL:

The issuance of any certificate by CSPTCL or any extension of time granted by CSPTCL shall not prejudice the rights of CSPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

22. REJECTION OF WORKS:

In the event of any of the work done by the contractor is found defective workmanship or otherwise not in conformity with the requirement of this contract specification, the CSPTCL shall either reject the work or request the contractor to rectify the same. The contractor on receipt of such notices shall rectify the work free of cost. If the contractor fails to do so the CSPTCL may:

- a) As its option replace or rectify such defective materials and/or works and recover the extra cost so involved from the contractor plus fifteen percent from the contractor and/or terminate the contract for balance work/supplies with enforcement of penalty as per contract.
- b) Defective workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The contractor shall be liable for any loss / damage occurred to the CSPTCL.

23. PROGRAMME CHART AND PROGRESS REPORT:

The time and date of completion of the work as stipulated in the relevant clause and accepted by the bidder shall be deemed to be essence of the contract. The contractor shall organize his resources and perform his work so as to complete it not later than the date agreed to. The time for completion of the works contracted for shall be reckoned from the date of handing over of site.

The contractor shall submit a detailed Bar Chart calendar date and month-wise for completion of work consisting of adequate number of activities covering various key phases of the works /activities within 30 (thirty) days from the date of the order. Contractor shall discuss the program so submitted with the CSPTCL and the agreed program which may be in the form as submitted or in revised form in bay with outcome of discussion shall be deemed to be a part of the contract.

The above program shall be reviewed periodically and reports shall be submitted by the contractor as directed by the CSPTCL.

During the currency of the contract, the contractor shall furnish the following reports to the Engineer:-

Fortnightly progress report (in prescribed formats for the duration from 1st to 15th and 16th to 30/31st i.e. last date of the month) of the various activities of construction indicating scheduled and actual progress during the fortnight as well as cumulative.

Besides above, a periodical review meeting between contractor and CSPTCL shall be held quarterly to analyze the scheduled and actual progress, targets for the next period and to sort out bottlenecks, if any. The contractor will attend the above meetings along with necessary information in respect of supply and erection activities.

24. FORCE MAJEURE:

The contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of FORCE MAJEURE such as acts of God, acts of public enemy, act of Government, cyclones, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the CSPTCL in writing of the cause of delay. The CSPTCL shall verify the facts and grant such extension as facts justify.

25. EXTENSION OF TIME:

If the completion of construction of bay is delayed due to reason beyond the control of the contractor the contractor shall without delay give notice to the CSPTCL in writing of his claim for an extension of time. The CSPTCL on receipt of such notice may agree to extend the contract date as may be reasonable but without prejudice to other terms and conditions of the contract.

26. PENALTY FOR DELAY IN COMPLETION OF CONTRACT:

If the contractor fails to perform the work within the specified period given in the order or extension granted thereof, with respect of successful completion of testing & commissioning of bay, the Contractor shall pay to CSPTCL as liquidated damages, a sum of half percent (0.5%) of the basic contract price exclusive of GST of work for each calendar week or part thereof of delay on cost of uncompleted portion of the work. If the bay is taken over in un-energised condition due to non-availability of feeding source, then for the purpose of penalty, the date of taking over shall be reckoned as the date of completion of work. The total penalty shall not exceed 5% (five percent) of the total contract price exclusive of GST.

The payment or deduction of such damages shall not relieve the contractor from obligations to complete the works, or from any of other obligations and liability under the contract.

27. GUARANTEE PERIOD:

The work done by the contractor as per the contract specification should be guaranteed for satisfactory operation and against any defect workmanship for a period of 12 (twelve) months from the date on which the bay has been put to service. The above guarantee certificate shall be furnished in triplicate to the CSPTCL for his approval. Any defect noticed during this period should be rectified by the contractor free of cost to CSPTCL upon written notice provided such defects are due

to bad workmanship. The date of delivery of work as used in this clause shall mean the date of taking over the bay by the Engineer, CSPTCL will arrange to charge within one month from the date of completion of work. If bay is taken over in un-energized condition due to non completion of feeding source then guarantee will be for 18 (eighteen) months from the date of taking over or 12(twelve) months from the date of charging of bay whichever is earlier.

28. PERFORMANCE GUARANTEE:

- a) After successful completion of work, the contractor shall provide a Performance Bank Guarantee from a Nationalized/Scheduled Bank for an amount of 5% (five percent) of the contract price in the approved Proforma of the CSPTCL. This Bank guarantee shall be executed on stamp paper worth Rs. 250/- or any other amount as per the M.P./C.G. State stamp duty Act and shall be kept valid till completion of the guarantee period mentioned in the foregoing Clause plus six month claim period or 2 years from the date of signing of “Pre-contract integrity pact” whichever is later.
- (b) No interest shall be paid by CSPTCL for the aforesaid bank guarantee. In case of non-performance of the bay as per the contract specification, the performance bank guarantee shall be forfeited.

29. TERMS OF PAYMENT:

- a. The contractor shall present at the end of each calendar month a bill for the works completed, inspected and duly certified by CSPTCL Engineer in charge, during the month at the charges/rates accepted. 90% value of the work done along with full GST applicable shall be paid usually within a period of one month from the date of presentation of the bills. However no interest shall be payable on delayed payment if any. The payment will be done through Electronic mode i.e. RTGS, NEFT etc. / account payee Cheque. Balance 10% shall be retained by the CSPTCL which shall be released after satisfactory completion of the work.
- b. After completion of the work, the contractor shall submit its bill within three months from its completion positively.

30. TAKING OVER

When all performance tests called for by the specification have been successfully carried out, the bay shall be accepted and taken over when it has been satisfactorily put into operation on site, or within one month of its being ready to be put into operation, whichever shall be the earlier and the Engineer shall forthwith issue a taking over certificate.

The Engineer shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects in the bay which do not materially effect the commercial use thereof provided that the contractor shall undertake to make good the same in due course.

31. LIABILITY FOR ACCIDENTS AND DAMAGE:-

The contractor shall be entirely responsible for all loss, damage, or depreciation of the bay until the bay is ‘taken over’ in accordance with relevant clause of specification.

The contractor shall during the progress of the work, properly cover up and protect the bay from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be remain answerable and liable for all accidents or injuries thereto which until the same be, or be deemed to be, taken over as per relevant clause of this specification, may arise or be occasioned by the acts or omissions of the contractor or his workman or sub-contractor and all losses and damages to the plant arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer. Until the bay shall be or be deemed to be taken over as aforesaid, the contractor shall also be liable to indemnify the CSPTCL in respect of all damage or injury to defective design, work, or material, but not otherwise.

Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract for any claims made against the CSPTCL not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the CSPTCL or of others, of (safe as to damage by fire as hereinafter provided) due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract,

The contractor shall be deemed to have indemnified and saved harmless the CSPTCL against all actions suits, claims, demands, cost of expense arising in connection with injuries, suffered prior to the date when the bay shall have been taken over as per relevant clause of this specification, herein by person employed by the contractor or his sub-contractor on the works whether under the General Law or under the Workman's Compensation Act, 1923, or any other statute in force at the statute of the contract dealing with the question of the liability of employers for injuries suffered by employees for injuries suffered by employees and to have taken steps properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workman, the contractor shall, within 24 hours of the happening of such accident, intimate in writing to the concerned Engineer in-charge of the Electricity CSPTCL the fact of such accident. The contractor shall indemnify the CSPTCL against all loss or damage sustained by the CSPTCL resulting against all loss or damage sustained by the CSPTCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the CSPTCL as a consequence of CSPTCL's failure to give notice to the provisions of said Act in regard to such accidents.

In the event any claims being made or action brought against the CSPTCL involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable, under this clause, the contractor shall be immediately notified thereof and he shall with the assistance if he so require, of the CSPTCL but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case the CSPTCL shall, at the expense of the contractor, afford all available assistance for any such purpose.

32. **INSURANCE :-**

The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the CSPTCL, against all risks as detailed herein. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

Any loss or damage to the equipments during handling, transporting, storage and erection till such time the bay is taken over by the CSPTCL shall be to the account of the contractor. The contractor shall be responsible for preferring of all claims and make good the damage or loss by way of repairs and/or replacement of the portion of the work damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of contract. The contractor shall provide the CSPTCL with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the CSPTCL immediately after such insurance coverage is obtained. The contractor shall also inform the CSPTCL in writing at least 60 (Sixty) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation / renewal etc. as may be necessary, well in time.

