

**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-457**

**Fabrication of 500 MT 132 KV & 220 KV Line  
Tower/Substation Structure Sections at Workshop Dn.  
Bhilai on Labour Contact Basis**

LAST DATE OF SALE OF TENDER	07.10.2020	17.30 Hrs.
LAST DATE OF SUBMISSION OF TENDER	08.10.2020	15.00 Hrs.
DATE & TIME OF OPENING OF TENDER	08.10.2020	15:30 Hrs

**Cost of tender Document:**

- i. Rs 1,680/- (Incl. 12% GST) Purchase from O/o ED (C&LM).
- ii. Rs 1,770/- (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, this .....day of .....20....

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, Dagania, Raipur (C.G.)

Website: [www.cspc.co.in](http://www.cspc.co.in) E-Mail- ce.eht@cspc.co.in Phone no. 0771 – 2574221, 2574224 Fax No.2574222

ED/C&amp;LM/Works/Tender/1335

Raipur, Date: 16.09.2020

**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-453	Construction of 01 No. 40 MVA X-mer bay at 132 KV S/s Dhamtari	6,500/-	1,120/-	1,180/-	07.10.20
2	TR-455	Painting work on EHV towers/Gantry of EHT:Maint. Dn. Bhilai.	36,000/-	1,680/-	1,770/-	07.10.20
3	TR-456	Construction of 01 No. 40 MVA X-mer bay at 220 KV S/s Gendpur (Kawardha)	14,300/-	1,680/-	1,770/-	26.09.20
4	TR-457	Fabrication of 500 MT EHV Line Tower / Substation Structure Sections	17,920/-	1,680/-	1,770/-	08.10.20
5	TR-458	Construction of 01 No. 40 MVA X-mer bay at 220 KV S/s Suhela	12,400/-	1,680/-	1,770/-	08.10.20

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/Rs.1,680.00 (Including GST) (non refundable)** in the form of MICR /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](http://www.cseb.gov.in/csptcl)) and required tender fee **Rs. 1,180.00/ Rs.1,770.00 (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.

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**EXECUTIVE DIRECTOR (C&LM)**  
**CSPTCL-RAIPUR**

## INSTRUCTION TO THE BIDDERS

Sealed tenders are invited from registered experienced eligible bidders for Fabrication of 500 MT 132 KV & 220 KV line tower & Sub-station Structure at (Workshop) Dn, Bhilai, detailed as below:

<b>Tender specification No.</b>	:	TR-457
<b>Due date of opening of Tender</b>	:	08.10.2020 at <b>15:30</b> Hrs.
<b>Cost of Tender Documents</b>	:	i) Rs. 1,680/- (Incl. 12% GST) Purchase from O/o ED (C&LM)  ii) Rs. 1,770/- (Incl. 18% GST) if downloaded from website
<b>Earnest money</b>	:	Rs. 17,920.00 (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.
<b>Completion Period</b>	:	05 months from the date of handing over of work.

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.
3. **No any correspondence shall be made related to documents after opening of Techno-Commercial bid.**

## **SECTION – I**

### **1. SCOPE OF WORK**

The work includes fabrication of 132 KV & 220 KV line tower sections & Sub-station Structure with shifting of materials from stacking yard to work site, cutting, punching, notching & gas cutting etc as required and then finally shifting of finished fabricated materials, cut pieces and scrape to their respective yard. However, safety and security of the machine, T&Ps and electrical installation etc will be in contractor's account and any other things like the oil, grease hand gloves, etc will be arranged by the contractor. The workmanship should also be very good quality. Any defect noticed should be rectified by the contractor at his cost.

The fabrication work shall be carried out within the premises of CSPTCL's Workshop Dn Bhilai and CSPTCL will provide all materials such as steel sections, machines, T&P and electricity free of cost.

### **2. PRE-BID QUALIFICATIONS/ REQUIREMENTS:-**

- (i) The bidder should have executed as the sole bidder for fabrication work of EHV line towers / EHV Sub-stations structures at least 250 MT cumulatively in any power utility, transmission licensee/ generating company /central/ state Govt. undertaking in India or should have worked as a Sub-Vendor of the main contractor of turnkey projects for fabrication work in any power utility transmission licensee/ generating company /central/ state Govt. undertaking in India.
- (ii) The contractor should be registered in CSPTCL/CSPDCL at least under category 'D' for construction of EHT C&M work as well as EHT S/S works.

**No any correspondence shall be made related to documents after opening of Techno-Commercial bid.**

### **3. EMD**

- (i) The bidder will submit EMD amounting Rs. 17,920.00 (Rs Seventeen Thousand Nine Hundred Twenty 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) The EMD of successful bidder will be released after finalization of tender.
- (iv) 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 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                                     |

All the above 3 No envelops will be kept in a large fourth 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 & Price 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.

