

**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.**

(A Govt. of Chhattisgarh undertaking) (A successor company of CSEB)

O/o CE(COMMUNICATION & TELEMETRY),CSPTCL, BHILAI

CIN- U40108CT2003SGC015820

GSTIN-22AADCC5773E1ZX

Web Site:www.cspc.co.in

TR –20/02

TENDER SPECIFICATION
FOR

Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations pertaining to Communication and Telemetry Dn, CSPTCL,Korba for a period of one year.

LAST DATE & TIME OF SUBMISSION OF TENDER

DATE: ../10/2020 (TIME 15.00 HRS)

DUE DATE & TIME OF OPENING OF TENDER

DATE: ../10/2020 (TIME 15.30 HRS)

Website: - www.cspc.co.in/csptcl

Cost of Tender Document: - Rs.1,000 + Applicable GST

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CHHATTISGARH STATE POWER TRANSMISSION CO. LTD

(A Government of Chhattisgarh Undertaking)

O/o Chief Engineer (Comm& Telemetry), Bhilai

Website : www.cspc.co.in

NO.CE(C&TM)/TR 20/02/.

Bhilai, Dated

NOTICE INVITING TENDER

Sealed tenders are invited from experienced Firms for Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations pertaining to Communication and Telemetry Dn, CSPTCL, Korba. as per the details given below: -

Sl. No.	Tender No.	Particulars	Qty. (Number of S/s)	Cost of Tender Doc. (INR)	EMD (INR)	Due Date and time
1.	TR-20/02	Annual Maintenance Contract of PLCC panels and RTUs for one year at various EHV substations pertaining to Communication and Telemetry Dn, CSPTCL, Korba for a period of one year.	25	1000.00 + applicable GST	22,000.00	15:00 hrs

NOTE:-

- In case any of the above dates is declared as holiday then the particular date will automatically get shifted to next working day.
- The quantities mentioned above are tentative & may vary according to final requirement.
- Any notice for extension of due date of tender opening shall not be published in newspapers.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 CSPC (www.cspc.co.in).

TERMS AND CONDITIONS:-

- The tender documents can be obtained from the office of the CE (Communication & Telemetry) in person on payment of cost of tender document in the form of D.D. only made out in the name of **RAO, CSPTCL, Raipur** accompanied with firm's application on its letter head. If more than one tender document is required, separate DDs should be furnished for each tender. No receipt of tender shall be issued in any case.
- The tender document can also be downloaded from official website of CSPTCL "**www.cspc.co.in**" (go through Chhattisgarh State Power Transmission Co. Ltd. - Tender Notice) and required tender fee Rs. 1120/- {(i.e. Rs1,000 /- + 12 % GST) if purchased} or Rs1180/- {(i.e. Rs1,000 /- + 18 % GST) if downloaded} in form of DD in favour of **RAO, CSPTCL, Raipur** payable at Raipur should be submitted along with cost of Earnest Money Deposit (EMD) in separate envelope. The envelope containing DDs towards cost of tender

document & EMD should be suitably super scribed “DDs containing cost of tender document and EMD”. The details of DDs should be mentioned on the outer side of the envelope also. Please note carefully that in absence of aforesaid requisite tender fee, further bid shall not be considered for opening.

- (iii) Tender documents and the detailed specification can be obtained on any working day one day prior to the due date. The tenders duly filled in shall be dropped/get dropped in the specified tender box up to 15:00 Hrs. on the due date. Any other means of delivery shall not be accepted. No receipt of tender shall be issued in any case. The tender box shall be locked/sealed at 15:00 Hrs. on the due date and shall be opened at 15:30 Hrs. on the same date.
- (iv) After publication of NIT & before the date of opening of TC Bid, corrigendum/ other information (if any) shall be displayed on our official web only. The bidders are requested to remain in contact with this office or visit our web-site for any development/ clarification/amendment issued subsequently.
- (v) CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

Website: - www.cspc.co.in/csptcl

**Chief Engineer (Communication & Telemetry)
CSPTCL: Bhilai**

TENDER FORM**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD., BHILAI (C.G.)**

Tender for Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations pertaining to Communication and Telemetry Dn, CSPTCL, Korba.