All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the CSPTCL may from time to time during the pendency of the contract, ask the contractor in writing to limit insurance coverage risks and in such a case, the parties to the contract will agree for a mutual settlement in reduction in contract price to the extent of reduced premium amounts. The contractor shall cover insurance with Indian Insurance companies only.

The contractor shall arrange above insurance for the total completion period of bay (period in months) as quoted by him in the completion schedule. For delay in the completion of the bay's work, up to 3 (three) months, due to any reason whatsoever, the contractor shall bear the charges of extension of insurance policy.

Any other insurance including the insurance of erection personnel employed by the contractor / his subcontractor shall also be the responsibility of the contractor and shall be arranged, if required, at his own cost.

The contractor shall insure the bay and shall keep it insured against loss by theft, destruction or damage by fire, flood and undue exposure to the weather or through riot, civil commotion, war or rebellion, for the full value of the bay /substation from the time of delivery until the bay is taken over as per relevant clause of this specification. This insurance shall also cover loss by theft on site. Estimated cost equipments for the purpose of insurance is indicated in section- 1, Instruction to the bidders.

The bidder shall ensure following insurances also:-

- i Workmen Compensation Insurance: - This shall protect against claims applicable against workmen's Compensation Act 1948 (Govt. of India). This liability shall not be less than

Workmen's Compensation	- As per Statutory Provisions
Employees Liability	- As per Statutory Provisions

- ii Comprehensive Automobile Insurance :- This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death of members of public including CSPTCLs men and damage to property of others arising from use of motor vehicle during on or off the site operation irrespective of ownership of such vehicles.
- iii Comprehensive General Liability insurance: It shall protect contractor against all claims arising from injury disability, disease or death of public or damage to property due to act of contractor or his representative

33. FENCING, LIGHTING AND APPROACH ROAD:

The contractor shall be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary roadways, foot-ways, guards and fences as far as the same may rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

34. POWER TO VARY OR OMIT WORKS:

No alteration, amendments, omission, additions, suspensions, or variations of the work (hereinafter referred to as 'Variation') under the contract as shown by the contract drawings or the specification shall be made by the contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the proviso, hereinafter contained, from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions, as far as applicable as though the said variations occurred in the specification. If any suggested variations would, in the opinion of the contractor, if carried out prevent him fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions, the contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost if any, occasioned by any such variation, shall be added to or deducted from the contract price as the case requires. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules, or are not possible, the same may be settled by the Engineer and contractor jointly. But the CSPTCL shall not become liable for payment of any change in respect of any of the variations, unless the instructions for the performance of the same shall have been given in writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangements accordingly and in case where goods or materials are already prepared, or any designs, drawings or patterns made or work done that required to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer.

In case in which the contractor has received instructions from the Engineer as to carrying out the work which either then or later will, in the opinion of the contractor, involve a claim for additional payment, the contractor shall, as soon as reasonably

possible after the receipt of the instructions aforesaid, advise the Engineer to that effect.

35. NEGLIGENCE:

If the contractor shall neglect to execute the work with due to negligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work, or shall contravene the provisions of the contract, the CSPTCL may give seven days notice, in writing, to the contractor, to make good the failure, neglect, or contravention complained of, should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, or otherwise within such time as may be reasonably necessary for making it good, then and in such case the CSPTCL shall be at liberty to employ other workmen, and forthwith perform such work as the contractor may have neglected to, or if the CSPTCL shall think fit, it shall be lawful for him to take the work wholly, or in part, out of contractor's hands and re-contract at a reasonable price with any other persons, or provide any other material, tools, tackles or labour for the purpose of completing the work or any part thereof. In that event, the CSPTCL shall without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles, construction plant or other things which may be on the site, for use at any time in connection with the work, to the exclusion of any right of the contractor over the same, and the CSPTCL shall be entitled to retain and apply and balance which may be otherwise due to the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the contractor may be sold by the CSPTCL, and the proceeds applied towards the payment such difference and cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor all such material tools, construction plant or other things remaining unsold shall be removed by the contractor.

36. DEATH BANKRUPTCY etc.

If the contractor shall die or commit any act of bankruptcy, or being corrupt, commence to be wound up except for re-construction purposes or carry out its business under receiver, the executors, successors, or other representative in law of the estate of the contractor or any such receiver, liquidator or any person in whom the contractor may become vested, shall forthwith give notice thereof in writing to the CSPTCL for one month, during which he shall take all reasonable steps to prevent a stoppage of works and shall have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the CSPTCL but not exceeding the value of the work for time being remaining-unexecuted. In the event of stoppage of the works, the period of option under this clause shall be fourteen days only. Provided that, should the above option not be exercised, the contract may be terminated by the CSPTCL by notice in writing to the contractor, and the same power and provisions reserved to the CSPTCL in the last proceeding

clause on taking of the work out of the contractor's hands shall immediately become operative.

37. INSPECTING & TESTING:-

The Engineer and his duly authorized representative, shall have, at all reasonable times, access to the contractor's premises or works, and shall have the power at all reasonable times, to inspect and examine the materials and workmanship of the plant/bay during its manufacture, construction or erection thereof for which all the reasonable necessary assistance shall be rendered by the contractor without any extra commitment and if part of the plant is being manufactured or erected on other premises or works, the contractor shall obtain permission for the Engineer and for his duly authorized representative to inspect as if the plant or materials were manufactured or erected on the contractor's own premises or works.

The Engineer shall on giving seven day's notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any materials, plants or workmanship the subject of any of the said grounds of objection, which in his opinion are not in accordance with the contractor or are in his opinion defective for any reason whatsoever. Such notice shall be sent to the contractor within reasonable time after the ground upon which such notice is based has come to the knowledge of the Engineer. Unless specifically provided otherwise, all test as per relevant ISS shall be made at the contractor's works before shipment.

The contractor shall give the Engineer 15(Fifteen) days clear notice of any material/equipment being ready for testing and the Engineer or his said representative shall, attend at the contractor's premises or works within a reasonable time.

38. DEDUCTIONS FROM CONTRACT PRICE:-

All costs, damages or expenses which the CSPTCL may have paid, for which under the contract the contractor is liable, may be deducted by the CSPTCL from any money due to become due by him to the contractor under the contract or may be recovered by suit or otherwise from the contractor as an arrear of land revenue.

39. SUSPENSION OF WORKS :-

The CSPTCL shall not pay to the contractor any expenses, arising from suspension of the works for any reason whatsoever.

40. SPECIAL WORKS:

The rates for special works not included in the schedules will be decided upon, when any such necessity arises during the execution of the work, by negotiations between the CSPTCL and the contractor. The contractor shall perform the work on the terms and conditions as mutually agreed upon.

41. SETTLEMENT OF DISPUTE:

- a) Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by CSPTCL provided a written appeal by the contractor is made to CSPTCL. The decision of CSPTCL shall be final to the parties hereto.

- b) Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between parties. If amicable settlement cannot be reached then all disputes issues shall be settled by Arbitration as provided in this contract.

42. ARBITRATION:

- a) No dispute or difference arising between the contractor and the Owner under or relating to or in connection with the Contract shall be referred to Arbitration unless an attempt has first been made to settle the same amicably.
- b) Where any dispute is not resolved amicably then such disputes shall be referred to & settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification thereof, by three Arbitrators. One to be appointed by each party and the third to be appointed by the two Arbitrators appointed by the parties at the commencement of Arbitration proceedings and falling agreement between them, in accordance with said Act, the third Arbitrator so appointed shall act as the presiding Arbitrator. The award shall be final and binding upon the parties. The venue of Arbitration shall be Raipur.
- c) The language of the arbitration proceedings and of all documents and communications between the parties shall be English. Arbitration award shall be speaking, final and binding.
- d) Notwithstanding anything to the contrary contained herein the work under the Contract shall continue during the pendency of any disputes or differences in Arbitration proceedings and no payment due from the Owner shall be withheld on account of such proceedings except to the extent which may be in dispute and the Owner shall be entitled to make recoveries of amounts, if any, due from the Contractor, as per the provisions of the Contract.

43. SUBLETTING OF CONTRACT:-

The contractor shall not without the consent in writing of the Engineer or purchaser, assign or sublet his contract, or any substantial part thereof, other then for raw materials, for minor details for any part of the work of which the makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

The activities which can be allowed for subletting are excavation, transportation of materials, backfilling, de-watering, shoring and shuttering and other minor works. The contractor will inform the site engineer in writing about such subletting of works. The placement of reinforcement steel, concreting, tower erection & stringing will be done by the contractor himself by using their own gangs etc.