## 7. **PRICE BID**

The bidder must quote their Prices in the Performa given in the Schedule-II 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 whichever is later. Bidders are requested to **quote FIRM price inclusive of all taxes & duties except GST.**
- (v) All columns shall be completely filled up properly and neatly.
- (vi) The tenders should be kept valid for a period of 120 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.
- (vii) No conditional price will be accepted.

## 8. **EVALUATION OF BIDS: -**

- (i) The evaluation of bids will be done by comparing the total of prices of work.

- (ii) 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.** Tenderers must fill up complete tender form and should submit in original duly signed all pages by the authorised person of the firm. The document should be free from over writing. Any tender not bearing the signature in all the documents accompanying the tender shall be liable for rejection. Bidder should also submit photocopy of

- a) Labour License.
- b) Income Tax details along with PAN
- c) GST Registration.
- d) EPF Registration.
- e) Employees security Insurance.

## **11. COMPLETION PERIOD: -**

The work included in this tender will have to be completed by the contractor within 05 (Five) months from the date of handing over of work.

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 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 the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller. 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 consist 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. CONTRACT AGREEMENT AND SECURITY DEPOSIT**

- 2.01 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.
- 2.02 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 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.

- 2.03 **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.

- 2.04 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.

#### **3. MANNER OF EXECUTION**

The fabrication work should be carried out at (Workshop) Dn Bhilai. Before starting the fabrication work, the contractor will have to intimate the OIC of the work.

#### **4. ENGINEER'S SUPERVISION**

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer-in-charge. If supervision of fabrication work 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.

## **5. 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, give in writing a decision thereon, and his reasons for such decision.

## **6. CONTRACT DRAWINGS**

The contractor is required to fabricate 132 KV & 220 KV line tower sections & Sub-station Structure as per drawings supplied by CSPTCL to the successful contractor in confirmatory to relevant IE Rules.

## **7. SAFETY PRECAUTIONS**

Rules and regulation should strictly be followed by the contractor and their manpower engaged on the work. The contractor has to arrange all safety appliances etc to their manpower & safety rule should be followed strictly

## **8. 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 fabrication work and to 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.

## **9. INSPECTION DURING FABRICATION**

The Engineer-in-Charge or his authorized representative(s) shall be entitled at all reasonable times, access to the contractor's premises, to inspect and supervise and test during fabrication work thereof for which all the reasonable necessary assistance shall be rendered by the contractor without any extra commitment. Such inspection will not relieve the contractor from their obligations under this contract.

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 have come to the knowledge of the Engineer. Unless

specifically provided otherwise, all tests as per relevant ISS shall be made at the contractor's works.

The contractor shall give the Engineer 7 (Seven) days clear notice of any work/material being ready for inspection/testing and the Engineer or his said representative shall, attend at the contractor's premises or works within a reasonable time.

## **10. ENGAGEMENT OF WORKERS BY CONTRACTOR**

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.

In respect of all labourers 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.

## **11. POWER TO VARY OR OMIT WORKS**

The CSPTCL shall have the right to alter, amend, omit, or otherwise vary the quantum of 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.

## **12. EXTENSION ORDER**

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.

## **13. NEGLIGENCE**

If the contractor shall neglect to execute the work 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 purchaser 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 purchaser shall be at liberty to employ other workmen, and forthwith perform such work as the contractor may have neglected to, or if the purchaser 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 purchaser 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 purchaser 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 purchaser, 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.

#### **14. DEATH BANKRUPTCY ETC.**

If the contractor shall die or commit any act of bankruptcy, or being corporation, 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 purchaser 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 purchaser 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 purchaser by notice in writing to the contractor, and the same power and provisions reserved to the purchaser in the last proceeding clause on taking of the work out of the contractor's hands shall immediately become operative.

#### **15. INSURANCE**

The materials for the fabrication work will be issued to the contractor only after submission of insurance certificate to the OIC for carrying out the execution of the fabrication of 132 & 220 kV line tower sections & Sub-station Structure works.

The bidder shall ensure following insurance : -

Workmen Compensation Insurance: - This shall protect against claims applicable against workmen's Compensation Act 1948 (Govt. of India). This liability shall

be as per statutory provisions under Workmen's Compensation & Employees Liability.