Tender document Sl.No. **TR-20/02**

Issued to M/s-----

Cost of Tender documents - **Rs.1000/-** plus GST (**Rs. One Thousand only plus applicable GST**)

{Nonrefundable}

Received vide D.D.No.....dtd.....

Name of Bank-----

Signature & Seal of Issuing Authority
C.E.(C&TM), CSPTCL, Bilai

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), Chhattisgarh State Power Transmission Co. Ltd. for Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations pertaining to Communication and Telemetry Dn, CSPTCL, Korba. Which are described or referred to in the enclosures & annexure to the specification TR-20/02 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 workmanlike manner and to perform and observe the provisions and agreements or the part of the contract contained in 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 of the Equipments, and
- (iii) All other conditions wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the CSPTCL will have the right to take the same to be advantageous for the CSPTCL. CSPTCL's decision in this regard will be final. The bidder will have the right to furnish any technical or commercial clarification after opening of the bid which may in any way alter the offered prices.

Dated, this day of

Bidder's Signature

Bidder's Address

Note:- This form duly signed & stamped should be enclosed with Commercial bid invariably in original i.e. in sheet bearing CSPTCL's officer's sign.

S E C T I O N – I

***(GENERAL INSTRUCTION TO BIDDERS, EARNEST MONEY
DEPOSIT,
PRE-QUALIFYING REQUIREMENT, EMD, TAXES ETC)***

SECTION – I

GENERAL INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK :

The scope of works consists of maintenance of PLCC panels, RTUs & Associated Cards, MFT/MFM and other associated works at various EHV substations pertaining to (C&TM)Dn, Korba for a **period of 01year**.

This consists of necessary measures to maintain the equipment, in case a fault is reported and to bring the equipment in proper operating condition. Comprehensive maintenance includes fault finding, repair or replacement of defective parts and functional checking in coordination with respective RTU reporting control centers. Break down Maintenance is to be carried out in the event of malfunctioning / non- reporting of RTUs / cards, which blocks the normal operation of the RTU.

Immediately on noticing the fault, the fault will be reported by the CSPTCL on phone/fax/email to the contractor and the details will be informed as per approved format. The fault reporting time on phone shall be taken as reference time for the purpose of Response time (RT) and up time(UT).

1.1 Scope of work for RTU

- i) Physical inspection of RTU
- ii) Cleaning of the panels.
- iii) Tightening of all the power and control connections
- iv) Checking of earthing & recommendation to improve the same if required.
- v) Checking of DC Voltage
- vi) Checking for all Telemetry Parameters
- vii) Checking for AC Voltage L-L,L-N
- viii) Rectification of fault.
- ix) Repair & Replacement of Faulty Cards/Modules(CPU,PSU,AI,DI,DO,MFT, MODEM etc.) as per requirement
- x) Analysis report of the fault
- xi) Plan for preventive measure to arrest recurrence of such faults.
- xii) Checking /re-configuration of MODEM/s at RTU and control centre ends.
- xiii) Downloading of database (APRTU/SNR) files and updating of new database in the RTU for additional bay integration work.

1.2 Scope of work for PLCC panels

- i) Physical inspection of PLCC panels
- ii) Cleaning of the panels
- iii) Tightening of all the power and control connections
- iv) Checking of earthing & recommendation to improve the same if required
- v) Checking of DC Voltage
- vi) Checking for levels at each stage AF/IF/HF in PLCC panels as well as yard equipment
- vii) Diagnosis and Rectification of fault and measurement of level thereafter.
- viii) Repair & Replacement of Faulty Cards/Modules as per requirement
- ix) Analysis report of the fault
- x) Plan for preventive measure to arrest recurrence of such faults.
- xi) Ensuring proper working of speech and telemetry data.