44. LAWS GOVERNING CONTRACT:

The contract shall be in all respects be construed and operate as a contract as defined in Indian Contracts Act, 1872, and all payments there under shall be made in Indian rupee unless otherwise specified.

45. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specifications, Annexure / schedules, notice correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract

46. CORRESPONDENCE:

- a) Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's place of business.
- b) Any notice to CSPTCL shall be served to the Executive Director (C&LM), CSPTCL, Dangania ,P.O.Sundernagar, Raipur(CG) 492013 in same manner.

47. SECRECY:

The contractor shall treat the details of the specification and other documents as private and confidential and they shall not be reproduced without written authorization from CSPTCL.

48. SAFETY PRECAUTIONS:

The contractor shall strictly follow, at all stages of erection of steel structures, the stipulations contained in the latest editions of IS-7205 "Indian Standard Safety code for erection of structural steel work".

49. JURISDICTION:

Any dispute or difference, arising under, out of or about this tender / contract order shall be subject to exclusive jurisdiction of competent Court / Bench / Tribunal / Council at Raipur only from where the order has been placed and not in any other Court / Bench / Tribunal / Council.

50. ALL RIGHT RESERVED:

The CSPTCL reserves the right to amend or cancel this order at any time after its issue and before execution without assigning any reasons.

SECTION – III
COMMERCIAL TERMS AND CONDITIONS

1. SCOPE:

The Installation of PLCC Equipments at 132 KV Sub-station Akaltara and M/s KVK Bio Energy Ltd. Akaltara Dist.-Janjgir-Champa includes un-loading, shifting & erection of all indoor & outdoor structure / equipments / panels, earthing, stringing, cable laying and all other associated works. All the materials will be supplied by the CSPTCL.

The civil works (construction of foundation) are not included in the scope of above works.

2. PRICES AND QUANTITIES:

Prices for various items of erection of transformer bay are to be quoted in the manner specified in schedules appended with this specification. The prices should include the cost of labour, all tools and plants, except otherwise specifically mentioned in this specification and other incidental charges in connection with the erection work, pertaining to each items as indicated in the schedules, unless otherwise indicated in the specification. **The quoted price shall be FIRM and inclusive of all taxes which ever applicable except GST.** The rate of GST & its amount should be specifically mentioned in price schedule III of the specification.

The quantities indicated in the price schedule are only provisional and are for comparison purpose. The final quantities will be known after completion. Thus these are only provisional quantities and may vary during actual execution of work. The contractor must execute the work based on actual conditions and as per final quantities indicated to him by the Engineer, at the same rates and terms and conditions accepted by the CSPTCL.

3. COMPLIANCE WITH REGULATIONS:

Unless otherwise specified, all works shall be carried out in accordance with the Indian Electricity Act, 1910; Indian Electricity Rules, 1956 with any amendments or revisions thereof which may be issued during the currency of the contract and the requirement of any other Regulations and Acts as applicable in India (including local statutory bodies) which the CSPTCL may be subjected to.

4. TAXES & DUTIES ETC.

- i. Goods and service tax (GST):- The suppliers /service providers should be registered under GST Act-2017.** For all items of “Price Bid” should be quoted exclusive of Goods and Service Tax (GST). Rate of GST should be mentioned in the price bid specifically at appropriate place. The suppliers /service providers shall have to disclose the taxes separately. Any variation in GST within scheduled completion period shall be to the account of CSPTCL. If the rate of applicable GST beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of GST undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of GST. CSPTCL GST Registration No. is 22AADCC5773E1ZX.

- ii. **Cess under “Building and other Construction Workers Act, 1996:-** The contractor for carrying out any construction work in Chhattisgarh State must get themselves registered from the Registering office under section 7 (1) of the “Building and other Construction Workers Act, 1996” and rules made thereto by the Chhattisgarh Govt. and submit certificate of Registration issued from the registering officer of the Chhattisgarh Govt. (Labour Deptt.) for enforcement of this Act. The cess @ 1% of the cost of construction work shall be borne by the contractor and same shall be deducted from each bill. **Any variation in this respect within scheduled completion period shall be to the account of CSPTCL.**

If the rate of applicable cess beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of cess undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of cess.

- iii. **Payment of other taxes/duties/levies/charges which are not described above:-**

The bidder should be aware of the various taxes, duties, levies imposed by the Central Government, State Government / local bodies applicable in the present contract as on the date of TC bid opening. Further, in the price bid, it should be specifically stated regarding each tax / duty whether it is inclusive or exclusive. However, if there is no specific mention of any tax/duties/levies as exclusive in the price bid, it will be presumed to be inclusive if it is applicable as on the date of TC bid opening and will not be paid extra.

But if any new tax/ duty/ levy is imposed either by central Government or by Stat Govt. / local authorities after the date of opening of T.C. Bid, the same shall be payable by CSPTCL extra within stipulated completion period on production of documentary evidence. However, tax due to increase of Turnover or withdrawal of tax exemption earlier available to the vendor etc. will not be reimbursed.

- iv. **Income Tax: -** Income Tax will be deducted at source as per rules enforced.

5. RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME.

Whenever any information or clarification in respect of construction of bay /substation have to be obtained from various authorities, the contractor shall be responsible for taking action well in time so that there are no delays on this account. The completion period offered in the tender shall be deemed to include the time taken for such incidental works. Request for extension of the completion date on such ground will not be entertained.

6. PERMITS AND PRIORITIES:

Necessary permits, if any, required for the execution of the contract shall be arranged by the contractor himself. The contractor shall obtain the necessary license / permission as per central /state / local statutory bodies at his cost. The CSPTCL may, however, furnish to the contractor such certificates as may be required for the necessary permits / priorities for the execution of the work, if CSPTCL considers demand justified. The CSPTCL will, however, not be responsible for the delay in execution of the contract, if permits / priorities are not granted in time.

7. TOOLS AND PLANTS TO BE ARRANGED BY THE CONTRACTOR:

The contractor shall be required to provide at his own expenses all necessary erection tools and plants for carrying out complete erection of the bay. The contractor will have to arrange at his cost all tools and equipments such as surveying instrument, earth tester, soil investigation equipment, excavation equipment, and form boxed for stub setting, winches, ropes and all tools for stringing conductor etc. The contractor will furnish in the relevant schedule, the list of all tools and plants as indicated above, which are available with him. Similarly, contractor will arrange at his cost all machinery and light and heavy vehicles such as jeeps, tractor, compressors for rock drilling, cranes for conductor drum handling, truck etc

8. IDLE / MOBILIZATION / DEMOBILIZATION CHARGES

No idle / Mobilization / Demobilization charges will be payable by the CSPTCL for any reason whatsoever to the contractor for stoppage of work.

9. LIABILITY FOR ACCIDENTS AND DAMAGE.

In the case of complete erection contract, the contractor shall be entirely responsible for all loss, damage or depreciation of the bay/Sub-station/any other material etc. until the bay is taken over in accordance with the relevant clause of the specification.

The contractor shall, during the progress of the work, properly protect the bay / substation from injury which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injury to the same from any cause thereto which until the same be or be deemed to be taken over under clause of this specification may arise or be occasioned by the acts of omission of the contractor or his workmen or sub-contractor, and all losses and damages to the bay/substation. Arising from such accidents and injuries as aforesaid shall make good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer. In case of loss or damage to any portion of the bay/substation arising from or occasioned by other causes, the same shall, if required by the CSPTCL, be made good by the contractor in like manner by at the cost of the CSPTCL at a price to be agreed between the contractor and the CSPTCL or in default of agreement, settled by arbitration as per relevant clause of this specification, thereof and the CSPTCL shall pay to the contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

Until the work shall be or be deemed to be taken over as aforesaid, the contractor shall also be liable to indemnify the CSPTCL in respect of all damage or injury to any person or to any property of the CSPTCL or of others occasioned by the negligence of the contractor or workmen or sub-contractors or by defective work but not otherwise.

Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the CSPTCL not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the CSPTCL or due to circumstances over which the contractor has no

control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The contractor shall be deemed to have indemnified and saved harmless the CSPTCL against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered prior to the date when the plant shall have been taken over under clause of this specification herein by persons employed by the contractor or his sub-contractor on the works whether under the General Law or under the workmen's Compensation Act, 1923 or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and to have taken steps properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employees by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident intimate in writing to the concerned Engineer or the Electricity CSPTCL the fact or such accident. The contractor shall indemnify the CSPTCL against all loss or damage sustained by the CSPTCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the CSPTCL as a consequence of CSPTCL's failure to give notice under the Workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident In the event of any claim being made or action brought against the CSPTCL involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable, under this clause, the contractor shall be immediately notified thereof and he shall, with the assistance if he so require of the CSPTCL, at the sole expense of the contractor, conduct all negotiations for the sole settlement of the same or of any litigation that may arise there from. In such case the CSPTCL shall, at the expense of the contractor, afford all available assistance for any such purpose.