#### **16. REPLACEMENT OF DEFECTIVE WORK OR MATERIAL**

If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work, or has supplied any plant or materials inferior in quality or quantity to those specified, the contractor on receiving details of such defects or deficiency shall at his own expenses, within seven days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work or supply fresh materials up to the standard of the specification, and in case the contractor shall fail to do so, the purchaser may, on giving the contractor, seven days notice in writing of his intension to do so, proceed to remove the work or materials complained of, and at the cost of the contractor, perform all such work or supply all such materials provided that nothing in this clause shall be deemed to deprive the purchaser or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

#### **17. 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 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.

#### **18. DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses which the CSPTCL have paid, for which the contractor is liable under the contract, 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 arrears of land revenue.

#### **19. CERTIFICATE OF ENGINEER**

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate), setting forth in the order of the schedule of prices, particulars of the work executed and/or plant ready for dispatch on the date of claim, and the certificate that such plant and work is in accordance with the contract, shall be issued by the Engineer within a reasonable time.

The Engineer may, by any certificate make any correction or modification in any previous certificate, which shall have been issued, by him and payments shall be regulated and adjusted accordingly.

## **20. CERTIFICATE NOT TO AFFECT THE RIGHTS OF THE PURCHASER OR CONTRACTOR**

No certificate of the Engineer on account nor any sum paid on account by the CSPTCL, nor any extension of time for the execution of the works by the contractor under the powers granted shall affect or prejudice the rights of CSPTCL against the contractor, or relieve the contractor of his obligations for the due performance of contract, or be interpreted as approval of the work done or of the materials supplied and no certificate shall create liability in to the CSPTCL to pay for alterations, amendments, variations or additional work not ordered in writing by the Engineer, or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not or of any sum against the payment of which he is bound to indemnify the CSPTCL, not shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the CSPTCL.

## **21. SUSPENSION OF WORKS**

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

## **22. RESPONSIBILITY OF CONTRACTOR**

The contractor shall be entirely responsible for the proper handling of the structures, machines and its accessories etc in the field. Any damage to the structure & equipment during execution of the work at site, the entire responsibility will be of the contractor. During any stage of work, its cost will have to be borne by the contractor and the cost of material will be deducted from RA Bill of contractor.

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specification, Order, approved Drawing. 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 alter 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.

Anything mentioned in the specification or subsequent approval or acceptance of the work by CSPTCL the ultimate responsibility for satisfactory performance of the work shall rest with the contractor.

## **23. COMPLETION OF WORK**

Time being the essence of contract the work shall be completed within the period specified in the work order.

## **24. 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 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.

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 be liable to CSPTCL for deduction of liquidated damages for delay as per relevant clause of this contract until the project is completed.

## **25. 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 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.

## **26. 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.

## **27. TERMS OF PAYMENT**

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. 100% value of the work done **along with** GST every month shall be paid within a period of one month on presentation of the bills. However no interest shall be payable on delayed payment if any.

## **28. PENALTY FOR DELAY IN COMPLETION OF CONTRACT**

- a. If the contractor fails to perform the work within the specified period given in the order, with respect of successful completion of fabrication work the Contractor shall pay to CSPTCL as liquidated damages, a sum of half percent (0.5%) of the contract price of the uncompleted portion of the work for each calendar week or part thereof of delay. The total penalty shall not exceed 5% (five percent) of the contract price of the completed and uncompleted portion of work.
- 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.

## **29. 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.

## **30. 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.

**31. 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.

**32. 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, 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.

- 33.** The valid labour license and necessary insurance certificate of the labour should be submitted by the contractor to the OIC before commencement of work.
- 34.** The payment of manpower should be done as per Govt. / Collector rates in presence of CSPTCL's representative and concerned Division should ensure compliance of CSPTCL's circular. Payment of minimum wages shall be strictly followed by the Contractor. In case of violation of law the contract may be terminated and disciplinary and legal action will be initiated which may include forfeiture of security deposit.
- 35. **SECREC:-**** 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.
- 36.** The work will be carried out by observing all the rules and regulations regarding safety and any type of accident which if takes place 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 certificate of labour should be submitted by the contractor to the OIC of the work before commencement of work.



**37. LAWS GOVERNING CONTRACT**

The contract shall be constructed according to and subject to the Laws of India and jurisdiction of the High Court of Chhattisgarh, Raipur.

**38. JURISDICTION OF THE HIGH COURT OF CHHATTISGARH**

Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Chhattisgarh extends.

**39. 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.

## **SECTION III**

### **COMMERCIAL TERMS AND CONDITIONS**

#### **1 SCOPE**

The work includes fabrication of 132 KV & 220 KV line tower sections & Sub-station Structure with shifting of materials from stacking yard to work site, cutting, punching, notching & gas cutting etc as required and then finally shifting of finished fabricated materials, cut pieces and scrape to their respective yard. However, safety and security of the machine, T&Ps and electrical installation etc will be in contractor's account and any other things like the oil, grease hand gloves, etc will be arranged by the contractor. The workmanship should also be very good quality. Any defect noticed should be rectified by the contractor at his cost.