2. While the bidder may make all out efforts to offer for the complete scope of tender, they may please note the following: -

2.1 ACCEPTANCE OF OFFER:

The CSPTCL reserves the right to split the tender into different lots. Bidders are advised to go through the contents of specific requirement for standard conditions very carefully and in absence of non-compliance/lapse, responsibility for the same will rest on bidder.

2.2 CRITERIA FOR PLACEMENT OF ORDER:

The CSPTCL will award the contract to the successful bidder whose bid has been determined to be technically and commercially acceptable and has been determined as the lowest evaluated technically and commercially bid as per the evaluation process decided by the CSPTCL, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. The CSPTCL shall be the sole judge in this regard. Post bid price revision in any form whatsoever, will not be permitted after the price bids are opened.

3. Bidders are requested to go through our technical requirement carefully and it may be noted that furnishing of all information as required in various schedules enclosed is a must. In case any of the schedule, duly filled in, is not found furnished as required in the Schedules /Annexure the tender will be treated as incomplete, and may be liable for rejection without any correspondence by the CSPTCL.

3.1 EXTENSION ORDER:

CSPTCL reserves the right to place extension order for Annual Maintenance Contract of 50% additional quantity of substations within six months from date of order and accordingly offered prices should be taken into account for these requirements.

3.2 PRICE REDUCTION CLAUSE:

In case a fresh tender is issued for the same item before completion of supply against extension order and lower rates are received in the fresh tender, the lower rates received in the fresh tender shall be applicable to the quantity of extension order balance to be supplied also.

4.0 INSTRUCTIONS TO BIDDERS

- 4.1 Sealed Tenders in Four envelopes (each complete with all details in the manner specified together with drawings, test reports, descriptive literature if any) and declarations form duly signed by the bidder are to be submitted in the office of the **C.E (Communication and telemetry), CSPTCL, Bhilai (CG)** in double sealed cover & super scribed on each of the covers the relevant tender specification number and due date of opening as indicated in “Notice Inviting Tenders”.
- 4.2 This tender Specification is divided into following parts namely:-
- a) Section- I General Instruction to Bidders.
 - b) Section- II General Conditions of Contract& Special Conditions of Contract
 - c) Section III Technical specifications of works
 - c) Section- IV Annexures, schedules and formats, EHV S/s list etc.
 - d) Section –V Price bid Annexure.
- 4.3 CSPTCL reserves the right to alter the quantities with respect to materials/equipments/ volume at the time of placing of order.
- 4.4 Tenders will be opened in the O/o CE (Communication and telemetry), CSPTCL in the presence of the bidders or their authorised representatives (limited to two persons only with a valid authorisation from their employer). At the time of opening, the techno-commercial bid and other relevant details will be read out. Price bid of Techno commercially successful bidder would be opened at a later date with due information to all the successful bidders.
- 4.5 The bidder may deviate from the specification while quoting if in his opinion such deviation is in line with the manufacturer’s standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviations in separate sheet(s) under “Deviations/ Departures” title in Schedule- I&II.
- 4.6 Only those who have purchased / downloaded the copy of relevant Specification No. **TR-20/02**, can submit their tender. Tenders submitted by others will be rejected. The Tender form duly signed by the bidder with the seal of the company must be furnished with the bid, failing which the tender may be rejected.
- 4.7 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.
- 4.8 **PQR** - The bidding is open to Contractor / Firm who can provide satisfactory evidence of **Pre-Bid Qualifying Requirements** as per clauses given below.
- (i) The bidder should have experience of installation, testing and commissioning of RTU or PLCC panels in Indian Central or State Govt. utilities/Public sector power Utilities such as PGCIL, NTPC, State Power Companies and any Indian Power transmission licensee. The bidder shall be required to furnish detailed order/s copy of order placing authority in support of experience. The bidder / firm participating in tender should be Indian.
 - (ii) The bidder should have Minimum Average Annual Turn Over (MAAT) of **Rs. 33.00 Lacs** (in word Thirty three lakh rupees only) in best three financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20). The Annual Profit & Loss Statement and turnover of best 3 years duly certified by CA should be submitted in support of MAAT.