10. MATERIALS TO BE ARRENGED BY THE CSPTCL:

CSPTCL will supply to the contractor all the bay structure/equipment/materials including following materials for erection of transformer bay at site store:-

No	Materials	Qty. with wastage
1	Cables	Actual + 2% wastage
2	Structures & and equipment	Actual + No extra
3	Cable trays/racks	Actual + 2% wastage
4	Bolts & nuts, spring washers flat washers & step bolts.	Actual → 2% Extra
5	Conductor and Ground Wire	Actual+1.25% wastage extra towards sag and wastage.
6	Conductor & ground wire accessories	Actual + 2% wastage
7	Earthing rods, connecting clamps and wire etc.	Actual + 1% extra

8	160KN/120KN/90KN/70KN Insulator.	disc	Actual + 2% wastage
9	Minor accessories		Actual + 2% wastage
10	Red oxide paint (zinc chromate)		Actual
11	Aluminium paint with paste		Actual

The materials shall be supplied at 132 KV S/s and its unloading / shifting / stacking / proper storing etc are to be made by the contractor for its safe custody.

11. CONDUCTOR/EARTHWIRE, DRUMS ETC. AND RECOVERIES FOR NON-RETURN OF MATERIALS.

Conductor/earth wire wooden drums and empty wooden crates/cases and bags of insulators, hard wares/accessories are not returnable. The Bidder should give due weight age/rebate on account of above while quoting the prices for erection of bay work.

On completion of work the contractor will return all the balance items over and above actually used on the bay. Wastage, if any, available shall also be returned either in damaged condition or otherwise. While returning the balance materials (above permissible wastage), to the CSPTCL's store, these materials should be packed by the contractor, in the same manner as were on the bay. All the available wastage shall be returned loose/unpacked. The contractor should render full accounts of material issued to him and return all balance materials over and above actually used on the bay within reasonable time of the completion of contract to the CSPTCL's store at their own cost. However, should the necessity arises to deliver these items to contractor in excess of the permissible wastage or in case of non-return of materials above the permissible wastage, procurement cost prevailing at the time of replacement (in case of non-return of materials, the cost prevailing as on the date of recovery) shall be recovered from the contractor.

The contractor will return all the balance materials including wastage, if any, available to the CSPTCL's store at their own cost.

12. DEPARTMENTAL STORES FOR DISTRIBUTION/ RETURN OF MATERIALS.

All the bay materials will be supplied to the contractor at the sub-station site. The contractor shall intimate the CSPTCL item wise quantity of each material which he requires to receive for execution. This requirement should be intimated sufficiently in advance (at least one month) so that the materials could be arranged accordingly. In case of any difficulty in availability of materials the matter should be referred to the order placing authority of the CSPTCL.

The contractor shall be responsible for un-loading and shifting all the materials except transformer without any extra charges from the CSPTCL.

The contractor shall be responsible for the proper handling, storage and proper maintenance of the materials received by him from the date of their receipt till the end of completion of work & taken over of the bay by the CSPTCL and balance materials are duly returned to the stores. The contractor shall arrange necessary equipment for proper handling, transport of conductor drums at his cost.

13. STORAGE OF MATERIALS

The contractor shall be required to set up stores at suitable place at the substation to receive and store the material. The contractor shall make arrangement to take delivery of all the materials and store them properly.

Yards and stores for stocking provided by the contractor shall be opened for inspection by the CSPTCL staff as and when desired. The cost of handling and storage shall be included in the quoted erection prices and no extra charges towards loading, transportation, unloading, and storage etc. shall be payable.

14. INSURANCE FOR TRANSPORT, STORAGE, ERECTION & WORKMAN

The transit, storage and erection insurance shall be arranged by the contractor to cover the materials against risks mentioned above, at his own cost and **the quoted prices shall be inclusive of such insurance charges.**

Any other insurance including the insurance of erection personnel employed by the contractor/his sub-contractor shall also be the responsibility of the contractor and shall be done, if required at his own cost.

15. DEVIATION FROM SPECIFICATIONS

No deviation/departure from the tender specification in any respect is allowed. In questionnaire bidder must confirm that the all terms & conditions of this tender specification are agreeable to them in toto. In case of any departure, the price-bid will not be opened and will be returned unopened.

16. QUESTIONNAIRE

The Questionnaire schedule enclosed herewith contains a set of question and Bidder is requested to answer each and every question clearly and without ambiguity.

17. CHECK LIST

The check list in respect of various schedules etc. required to be submitted by the Bidder without which the tender will be considered incomplete and liable for rejection. The Bidder should submit all schedules duly filled-in along with their offer.

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SECTION-IV

ERECTION OF STRUCTURES & EQUIPMENTS

3.1 CODE AND STANDARDS:

- a) Electrical installation work shall comply with all currently applicable status of the Indian Electricity rules. Fire Insurance Regulation and safety codes in the locality where the equipment will be installed. Nothing in this specification shall be construed to relive the tenderer on this responsibility.
- b) Unless otherwise specified, installation work shall comply with the requirement of latest edition of applicable Indian Standards.

3.2 ERECTION OF EQUIPMENTS:

In accordance with the specific installation instructions, as shown in the MANUFACTURER'S Drawing or as directed by the Engineer In charge, the contractor shall unload, erect, install, wire of all the electrical equipment included in the contract, Equipments shall be installed in a neat, workman like manner so that it is level, plumb, square and properly aligned and oriented. Tolerance shall be as established in the Manufacturers drawing or as stipulated by the Engineer. No equipment shall be permanently bolted down to foundation or structure until the alignment has been checked and found acceptable by the CSPTCL's engineer.

The contractor shall furnish all supervision, labour erection tools, and equipment, rigging, material and incidental materials such as bolts, wedges, anchors, concrete inserts etc., required to completely install and adjust the equipment.

The manufacturer's drawings, instructions and recommendation shall be correctly followed in handling, setting of all equipment and care shall be exercised in marring of finish or damaging or delicate instrument or electrical parts. Adjustment shall be made as necessary to the stationary structures for plumb and level for the sake of appearance or to avoid twisting of frames, bending of hinged member etc.

The CSPTCL may engage the manufacturer erection engineer to supervise the erection of the relevant requirement. The contractor shall carry out erection works as per instructions of the engineer(s) and shall extend full co-operation to him for commissioning of the equipments.

In case of any doubt /misunderstanding as to correct interpretation of the manufacture's drawing or instruction, necessary clarifications shall be obtained from the CSPTCL. The contractor shall be held responsible for any damage to the equipment consequent to not following the manufacture's instruction correctly. The contractor shall move all equipments in to respective buildings through the regular doors or floors openings provided specifically for lifting the equipment. Wherever the CSPTCL's crane is made available for lifting heavy equipments and materials the contractor shall move the equipment from storage side to the crane, attach the crane hook to the point (s) provided specifically for handing and installed in final location. Contractor shall his own arrangements for lifting of the equipments when the CSPTCL's crane is not available. Operation of the CSPTCL's crane shall done by the CSPTCL's personal only. No part

of the structure shall be utilized to left to erect any equipment without prior permission of the CSPTCL.

When assemblies are supply in more than one section, the contractor shall make all necessary mechanical and electrical connection between sections including the connection between buses. The contractor shall also do necessary adjustment/alignment necessary for proper operation of circuit breakers, insulators, and their operating mechanism. All insulators and bushings shall be protected against damage during handling and installation, insulators or bushings chipped or cracked or damaged due to negligence or carelessness of the contractor shall be replaced by him at his own expenses.

The contractor shall take care in handling instruments, relays, other delicate mechanisms, and equipments and relays are supplied separately, they shall be mounted only after the associated control panels/desks have been erected and aligned. The blocking materials/ mechanisms employee for the same transit of the instruments and relays shall be removed after ensuring that the panels/ desks have been completely installed and no further movement of the same would be necessary. Any damage to relays and instruments shall be immediately reports to the CSPTCL or its representative.