#### **2 PRICES AND QUANTITIES**

Prices for fabrication work are to be quoted in the manner specified in schedules appended with this 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 II of the specification.

The quantity of the work indicated is only provisional and may vary.

#### **3 TAXES & DUTIES ETC.**

- (i) **Income Tax:** - Income Tax will be deducted at source as per rules enforced.
- (ii) **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.
- (ii) **Cess Tax:** - Building Construction & Other Associated Construction Tax will be deducted as per rules enforced.
- (iv) **Any other tax:** - If any other taxes or duties become payable during the completion period of contract, the same shall be paid extra to the contractor by CSPTCL as per actual on submission of documentary evidence, having paid the same as per the rules.

#### **4 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.

#### **5 MATERIALS TO BE ARRANGED BY THE CSPTCL:**

The CSPTCL will have to arrange all materials such as steel section, Machines, T&P & electricity free of cost.

**6 MANPOWER TO BE ARRANGED BY THE CONTRACTOR:-**

The contractor will have to arrange all Manpower for execution of work covered under this specification including camping arrangement.

- 7** After completion of fabrication work, the contractor will return all the balance materials including wastage, if any, to the OIC or Site store. In case of non-return of materials, the cost prevailing as on the date shall be recovered from the contractor.

**8 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.

**9 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.

**10 CHECK LIST**

The checklist 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.

\*\*\*

## **SCHEDULE – 1**

### **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.
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 a list of orders executed by you enclosed with full particulars of nature of work done.
4. Whether certificate of competent authority as a proof of having completed fabrication work successfully have been furnished.
5. Whether a photo copy of registration under category D has been furnished.
6. Whether Prices / Rates are firm.  
(Please quote the firm rates only).
7. What is the validity period of your offer.(Required 120 days)
8. Whether details of technical man power of head office and field organization furnished.
9. Have you furnished the power of attorney in respect of the person signing the tender on behalf of Bidder.
10. (i) Whether your firm is partnership firm.

- (ii) If so, indicate the name(s) complete address and designation of all partners.
11. Whether agreeable to furnish security deposit in the form as indicated in tender.
  12. Please refer to clause 9 (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 and will be returned unopened)
  13. Whether check list has been enclosed.
  14. 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 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.

## SCHEDULE – II

TR-457

### PRICE BID

Fabrication of 500 MT 132 KV & 220 KV line tower & Sub-station Structure at (Workshop) Dn, Bhilai on labour contract basis.

S No	PARTICULARS	QTY	Unit	Rate	TOT. AMT. (in Rs)
1	2	3	4	5	6
1	Fabrication of 132 KV & 220 KV line tower & Sub-station Structure at (Workshop) Dn, Bhilai	500	MT		
<b>Total</b>					
<b>Total in words</b>					
<b>GST</b> as applicable (indicate the applicable rate in column 5 & its amount in column 6)					
<b>Grand Total</b>					
<b>Grand Total in words – Rs.</b>					

**Date :****Place :****Signature:****Name:****Date :****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.
4. **No any correspondence shall be made regarding submission of document related to PQR after opening of Techno-Commercial bid.**

## **SCHEDULE-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 month .....20..., 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 or 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 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 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 the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller. 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 at .....on.....

BUYER  
CE (C&LM)  
CSPTCL, Raipur

BIDDER  
CHIEF EXECUTIVE OFFICER  
Department/PSU

**Witness**

**Witness**

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

.....

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

.....

**CHECK-LIST**

<b>S.No</b>	<b>Item</b>	<b>Reference</b>	<b>Declaration (strikeout whichever is not applicable)</b>
1(i)	Bidder's experience/list of past fabrication work experience enclosed.	-	Yes / No
(ii)	Registration in category –D	-	Yes/No
2.	Earnest money enclosed	-	Yes / No
3.	Offer-form enclosed		Yes / No
4.	Questionnaire enclosed duly filled-in	Schedule – 1	Yes / No
5.	Bank A/c Details with cancelled cheque		Yes / No
6.	Tender Book duly sealed & signed.		Yes / No
7.	Certified copies of PAN and GST registration		Yes/No
8.	Integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- has been enclosed		Yes/No
9.	Copy of EPF Registration (Allotted by EPF commissioner)		Yes/No

Date  
Place

Signature :  
Name :  
Status :  
Seal of the Bidder:

