

**OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD
DAGANIYA, PO:SUNDER NAGAR RAIPUR, C.G. PIN 492 013
(A CG GOVT UNDERTAKING)**

TEL. (0771) – 2574221, 2574044, FAX: (0771)- 2574222

TENDER SPECIFICATION NO: TR- 493

Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai (251 MT approx.)

LAST DATE OF SALE OF TENDER	07.09.2021	17.30 Hrs.
LAST DATE OF SUBMISSION OF TENDER	08.09.2021	15.00 Hrs.
DATE & TIME OF OPENING OF TENDER (TECHNO-COMMERCIAL)	08.09.2021	15:30 Hrs

Cost of tender Document:

- i. Rs 1680/- (Incl. 12% GST) Purchase from O/o ED (C&LM).**
- ii. Rs 1770- (Incl. 18% GST) if downloaded from website.**

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD
(A CG GOVT UNDERTAKING)

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 company's conditions of tendering), the 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, 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 hereto.

It is confirmed that:

- (I) Questionnaire for Commercial terms and conditions.
- (II) Questionnaire for Technical specifications.
- (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 Company will have right to take the same to be advantageous for the Company. Company'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, thisday of20....

Bidder's signature -----

Name & Address -----

Company Seal -----

**Note – This form must be returned
in original while tendering**

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, 2574224 Fax No.2574222

No. ED/C&LM/Works/ TR-493/1182

Raipur, Date: 18.08.2021

NOTICE INVITING TENDER

Sealed tenders are invited for the following work:

TR No	Name of work	EMD (Rs)	Cost of tender form (Rs) (Incl. GST)		Date of opening
			Printed tender form	Downloaded from website	
TR-493	Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai (251 MT approx.).	82,200/-	1680/-	1770/-	08.09.2021

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. 1680.00 (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. 1770.00 (Including GST) (non refundable)** 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 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.

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EXECUTIVE DIRECTOR (C&LM)
CSPTCL-RAIPUR

SECTION – I

INSTRUCTION TO THE BIDDERS

Sealed tenders are invited from experienced eligible bidders for Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai detailed as below:

Tender specification No.	:	TR-493
Due date of opening of Tender	:	08.09.2021 at 15:30 Hrs.
Cost of Tender Documents	:	(i) Rs. 1680/- (Incl. 12% GST) Purchase from O/o ED (C&LM) (ii) Rs. 1770/- (Incl. 18% GST) if downloaded from website
Earnest money	:	Rs. 82,200/- (accepted in the form of DD only, in favour of Manager, (RAO-HQ), CSPTCL, Raipur and the EMD will be returned after the finalization of tender.
Completion Period	:	a. Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai (251 MT approx.) should be completed within 6 (six) calendar months from the date of handing over of first lot. This six months time period of completion period will be considered for validity of security deposit only and not for calculation of penalty. b. However, Galvanization of each lot should be completed within 15 days from the date of handing over of material. After galvanization, the contractor shall intimate about completion of galvanization work of each lot to OIC of the work by telephonically as well as on e-mail. The date of intimation shall be treated as date of completion of galvanization work of each lot and accordingly it will attract penalty for delay, if any.
Cost of material for the Purpose of Insurance	:	Approx. Rs 18.89 lakh (each lot of 30 MT)

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.

1. SCOPE OF WORK

The work includes Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai. The unloading of tower parts at firms galvanization plant will be arranged by the contractor. The required Machines, materials, T&Ps & electricity for galvanization, embossing and grinding (if necessary) will be provided / arranged by the contractor. After Galvanization of tower parts, loading of tower parts at firms galvanization plant is also to be arranged by the contractor at their own cost. The transportation of tower parts from work shop Bhilai to Galvanization plant and from Galvanization plant to site store, Bhilai will be arranged by CSPTCL at their own cost. The material for Galvanization will be provided to the contractor as per requirements of CSPTCL in different lots.

2. PRE-BID QUALIFICATIONS/ REQUIREMENTS:-

- (i) The bidder should have his own galvanization plant located at Raipur/ Bhilai and experience of carrying out Hot dip Galvanization of EHT Tower parts / sub-station structures / similar type of structures for any Private company / power utility/ transmission licensee / central/ state Govt. undertaking in India. In support of experience copy of work order and its completion certificate are required to be submitted.
- (ii) Net Worth of the bidder for the last three Financial Years i.e. 2017-18, 2018-19 & 2019-20 should be positive. 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.
- (iii) The minimum average annual turn over (MAAT) of the bidder should be at least Rs. 57,54,000/- (Fifty seven lakh fifty four thousand only) for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. The turn over of the bidder should be certified by C.A. or should submit a certificate of C.A. regarding turnover.