Inspections, storage, installation of transformers shall be an accordance with Indian standard code of practice of IS 1866 and the manufacturer's instructions. All commissioning tests as applicable shall be carried of the CSPTCL/manufacturer firm but contractor has to provided skilled/semi-skilled and un-skilled labourer as required for assistance.

Switch gear and control panels/desks shall be installed in accordance with Indian standard code of practice IS 3072 and the manufacturer's instructions. The switch gear panels shall be installed on finished surface or concrete or steel skills. The contractor shall install/align channels skills forming part of the foundation. In joining shipping sections of the switch gear/panel/control centers together, adjacent housing or panel sections of flanged thread sections provided shall be bolted tighter when alignment has been completed. Power bus, enclosures, ground and control splices of conventional nature shall be cleared and bolted tighter, being drawn up with torque wrench of proper size or by the manufacturer's drawings. Base of outdoor types unit shall be sealed in an approved manner to prevent ingress of moisture.

All switchyard control panels, desks, etc., shall make absolutely vermin proof. Care shall be taken during handling of insulation oil to prevent ingress of moisture or foreign metal, in the testing, circulation, filtering or otherwise handling of oil, rubber those shall not be used,

After installation of all power and control wiring the contractor shall make all necessary adjustments as specified by the manufacturer for proper functioning of the equipments.

Equipment furnished with finished coats of paints shall be touched up by the contractor if there surface is soil or marred while handling.

Foundation work of all transformers, switch gear, and other equipments will be carried out by CSPTCL, and minor modifications to foundation, where ever found necessary, for proper installation, shall be carried out by the contractor at no extra cost.

The contractor shall supply the normal consumable, filling compounds, touch up paints etc. where required.

Petroleum conducting jelly shall be applied for current carrying joints, connections, clamps etc. to avoid corrosion.

Silicon polish (water repellent) shall be applied on all insulation, stack, bushings etc. after installation and before commissioning to avoid tracking.

The following checks shall be carried out as part of the installation work:-

- a) Check for physical damage. Any damage to the equipment at the time of receipt shall be reported to the owner/purchaser.
- b) Check from the name plates/packing list that all items are as per order and specification.
- c) Check tightness of all joints, clamps and connecting materials.
- d) For oil filled equipments, check for oil leakage, if any; also check oil level and top up, where necessary.
- e) Check earth connections.
- f) Check cleanliness of insulator bushings.
- g) All checks specified by the manufactures in their drawings and materials, literature's, as all in the relevant codes of standards.

3.3 LIST OF PRELIMINARY CHECKS & COMMISSIONING TESTS:

3.3 (i) CONTROL PANELS:

a). Preliminary Checks:

- i) Checks according to specification.
- ii) Check tightness of all bolts, clamps & connections.
- iii) Check cleanliness.\
- iv) Check earthing.

b). Commissioning checks:

This shall be carried out by the CSPTCL/manufactures engineer but contractor has to provided skilled/semiskilled and unskilled labourer as required for assistance.

3.3 (ii) RELAYS:

- i) Check name plate details according to specification.
- ii) Check for any physical damage.
- iii) Megger all terminals to body.
- iv) Megger AC to DC terminal.

Further testing and calibration shall be carried out by the CSPTCL/ manufactures engineer but contractors has no provided skilled / semiskilled and unskilled labourer as required for assistance.

3.3 iii) CIRCUIT BREAKERS:

(a) Preliminary checks:

- a) Check name plate details according to specifications.
- b) Check for any physical damage.
- c) Checks tightness of all bolts, clamps and connection.
- d) Check of oil level, air pressure and leakage (wherever applicable)

- e) Check Earth connections.
- f) Checks cleanliness of insulator and bushings.
- g) Check all moving parts are properly lubricated.
- h) Check heaters provided.

(b) Commissioning checks

This shall be carried out by the CSPTCL/manufactures engineer but contractors has to provided skilled/semiskilled and unskilled labour as required for assistance.

3.3 (iv) METERS:

- a) Check name plate details according to specifications.
- b) Check for any physical damage.

Further testing and calibration shall be carried out by the CSPTCL/manufactures engineer but contractors has to provide killed / semiskilled an unskilled labour as required for assistance.

3.3 (v) ISOLATORS

- a) Check name plate details according to specifications
- b) Check for any physical damage.
- c) Checks tightness of all bolts, clamps and connections.
- d) Checks cleanliness of insulator.

Further testing and calibration shall be carried out by the CSPTCL/manufactures engineer but contractor has to provided skilled/semiskilled and unskilled labourer as required for assistance.

3.3 (vi) CURRENT TRANSFORMER:

- a) Check name plate details according to specifications.
- b) Check for any physical damage.
- c) Checks tightness of all bolts, clamps and connections.
- d) Checks for oil level and leakage.
- e) Check cleanliness of insulator and bushing.
- f) Check connectors.

3.3 (vii) LIGHTNING ARRESTORS:

- a) Physical checking of various parts/equipments.
- b) Check for connections to ground at lines.
- c) Continuity check (in case of metal oxide silicon type only).
- d) Operation checks of discharge counter.

3.3. (viii) CABLES :

- a) Check details according to specification.
- b) Check for physical damage.
- c) Megger test between each core and armour / sheath.
- d) Continuity check
- e) Connections.

The above mentioned work are guide line for the contractor. The contractor shall invariably carry the various checks as proposed to be conducted by him as per the standards is vogue for commissioning of the equipments under the contract.

3.4 INSTALLATION OF CABLE TRAYS AND CABLES:

(i) SCOPE :

The section covers detail specification for installation of cable trays.

(ii) CABLE TRAYS

Taking delivery of cable trays from CSPTCL's stores/storage yard/shed.

- a) Transporting the cable trays to erection site
- b) Installation of cable trays / racks / in cable trenches, vertical cable race ways and cable galleries. Cable tray supports, fittings etc. shall be provided by the CSPTCL.

(iii) CABLE INSTALLATION: Taking delivery of cable from CSPTCL's stores/storage yard/shed.

- a) Transporting the cable trays to erection site
- b) Pulling and laying cables on cable trays, racks, vertical race ways etc. pulling through pipes / conduits / clamped on wall or ceiling columns or beams.
- c) Dressing the cable and cleating / clapping on support including the fitting of cable dressing material such as cleats, clamps and hardware.
- d) Fixing of cable glands, power and control cables at both end in the cable gland properly. Cable glands and cable lugs shall be provided by the CSPTCL. Appropriate cable compound, sealing and joining kits shall be supplied by the CSPTCL.
- e) Cable joining shall be carried out only if essentially required.
- f) Testing the cable installation.

(iv) CONTROL CABLE LINE AND TERMINATION :

- a) Contractor shall install and fix the cables in the cable gland supplied by the CSPTCL through manufacture.
- b) All the type of cables will be furnished by the CSPTCL to the contractor.

(v) CABLE LAYING :

1. The cable shall be laid on cable trays, racks, in cable trenches, vertical race ways, pulled through pipe and conduits, clamped on walls / ceilings / steel structure etc.
2. The unit rates to be quoted for the cable laying shall include laying / pulling cables as above proper dressing of cable trays / racks.

(vi) CABLE TERMINATIONS :

The cable termination work shall be done by the contractor and he shall be responsible for following:

1. All cables that will be laid by the contractor shall be connected at both ends equipments, local instruments or marshalling box terminals as the case may be. The unit rates for termination at each end and shall include dressing and connection of all the cores of the cable. The following shall also be included on the scope of work.
2. Taking out gland plate, making, required number of holes in the gland plates, re-fixing of the glands plates, installation of gland cable,

fixing the cable glands, putting cable lugs in each core, crimping of cable lugs and connection to proper terminals as per manufacturers / CSPTCLs wiring diagram. The requisite quantities of cable plates, cable glands, cable lugs, ferrules etc. shall be supplied by the contractors.

3. All cable termination shall termination shall be solder-less crimping type, proper crimping tools of Dowels or equipment shall be used by the contractor. The crimping tools to be used shall be subject to CSPTCL's approval.

(vii) CABLE TRAYS :

- a) Contractor shall install 2 mm thick MS / painted, perforated type cable trays along with necessary coupler plated, and other required accessories shall be supplied by CSPTCL the CSPTCL will supply cable tray M.S. angle supports, nuts, bolts, etc.
- b) The unit prices for installation of cable trays shall also include installation of all necessary fitting and accessories like coupler plates, drop out rays horizontal and vertical elbows, reducers, horizontal tees, bolts, nuts, screws, washers, earth continuity leads between cables tray sections (where applicable) and any other sundry item to complete the installation complete in all respect. Contractor shall also provide suitable earthing arrangements as suitable intervals of cable tray to receive M.S. float conductor, No separate additional charges for fittings and accessories shall be entertained. Please note the deviation in this will not be accepted.
- c) All cable tray, vertical raceways and supporting steel shall be installed along the routes shown in the layout drawing. Where cable trays route require to be altered, contractor shall carry out such alternation after obtaining permission of CSPTCL.