- (iii) The bidder is required to be registered under GST Act-2017.
- (iv) The Bidder should have valid Labour license issued by Labour Department, Govt. of C.G. for providing services of similar nature of works.
- (v) The Bidder should be registered with E.P.F. Commissioner and have valid EPF registration number.
- (vi) The Bidder should have ESIC registration certificate.

4.9 The Tenders shall be submitted in FOUR envelopes and should be enclosed in sealed cover both addressed to the CE (Communication and telemetry), CSPTCL, Bhilai. Both inner and outer cover should be sealed and super scribed with tender specification No. **TR-20/02** and date of opening.

- 1) **Envelope No. 1** should contain a covering letter with EMD & cost of tender document (if tender document is downloaded from the website),
- 2) **Envelope No. 2** shall contain the original and duplicate copy of documents in support of PQR, along with Pre-contract Integrity pact (Schedule V). It shall also contain the technical & commercial parts of the specification with Schedule I, II, III, IV-A, IV-B, IV-C, IV D, IV E, IV F V, VI, Annexure I Un-priced , Annexure II List of EHV S/s complete in all respect in duplicate copy.
- 3) **Envelope No.3** should contain the price bid in duplicate as per the enclosed Schedule complete in all respect along with discount offered if any.
- 4) **Envelope No.4** should contain all the above four envelopes.

No any envelope apart from above mentioned envelope shall be entertained.

The tender should be dropped in specified tender box, kept at the office of the Executive Director/Chief Engineer (Communication and telemetry), CSPTCL, Bhilai before due date and time of submission of tender or by post / courier. No receipt will be issued for tender received through post/courier. It is responsibility of bidder to drop/get dropped the tender in respective tender box. Any other means of delivery shall not be accepted. The tender box shall be locked/sealed at 15.00 hrs of due date and offers received after will not be accepted.

- 4.10 Tenders received after due date and time shall be returned without being opened.
- 4.11 FAX or E-mail tenders shall not be accepted under any circumstances.
- 4.12 The submitted offer by the bidders should contain page numbers along with Index.
- 4.13 **Discount (if any) offered by the bidder should be placed inside the envelope No.3 No discount offer shall be considered which is pasted or stapled/ enclosed outside the price bid envelope for the purpose of evaluation and comparative statement.**

5. EARNEST MONEY DEPOSIT:

- 5.1 The tender shall be accompanied by Earnest Money Deposit of **Rs Twenty Two Thousand only**. The Earnest Money Deposit shall be offered in the form of demand draft, subject to conditions mentioned below:-
 - i. Bank Draft to be drawn in favour of “RAO, CSPTCL, RAIPUR (CG)”.
 - ii. No interest shall be paid on Earnest Money Deposit.

- iii. No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with CSPTCL.
- iv. In the case of unsuccessful bidder, the Earnest Money will be refunded after finalization of tender. In case of successful bidder Earnest Money will be refunded only after furnishing Bank Guarantee against security deposit & its acceptance.
- v. Earnest Money will be forfeited if the bidder fails to accept the letter of intent and / or work order(s) issued in his favour.
- vi. Tenders not accompanied by Earnest Money shall be disqualified.
- vii. Cost of tender document is not refundable.
- viii. Please note that techno-commercial bid of tender will not be opened if earnest money is not deposited in form of demand draft for the value mentioned in the tender, unless exempted by the CSPTCL.