3. EMD

- (i) The bidder will submit EMD amounting Rs. 82,200.00 (Rs. Eighty two thousand two hundred 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 MICR/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 clearly super-scribed “**Techno-commercial Bid**” should contain the tender form, 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**” 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

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 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 Proforma given in the Schedule-I of the tender. Bidders must quote their price 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.

- (i) Over-writing, erasures and other changes shall bear the dated initial of the person signing the tender.
- (ii) 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.
- (iii) For evaluation the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iv) The quoted price should be kept valid for the contractual period or completion of the work 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.**
- (v) All columns shall be completely filled up properly and neatly.
- (vi) 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: -

- (i) The evaluation of bids will be done by comparing the total of prices of all the items.
- (ii) 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.
- (iii) 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. COMPLETION PERIOD: -

- a. Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai (251 MT approx.) should be completed within 6 (six) calendar months from the date of handing over of first lot. This six months time period of completion period will be considered for validity of security deposit only and not for calculation of penalty.
- b. However, Galvanization of each lot should be completed within 15 days from the date of handing over of material. After galvanization, the contractor shall intimate about completion of galvanization work of each lot to OIC of the work by telephonically as well as on e-mail. The date of intimation shall be treated as date of completion of galvanization work of each lot and accordingly it will attract penalty for delay, if any.

11. INTEGRITY PACT: -

The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule III 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.

12. QUANTUM OF WORK:

The quantities indicated in price schedules are based on preliminary assessment hence provisional and may vary. The work is to be completed as per actual (as confirmed by the O.I.C of the work) and on same price as offered and on similar terms and conditions.

- 13. The power of attorney in respect of the person signing the tender on behalf of bidder shall be submitted along with techno – commercial bid.

- 14. If the firm is partnership firm, the names of the firms, its complete address and designation of all the partners may be furnished.

15. 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

TERMS AND CONDITION

01. The rate is to be quoted for each items as per details given on the Schedule I, Price bid and if there is any over writing / cutting that should be attested with seal and signature of the Tenderer, other wise the same offer will be rejected which may please be noted.
02. The rates quoted may be deemed to have included of all the charges viz F.O.R. at your work shop including Insurance (**Indian Insurance Companies only**) GST and other charges/surcharges/taxes, except transportation of steel M.S. angles (Tower- parts) and finished materials.
03. The contractor shall arrange insurance as may be necessary to protect his interest and the interests of the Company against all risks including theft of material. The successful tenderer is required to get the CSPTCL's materials insured having at his own custody. It would be mandatory on contractor's part to keep the insurance live against the value of materials in his custodian for a value not less than Rs 18.89 lakh (30 MT) approx. so as to meet the value for quantity of materials issued to him at a time.
04. The rates should be quoted for labour charges for Per MT basis including hot-dip galvanization, embossing and grinding (if necessary) of steel section with required materials i.e. zinc etc. The steel section such as 150 x 150 x 20 mm to 45 x 45 x 5 mm or any assorted size will be supplied as per piece / length wise by OIC and after galvanization and embossing, the same should be returned by the firm to authorized representative of CSPTCL / field contractor who has awarded the contract. The unloading of tower parts at firms galvanization plant will be arranged by the contractor. The required Machines, materials, T&Ps & electricity for galvanization, embossing and grinding (if necessary) will be provided / arranged by the contractor. After Galvanization of tower parts, loading of tower parts at firms galvanization plant is also to be arranged by the contractor at their own cost
05. 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.
06. 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/TDR/Deposit receipt pledged in favour of Manager RAO-HQ, CSPTCL, Raipur payable at Raipur valid up to scheduled completion date plus eight months.

OR

The contractor shall furnish a bank guarantee from a nationalized / scheduled bank for an amount of 10% (ten percent) of the value of the order as a contract security. This bank guarantee shall be submitted within 15 days of receipt of work order 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.

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.

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.

07. The work is to be carried out in the premises /factory/workshop of the firm located at Raipur / Bhilai.

08. TAXES & DUTIES ETC.

- i. **Goods and service tax (GST):-** The suppliers /service providers should be registered under GST Act-2017. 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. **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.

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

09. The work will be carried out by observing all the rules and regulations regarding safety from any type of accident which it takes places would be the contractor’s responsibility. The contractor shall be responsible for payment of all compensation as applicable from time to time to their workmen engaged on the work in the event of any accident. The necessary insurance cover for engaged person should be produced by the contractor to the OIC.

10. 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 work by the contractor.

- b. After completion of the work, the contractor shall submit its bill within three months from its completion positively

- 11. The work will have to be completed under supervision of OIC or his authorized representative.

12. **CONTRACTORS DEFAULT LIABILITY**

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 contract agreement or within the period for which extension has been granted by CSPTCL to the contractor.

And/or

- (ii) comply with any 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 work 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.

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.

13. The galvanization shall be done as per requirements of IS 4759 or equivalent International Standard. The contractor shall also take guidelines from the recommended practices for hot dip galvanizing laid down in IS 2629 or equivalent International Standard while deciding and implementing galvanizing procedure. The mandatory requirements however, are specified herein.

Unless otherwise specified the fabricated parts of substation structures shall have a minimum overall zinc coating of 610 gms per sq.m. of surface except for plates below 5mm which shall have Zinc coating of 460 gms per sq.m of surface. The average zinc coating for sections 5mm & above shall be maintained as 87 microns and that for sections below 5mm shall be maintained as 65 microns.

The zinc coating shall be adherent, reasonably uniform, smooth, continuous and free from imperfections such as black/bare spots, ash rust strains, bulky white deposits/wet storage strains and blisters.

14. If any loss or damage happens to the work or any part thereof or materials/plant/equipment 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 otherwise cost of the material including other charges as per standing practice of the CSPTCL shall be recovered/deducted from the contractor RA Bills/Security deposit/Bank Guarantee/Retention money etc.
15. In the event of contractor committing a breach on any of the terms & condition laid down in the contract at any time for performance in their duties, the CSPTCL may forfeit security deposit and terminate the agreement by giving notice in writing in this behalf. Any dispute arising out of this contract is to be referred to the undersigned whose decision in the matter shall be final and binding on contractor.
16. As per the statutory obligation under PF Act. As amended recently, the contractor will have to furnish full particulars of PF / EPF / EDCEL contribution in respect of employees engaged (if required). The security deposit will be released only after completion of the work satisfactory certified by the concerned EE and desired document on this behalf i.e. Insurance certificate, license, EPF cases, payment to labours on Govt. /Collector rate etc. should be furnished (if required).
17. All suits / litigation for proceeding relating to any dispute of claim arising out of the course of performance of the contract shall be made only in the court of Law at Raipur.
18. The labour engaged by the contractor should be insured under the workmen compensation Act by the contractor during the entire period of contract including extended time, if any. The contractor has to arrange all safety appliances etc to their labourers.
19. The undersigned reserves the rights to accept or reject the offers without assigning any reason at any stage.

20. Extension order maximum to 50 % of the total quantity within 6 month from the date of order may be placed on same rates, terms & conditions of the original order.
21. The CSPTCL shall not pay any expenses, to the contractor arising from suspension of the work / works for any reason whatsoever.
22. 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 15% (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 sustained by CSPTCL.
- 24. Inspection:**
- a) The CSPTCL shall have access at all times to the work site and the contractor shall provide all facilities for unrestricted inspection of the works, raw material, galvanization process and for conducting necessary tests as detailed herein.
 - b) The successful contractor shall keep the OIC informed in advance of the time of starting and of the progress of works in various stages so that arrangements could be made for inspection.
 - c) No material shall be dispatched from work site unless the material has been satisfactorily inspected and tested by the CSPTCL's representative.
 - d) The acceptance of any quantity of material shall in no way relieve the successful contractor of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such materials are later found to be defective.
 - e) In readiness of material for inspection should be intimated to O/o the OIC in advance so that Inspector can be deputed on scheduled date. In case material is not found ready on the intimated date of readiness, the CSPTCL reserves the right to recover from the contractor the charges.
 - f) **Random testing:**
Inspection of material before dispatch or waiver of inspection will not relieve the contractor from his responsibility to supply the material strictly in accordance with the specification. If required, the Company shall have option to test the samples selected at random from the supplies affected and subject it to acceptance test as per relevant IS and Technical specifications at any standard laboratories e.g. CPRI, ERDA etc.

In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection (i.e. unused material so supplied) and the Contractor will have to refund the amount paid including taxes and duties as well as the **test charges** thereof after inspection. Such quantities or rejected materials identified shall be replaced in full by

the contractor at his own cost. CSPTCL will not be responsible for levy of taxes on such rejected material.

Stage inspection:-The CSPTCL reserves the right to carryout stage inspection during galvanization. The inspection will include verification of all raw materials, quality control process etc. Tenderers will have to confirm that they will render all assistance for this purpose.