(viii) POST INSTALLATION CHECK ON CABLES :

The following shall be checked before laying the cable in the trays

- i. Check for proper painting and identification numbers of cable trays
- ii. Check for continuity of power and control cable trays over the entire route
- iii. Check that oil, sharp washers, bars and waste material have been removed from the trays
- iv. Check for earth continuity and earth connection of cable trays
- v. All units rates for installation shall include the work indicated as above.

3.5 INSTALLATION OF EARTHING SYSTEM :

A. SCOPE :

This sections covers detail specification for installation of earthing system associated with the bay work.

- (a) CSPTCL will supply required material for installation of Earthing system.

- (b) Welding /Brazing / Bolting of joints as required and treating joints with appropriate paint and specified.
- (c) Installation of earthing conductor for the main earthing mat /Grid/M.S. flat of size 65x8, 50x6 mm for the out switchyard area. These shall be buried in ground at a depth of 500 mm. The unit rate for the work shall include excavation and back filling per Cu. Meter, laying the conductor, Brazing the joints and providing the riser, wherever necessary.
- (d) Installation of earth riser (M.S. flat 65 x8, 50x6 mm) connection leads to the equipments and risers on steel structures wall etc. the position cleating and clamping at regular intervals, welding / Brazing of riser/leads as required to the main earth grid and providing bolting joints at the equipment earthing terminals. All welded and brazed joints of riser conductor shall be coated with bituminous paint. Steel conductor shall be touched up with the zinc rich paint where holes are drilled at site for bolting to the equipment / structure.
- (e) Installation of earthing rod comprising of 25 mm dia MS rod of 2/2.5 meter length. Contractors unit rates shall include installation of these rods pipe in earth by making drilling of suitable dia and test pits providing connections to the main earthing grid, excavation and back filling of earthing pits with betonite soil and all materials as required, placing the rod in position and connecting to main earth grid conductors.
- (f) The material like earthing conductors, earth electrodes / pipes accessories and fitting such as bolts, washers, nuts, screws, cleats, clamps, anchors, fasteners etc. will be supplied by the CSPTCL.

B. Details of earthing system

Sn	Item	Size	Material
1.	Main earthing	50x6 or 65x6 for 220/132/33 KV yard	Mild Steel flat
2.	Earthing Rod for equipments structures, cable trays.	25 mm, 2000/2500 mm long rods	G.I./M.S
3	Earthing Rod electrodes	-do-	G.I./M.S
4	G.I. Pipe	100 mm dia and 3000 mm length	4/2 Nos. to be used in one earth pit and interconnected to each other as per standard practice and such pits are to be made for transformer earthing & items as per CSPTCL drawings.

C. Detailed specifications for installation of earthing system .

- a) The contractor shall install earthing conductor required for the system and individual equipment earthing. All work such as cutting, bending, supporting , soldering, coating, drilling brazing, clamping, bolting and connecting into structures, pipe equipments frame, terminals, rails on other devices , shall be in the contractors scope of work. The contractor shall also carry out the excavation

and trenching work involved. The contractor shall be responsible for maintaining excavation, bracing, showing pumping and disposal of water without damages to the property. The contractor shall also back fill and reinstate the trenches after installation of earthing conductors.

- b) Earthing shall conform to the latest addition of the Indian Standard code of practice IS 3043 and Indian Electricity Rules, installation work shall be in accordance with the CSPTCLs drawings and any charges in routing, size of conductors etc. shall be subject to the prior approval of the CSPTCL.
- c) All earthing conductor to be buried in the ground shall be laid 500 mm below ground level, unless otherwise stated in the drawings. Back fill materials to be placed over buried/over earth conductors shall be free from stones and other harmful mixtures. Backfills materials shall be placed in layers of 150 mm uniformly spread along then ditch and tempered utilizing tempers or other approved means. Planks or other protections shall be placed over the conductor but before placement of balance of back fill. If the excavate soil is found unsuitable for backfiring the contractor shall arrange for suitable soil from out side without any expenses to the CSPTCL.
- d) Ground wells shall be constructed according to the stipulations of IS 3043 unless otherwise mentioned in the drawings, the earth electrodes shall be 25 mm diameter and 2000/2500 mm long G.I /M.S rod. Minimum spacing between two adjacent earth electrodes shall not be less than 6 Meters, ground electrodes shall be housed in concrete inspection boxes with suitable leads with facilities for periodic testing of earth resistivity. Electrodes as far as practicable, be embedded below permanent level.
- e) Metallic frames of all electrical equipment shall be earthed by two separate and distinct connection with earthing system.
- f) Nutral point of EHV transformer shall be earthed not less than 2 separate and distinct connection with system.
- g) The contractor shall co-ordinate with the civil contractor and shall install the earthing wires before the commencement of concrete work.
- h) Cable sheaths and armour shall be bent and connected to the earthing system. Railways tracks shall be bonded across fish plates.
- i) Cable sheaths and armour shall be bonded to the earthing system as stipulated in the code of practice IS:1255. Metal pipes and conduits through which the cables runs shall be sufficiently bonded and earthed. For conduits and armored cables and metal raceways, the connections to the earthing system shall be as near as possible to the point there conductors in the race way receive supply.
- j) Shield wire in bay shall be connected to the earthing grid properly as per relevant I.E.Rule.
- k) All under ground connections for the earthing. Earthing of the system shall be brazed/ welded, connections to equipment and devices shall be normally of the bolted type.
- l) Earthing of the portable tools, appliances and welding equipment shall confirm to the code of practice for earthing IS:3043.
- m) Neutral connection shall never be used for the equipment earthing.
- n) An earthing pit shall be provided under each operating handle of the isolator. Operating handles of the isolator and supporting structure shall be bonded together by a flexible connection and converted to the earthing grid if specially asked to carry out.

- o) A separate earth electrodes bed shall be provided in adjacent to structures supporting , lightning arrestor and coupling capacitors. Earth connection shall be as short and as straight as practicable. For lightning arrestor mounted near transformer, each conductors shall be located the tank and cooler.
- p) On completion of the installation, continuity of all conductors and efficiently of all bonds and joints shall be tested. The earth resistance shall be tested by the contractor.
- q) The welding equipment and consumables item such as welding rod required for installation of the carrying system shall be arranged by the contractor.

In case of wastage exceeds the percentage stipulated in the contract, compensation for the excess wastage will be recovered from the contractor or its bill.

3.6 LAYOUT DRAWING OF BAY :

The contractor will be supplied two copies of all relevant layout drawings, control wiring diagram, cable termination details, cable schedules and one copy of equipment suppliers approved drawing and literature for carrying out installation work. The contractor will have to reserve one copy marked with all field revisions for submission to the CSPTCL for effecting changes in the original.

The “CABLE SCHEDULE” will be released in a phased manner to suit the commissioning of the bay/switch yard and will be based on system wise installation.

The CSPTCL reserves the right to make minor additions or deletions or modification to the particulars and details given on the drawing depending on actual site requirements as and when necessary. Contractor shall carry out the installation work in accordance with such requirement.

All specialized equipment/ services necessary for proper installation, testing and commissioning of all equipment covered in this contract shall be provided by the contractor.

3.7 MANUFACTURES DRAWING & INSTRUCTION MANUALS :

Manufactures drawing, instructions and recommendation shall be correctly followed in handling, setting, testing and commissioning of equipment and extreme care shall be exercised in handling equipment to avoid distortion to stationary structures, the marring of surface finish, damage to delicate instruments and electrical parts.

In accordance with the specific installation instruction as indicated on manufacturers drawings on catalogues or as directed by the CSPTCL, the contractor shall handle , assemble, install wire, test and put into commercial use all equipment and works include in this contract. The equipment shall installed in a neat manner so that it is level plumb, square and properly aligned and oriented. Tolerance shall be as established in manufacturers drawing or as stipulated by the CSPTCL. **No equipment shall be grouted or permanently bolted down to the foundation or structure until the alignment has been checked and found acceptable to the CSPTCL.** In case of any doubt / mis-understanding as to the correct interpretation of manufacturers drawing or instructions necessary clarifications shall be obtained from the CSPTCL. The contractor shall be held responsible for any damage to the equipment consequent to non-following of manufacturers instructions correctly.