25. 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.
26. **PENALTY:**
 - a. If the contractor fails to perform the work within the specified period i.e. 15 days for each lot given in the order or extension granted thereof, with respect of successful completion of work, the Contractor shall pay to CSPTCL as liquidated damages, a sum of half percent (0.5%) of the delayed lots price exclusive of GST of work for each calendar week or part thereof of delay on cost of uncompleted portion of the work. The total penalty shall not exceed 5% (five percent) of the total contract price exclusive of GST.
 - b. 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. 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.
28. 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 not shall this relieve the contractor of his obligations for due performance of the contract.
29. **SETTLEMENT OF DISPUTES**
 - (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.
30. **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.

- 31.** All suits / litigation for proceeding relating to any dispute of claim arising out of the course of performance of the contract shall be made only in the competent court / tribunal / Law at Raipur

32. 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, Raipur(CG) 492013 in same manner.

ANNEXURE-I
OFFER FORM / PRICE BID

The undersigned hereby tender and offer to CSPTCL for carry out the following work in the rates given below:-

Name of Work: - Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai.

SN	Particulars	QTY MT	Rate per MT	Total Amount in Rs.
1	2	3	4	5
A	Hot Dip Galvanization, embossing and grinding (if necessary) of steel tower parts at firms galvanization plant located at Raipur/ Bhilai including unloading before galvanization & loading after galvanization as per clause No. 13 (Section-II) of tender specification.	251		
Total of A				
B	GST as per clause No. 8 (Section-II) of tender specification			
	Grand Total (A + B)			
Grand Total in words – Rs.				

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.

I / We have undergone the terms & condition of the tender specification and hereby undertake to observe and abide by the terms & conditions of the tender specification.

The EMD of Rs. 82,200/- (Rs. Eighty two thousand two hundred) only vide Demand draft No. ----- dtd-----Bank----- in favour of “Manager, (RAO HQ), CSPTCL Raipur” payable at Raipur) is enclosed in a separate envelope.

Date: -----

Signature of bidder
Name & Address of the
bidder with seal

ANNEXURE –II

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-mail-
2. Whether the required earnest money has been furnished by you, if yes.
 - (i) In which form
 - (ii) Amount of earnest money furnished.
4. Have you submitted copy of certificate of Chartered Engineer.
5. Whether a list orders executed by you enclosed with full particulars of nature of work done.
6. Copy of balance sheets certified by CA for last three years or certificate of CA regarding turn-over.
7. Whether Prices/Rates are firm.
(Please quote the firm rates only).
8. What is the validity period of your offer.(Required 180 days)
9. Whether details of technical man power of head office and field organization furnished.
10. Have you furnished the power of attorney in respect of the person signing the tender on behalf of Bidder.
11. (i) Whether your firm is partnership firm.
(ii) If so, indicate the name(s) complete

address and designation of all partners.

12. Whether agreeable to furnish security deposit in the form as indicated in tender.
13. Whether you agree to clause for arranging T&P and vehicles.
14. Whether check list 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 alongwith 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.

ANNEXURE-III

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 broken 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 action 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 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 follow in accordance with the provisions of the any other law in force relating to any civil or 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
ED (C&LM)
CSPTCL, Raipur

BIDDER
CHIEF EXECUTIVE OFFICER
Department/PSU

Witness

Witness

(i).....

(i).....

.....

.....

(ii).....

(ii).....

.....

.....

CHECK-LIST

S.No .	Item	Reference	<i>Declaration</i> (strikeout whichever is not applicable)
1	Earnest money enclosed	Page No -	Yes / No
2(i)	copy of work orders and its completion certificate	Page No -	Yes / No
(ii)	Copy of balance sheets duly certified by CA for last three years or certificate of CA regarding turn-over.	Page No -	Yes / No
3.	Duly signed Un-priced / un-filled price schedule with T/c bid	Page No -	Yes / No
4.	Integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- duly signed by witness has been enclosed.	Page No -	Yes / No
5.	Bank A/c Details with cancelled cheque / vendor No. with CSPTCL.	Page No -	Yes / No
6.	Tender Book duly sealed & signed.	Page No -	Yes / No
7.	Certified copies of PAN and GST registration	Page No -	Yes/No
8.	Offer-form (Price Bid) enclosed	Page No -	Yes/No
9.	Duly signed Un-priced / un-filled price schedule with T/c bid	Page No -	Yes/No

Date

Place

Signature :

Name :

Status :

Seal of the Bidder :