PRICE BID

(INSTRUCTIONS TO BIDDERS ABOUT PRICE BID)

The price bid schedule, the following works will invariably be covered in the quoted rates of particular head of price bid schedule

1. **Erection of S/S structure** including fixing and alignment of templates for grouted / bolted type structure, foundation tightening of nut bolt, washer etc. & including alignment & Leveling of structures.
2. **Stringing & Jumper work** of overhead gantries, buses interconnection of all equipments with ACSR conductor including fixing of insulator string, spacers, clamps etc. Stringing of over head shield wires with stranded galvanized steel complete with fixing of strain clamps at the structures
3. **Circuit Breaker** :Unit rate for unloading at substation site and placement of all the circuit breakers poles on structures for circuit breakers. Complete assembly of circuit breakers including erection of control cabinets & marshalling boxes, interconnecting piping works, erection of all accessories for the equipments and making connections. SF6 gas filling for which cylinder and filling equipment shall be provided by CSPTCL. Preliminary checks, test including tests for leakage of air and gas.
4. **Isolators:-** Unloading at substation site and placement of complete isolators (with/without earth switch) in all 3 phase of isolator structure, piping, alignment of contacts & checking of operation etc. Unit rate for erection , mounting mechanism box, inter connecting piping, alignment of contact and all associated activities of isolators (with/without earth switch) to make the installation complete including checking of successful technical and electrical operation.
5. **CT** :Unloading of CT at substation site & placement on structure and fixing of junction box including all accessories, erection & making all connections etc
6. **CVT/PT** : Unloading of CVT/PT at substation site & placement on structure and fixing of junction box including all accessories, erection & making all connections etc
7. **Lighting Arrestors** : Unloading of Surge Lightning Arrestors (L.A.) at substation site and placement of equipment on structure & fixing of Leakage Counter including all accessories, erection & making all connections (this also includes checking and installation of insulator base and surge counters) etc.
8. **PI/Polycone** : Erection & fixing of PI/Polycone for S/S work including all accessories & making all connection etc.
9. **Control & Relay Panels** :Unloading of control & Relay panels and placement of panels complete with all relays and their other accessories. Making of all connections for the control & relay panel on terminal block as per drawing including all AC & DC connections.
10. **Carrier Cabinet** : Installation / Erection of carrier cabinet making all Connections in control room.
11. **Cable laying** :Laying of cables irrespective of Nos. & sizes of cables including dressing with clamps and other accessories duly buried under the ground at a depth of 0.500 meter.

12. **Cable terminations** including fixing of cable glands, lugs for control / power cables.
13. **Earthing installations :-**
Rates for installations and testing of the following including jointing equipment termination, fixing & clamping with accessories & hardwares required such as saddle, clamps, cleats, plugs, screws, nut-bolts washers & welding dragging etc
25 mm diameter x 2000/2500 mm G.I. Rods, earth electrodes installations directly driven/drilled (6 meter) into earth including excavations irrespective of type of soil encountered Backfilling with bentonite soil as required & welding to earth conductor etc.
Providing of steel risers and making earth mat duly buried at a depth of 0.600 meters including backfilling, welding to the earth mat at one end bolting of risers to the structures as desired places.
Construction of Earth Pits of size 1.5 m x 1.5 m x 3.0 m which includes excavation irrespective of type of soil encountered, embedding of 4 Nos. /2 Nos. G.I.
Pipes of size 100 mm diameter 3 meter long, backfilling black cotton soil free from boulders and harmful mixtures, these G.I. pipes are to be welded with M.S. flats 65 x 8/50x6 mm by making mesh frame. The earth pits are to be connected with earth mat of M.S. Flats complete with all interconnections with equipments

SCHEDULE – I
PRICE BID (CONSTRUCTION CHARGES)
Installation of PLCC Equipments at 132 KV Sub-station Akaltara and M/s KVK Bio Energy Ltd. Akaltara Dist.-Janjgir-Champa on labour contract basis.

No	DESCRIPTION OF WORK	UNIT	Total Quantity	Rate (Rs.)	Amount (Rs.)
A	Erection of structure including fixing & alignment of templates for grouted / bolted type structure, tightening of nuts bolts, washers etc.and including alignment and levelling of structures.	MT	1		
B	Erection of 132 KV LA & Fixing of junction box including all accessories & making all connection etc.	No.	6		
C	Installation/ Erection of Communication equipment				
	i) 132 KV Coupling capacitor	No.	4		
	ii) Wave Trap	No.	4		
	iii) Carrier cabinet	No.	2		
	iv)LMU	No.	2		
D	Cable installation:				
	Laying of cables on racks/ cable trays / angle support, dressing of cables & all accessories for armoured control cables, cable dressing.				
	i) 2/4/8/12/19 Core x 2.5 Sq. mm	Mtr	500		
	ii) Co-axial cable	Mtr	1000		
E	EARTHING INSTALLATION				
	i) 25 mm x 2500 mm long MS rods, earth electrodes, installation directly driven in to earth including excavation as required & welding to earth conductors.	No.	10		
	ii)Providing steel risers including welding to the earth mat at one end bolting to the structures at the other end for 50 x 6 mm flats	Mtr	300		
	iii) Providing earth mat 65x8 mm GI Flate duly buried in earth min 600 mm depth with welding complete as per tender specification.				
F	Stringing and jumper work				
	i) ACSR Single Zebra / Panther	Mtr	300		

G	Painting of Sub-station structure				
i	One coat of red oxide paint	MT	1		
ii	Two coats of alu. Paint	MT	1		
H	Dismantling of LA	No.	6		
I	Destringing of ACSR Single Zebra / Panther	Mtr	300		
	Total				
	In words				
	GST (Indicate rate of GST)				
	In words				
	Grand Total				
	In words				

Signature:

Date :

Name:

Place :

Seal :

Note :-

1. The quantity is provisional & may vary during actual execution of the work. However, the payment will be made as per unit rate and actual execution of the work.
2. The Rates will be FIRM during entire contractual period and no any other charges/duties other than mentioned above will be payable by CSPTCL.
3. All items of "Price Bid" should be quoted exclusive of Goods and Service Tax (GST). Rate of GST should be mentioned in the price bid specifically at appropriate place. The suppliers /service providers shall have to disclose the taxes separately. Any variation in GST within scheduled completion period shall be to the account of CSPTCL. If the rate of applicable GST beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of GST undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of GST. CSPTCL GST Registration No. is 22AADCC5773E1ZX.

SCHEDULE –II

GENERAL INFORMATION

The bidders shall furnish information in the following format:-

1. Name of the firm -----
2. Head office address -----

3. Contract Person -----
4. Telephone no. office. -----
5. Telephone No. Residence.-----
6. Fax No. -----
7. E-mail address -----
8. Place of incorporation / Region -----
9. Year of incorporation / Region -----
10. Bank Account Details-----

SCHEDULE – III

DECLARATION FORM

To,

The Executive Director (C&LM),
CSPTCL, Daganian, P.O. Sunder nagar,
Raipur – (C.G.) – 492013

Sir,

1. Having examined the above specification together with tender conditions referred to therein. I/We the undersigned hereby offer to execute the work contract covered therein complete in all respect as per the specification and general conditions, at the rates entered in the attached contract schedule of prices in the tender. Our offer is valid upto 180 days from the date of tender opening and the prices, which are on firm basis, will remain valid for two years from the date of opening tender
2. I/We hereby undertake to have the works completed within the time specified in the tender.
3. I/We certify to have purchased a copy of the Specification by remitting cash/ demand draft
4. In the event of work order being decided in my/our favour, I/We agree to furnish the Bank Guarantee in the manner acceptable to CSPTCL and for the sum as applicable to me/us as provided in the General Conditions of contract (Section-II) of this specification within 30 days of issue of work order, failing which I/We clearly understand that the said work will be liable to be withdrawn by CSPTCL.

Signed this _____ day of -----20

Yours faithfully,

Signature with designation & seal of
the bidder -----

(This form should be duly filled up by the tenderer & submitted along with the original copy of tender.)

SCHEDULE-IV
QUESTIONNAIRE

Note: The Bidders may please note that submission of this questionnaire duly and properly filled-in is essential. While filling in entries against the questions given below no reference should be made to comments entered elsewhere in the tender. All queries should be answered and these answers should be complete in themselves. Please note that none of the column should be left blank and clear reply against all columns should be furnished. In case this is not done the offer will be liable for rejection.

1. Name and address of Bidder with phone
 - a. Address
 - b. Phone No.
 - c. Mobile No.
 - d. Fax No.
 - e. Email
2. Whether the required earnest money has been furnished by you, if yes.
 - (i) In which form
 - (ii) Amount of earnest money furnished.
3. Whether bidder is participating in instant tender as sole bidder
4. Turn over for the last 5 years
 - (i)
 - (ii)
 - (iii)
 - (iv)
 - (v)
5. Have you submitted a certificate of CA regarding turn over.
6. Whether a list of orders executed by you enclosed with full particulars of nature of work done.
7. Whether certificate of competent authority as a proof of having completed 220/132 KV S/s/bay successfully have been furnished.
8. Whether a photo copy of A Class Electrical Contractor license (duly

revalidated) has been furnished.

9. Whether Prices/Rates are firm.
10. Whether your offer is valid for 180 days:
11. Whether details of technical man power of head office and field organization furnished.
12. Have you furnished the power of attorney in respect of the person signing the tender on behalf of Bidder.
13. (i) Whether your firm is partnership firm.
(ii) If so, indicate the name(s) complete address and designation of all partners.
14. Whether profit and loss account and balance sheets for the last 5 years have been furnished by you.
15. Whether agreeable to furnish security deposit in the form as indicated in tender.
16. Whether you agree to the tender clause for arranging T&P and vehicles.
17. Please refer to clause 15 (section-III) (No deviation clause) whether same is acceptable to you, (please note if your answer is no, your price-bid will not be opened)
18. Whether check list has been enclosed.
19. Integrity Pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- has been enclosed

Date	Signature	:
Place	Name	:
	Status	:
	Seal of the Bidder	:

Note: The Bidder should use above questionnaire sheets in original for furnishing reply along with his offer. However, if separate sheets are used for this questionnaire it may please be ensured that the serial order and language of questions is maintained. Copies of the documents must be enclosed in support.

SCHEDULE –V

PERSONNEL CAPABILITIES

Name of applicant -----

Details of persons available with necessary qualifications and experience in manufacturing transmission bay and substation structures and erection of transmission lines, substation and substation managerial, supervisory & workmen with necessary license / workman permit issued by the Electrical Licensing CSPTCL, CG/MP shall be furnished in the following formats (saperately):

(A) PERSONNEL MANAGERIAL POSITION

S.No.	Name of person with designation	Education/Tech. Qualification	Year of experience	Details of license from ELE (MP/CG)
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(B) PERSONNEL IN SUPERVISORY POSITION

S.No.	Name of person with designation	Education/Tech. Qualification	Year of experience	Details of license from ELE (MP/CG)
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(C) PERSONNEL IN WORKMEN CATEGORY

S.No.	Name of person with designation	Education/Tech. Qualification	Year of experience	Details of license from ELE (MP/CG)
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Signature

Name

Place

Seal of the tendering firm / company

SCHEDULE –VI

EXPERIENCE RECORD

The bidder shall furnish details of work orders for similar nature of work received in past, already completed or under execution.

Sl. No.	Work order/ No. & date	Name & address of the power utility	Value of contract	Schedule date of completion of work	Slippage with	Remarks

Date

Place

Signature

Name

Seal of the Firm

SCHEDULE –VII

COMPLETION SCHEDULE

(Based on Acceptance of Offer)

Sno.	Description of work	Period in weeks
		Commencement/ completion

Place	Signature
Date	Name
	Status
	Seal of the tenderer

SCHEDULE-VIII
PRE-CONTRACT INTEGRITY PACT

*(On non-judicial stamp paper worth Rs.250/- duly signed by the bidder along with the
Techno-Commercial bid)*

1. GENERAL

- 1.1 This pre-bid contract Agreement (herein called the Integrity Pact) is made on.....day of the month20..., between the CSPTCL acting through Shri.....ED/CE (C&LM), CSPTCL (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri..... Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government undertaking / Partnership / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the CSPTCL.

2. OBJECTIVES

- NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-
- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting of implementation process related to contract.
- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CSPTCL.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY / SECURITY DEPOSIT

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of.....
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guarantee sum to the(BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Security Deposit shall be valid up to a period till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by

the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the

BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term "close relative" for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. INDEPENDENT MONITORS

- 8.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The Monitor will be submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situation.

09. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this fact or payment of commission, the BUYER or its agency shall be entitled to examine all the documents including the books of Account of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

11. OTHER LEGAL ACTIONS

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may following in accordance with the provisions of the any other law in force relating to any civil are criminal proceeding.

12. VALIDITY

12.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. If one or several provision of this pact turn out to be invalid; the reminder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intention.

13. The parties hereby sign this integrity Pact aton.....

BUYER
CE (C&LM)
CSPTCL, Raipur

BIDDER
CHIEF EXECUTIVE OFFICER
Department/PSU

Witness

Witness

(i)..... (i).....

.....

(ii)..... (ii).....

.....

SCHEDULE – IX

BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-judicial stamp paper worth Rs. 250/- and revenue stamp may be affixed on Bank Guarantee).

Bank Guarantee No._____ **Dt.**_____

In consideration of the Chhattisgarh State Power Transmission Company Limited Raipur having agreed to accept this bank guarantee in lieu of cash deposit by way of security for due and faithful performance required from M/s here in after referred to as Contractors, the bank of Hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing form the Chhattisgarh State Power Transmission Company Limited on any officer authorized by it in this behalf of only amount up to and not exceeding Rs..... (in words) Only to the said Chhattisgarh State Power Transmission Company Limited in behalf of the aforesaid M/s have tendered contracted for the services viz to the said Chhattisgarh State Power Transmission Company Limited against order No.dt.....for the order value of Rs.....(Rs-----) only.

This agreement shall be valid and binding on this bank upto..... and including or for such further period as may here under be mutually fixed from time in writing by the Chhattisgarh Power Transmission Company Limited and the Contractor and shall not be terminable by notice or any charge in the constitution of the aforesaid bank or the firm of contractors or any other reasons whatsoever and the banker's liability hereunder shall not be impaired or discharged by any extension of time or variations or alternation made, given conceded or agreed to with or without the Bank knowledge of consent by or between the Chhattisgarh Power Transmission Company Limited and contractors in the existing and / or further tender and / or contractors.

It is agreed to by Bank with the Chhattisgarh Power Transmission Company Limited that if for any reason a dispute arises concerning the Bank's liability to pay the requisite amount to the Company under the terms and this guarantee the competent court at Raipur along shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

The liability under this agreement is restricted to Rs.....
(in words).....-----only. This guarantee shall remain in
force until.....unless a demand to enforce a claim under the
guarantee is made under this bank Guarantee by the Company to the Bank
within six month i.e. uptofrom that date the right of the
Chhattisgarh State Power Transmission Company Limited under this guarantee
shall be forfeited and Bank shall be relived and discharged from all liability
there under.

WITNESSES:-

- | | | |
|-----|------------------------------|--|
| (1) | Signature.....
Name | Authorized Signatory – Bank
Signature:-.....
Name: - |
| (2) | Signature | Designation with stamp |
| | Name | attorney as per power of |
| | Official Address | attorney No..... |
| | | Dt. |

SCHEDULE –X
CHECK-LIST

S. No	Item	Reference	Declaration (strikeout whichever is not applicable)
1	Earnest money / Tender Cost enclosed	-	Yes / No
2(i)	Copy of work orders and its performance / completion certificate	-	Yes / No
(ii)	Copy of balance Sheet and profit & loss statement of last five year		Yes / No
(iii)	Copy of Valid A-Class Electrical License (must be in the name of contractor)		Yes / No
3.	Copy of EPF Registration (Allotted by EPF commissioner) or Undertaking		Yes/No
4.	Copy of labour license or Undertaking		Yes/No
5.	Completion schedule enclosed duly filled-in.	Schedule-VII	Yes / No
6.	Questionnaire enclosed duly filled-in.	Schedule-IV	Yes / No
7.	Duly signed Un-priced / un-filled price schedule with T/c bid	Schedule-I	Yes/No
8.	Integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- duly signed by witness has been enclosed.	Schedule-VIII	Yes/No
9.	Bank A/c Details with cancelled cheque / vendor No. with CSPTCL.		Yes / No
10	Tender Book duly sealed & signed.		Yes/No
11	Certified copies of PAN and GST registration		Yes/No
12	Offer-form (Price Bid) enclosed		Yes / No

Date
Place

Signature :
Name :
Status :
Seal of the Bidder :