5.2 The following are exempted from payment of EMD:-

- (i) SSI units of Chhattisgarh state permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender. Copy of certificate duly notarised should be submitted.
- (ii) **Small scale units registered with NSIC:** - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender shall be liable for rejection. Incomplete certificate should not be submitted. The list of items for which certificate is valid should also be furnished and name of item mentioned in tender should appear in this list failing which tender shall be liable for rejection.
- (iii) Fully owned State Govt. /Central Govt. units, for which documentary evidence duly notarised must be furnished with offer.
- (iv) The photocopy of the NSIC/ SSI registration certificate for the tendered item duly notarised by a notary should be furnished with the offer. In case of un-notarised copy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.

It has been noticed that some bidders submit photocopy of a notarised certificate. This is not acceptable. The photocopy of valid NSIC certificate should bear original signature & stamp of Notary failing which tender shall be liable for rejection.

- (v) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.

In case the bidder withdraws his offer during the validity period or after placement of order, the Earnest Money shall be forfeited. EMD of unsuccessful bidders shall be returned after tender is decided and order is placed. EMD of the successful bidder shall be returned after submission of SD and its acceptance. No interest shall be paid on the EMD amount.

5.3 FORFEITURE OF EARNEST MONEY:-

The Bid security is required to protect CSPTCL against the risk of Bidder's conduct, which would warrant the Earnest Money's forfeiture, due to following reasons:

- a) If a Bidder withdraws his Bid during the period of Bid validity specified.
- b) In the event of refusal to accept the Letter of Intent placed by CSPTCL within the validity period.
- c) In case of a successful Bidder, if he fails to sign Agreements and fails to furnish Security Deposit as specified in the Tender Specification.

The successful Bidder's Earnest Money will be discharged only after the execution of various Agreements and Security deposit by the Bidder (as specified in this tender Specification).

- 5.4 **VALIDITY:** The bid should be kept valid for a period of **180 days** from the date of opening of the tenders as notified in the tender notice and subsequent amendment thereof, failing which the tenders will be rejected.
- 5.5 Bidders are expected to be fully conversant with the meaning of all the clauses of the specifications before submitting their tenders. In case of doubt regarding the meaning of any clause, the bidder may ask for clarification in writing from the O/o Executive Director/Chief Engineer (Communication and telemetry), CSPTCL that must reach at least 15 days before the scheduled date of opening of tender. This however, does not entitles the bidder to ask for time extension beyond due date of opening of the tender.
6. Unit Rates for services shall be quoted. No price variation shall be admissible. PRICE BID has to be submitted in prescribed format only as mentioned below: -
Unit price for AMC should be quoted should be quoted. GST should be quoted separately.
The total price for all the substations should be quoted in the relevant column.
7. The prices will be evaluated on the basis of total price, i.e. rates quoted including taxes, duties & any other charges. The total price shall be taken as final for computing the competitive rates and for all purpose.
8. The offers of those Bidders, who do not agree to CSPTCL's terms & conditions detailed in this document shall be liable for rejection. Conditional bids are not acceptable.
9. The tender document shall be available for sale in the Office of CE (Communication & Telemetry)Bhilai on payment of the cost of tender document through demand draft / cash payment on all working days up to one day prior to the due date of opening. The tender document shall also be displayed in website of the CSPC(www.cspc.co.in) under tenders section and bidders may download the tenders from the website directly. In such case, the payment of cost of tender document shall be made through demand draft along with the bid. The details are given in clause No. 5 of Section-I (General Instruction to bidders).
10. The Company reserves the right to reject any or all tenders or accept any tender in full or part, considered advantageous to the C.S. Power Transmission Co. Ltd., whether, it is lowest or not without assigning any reason whatsoever.
11. Bidders are advised to keep in mind the conditions stated in 'General instructions to bidders' at the time of filling up of tender and comply accordingly to avoid risk of rejection of tender in case of not properly complied.

12. **The bidder should ensure compliance of following points in order to avoid rejection of tender:-**

- (i) **Envelope 1** - Demand Draft towards EMD **OR** proof of exemption valid as on due date of opening duly notarized by a public notary is to be submitted in **Envelope –I**. Please note that in case of exemption claimed from EMD by the SSI units registered under NSIC/ DIC, the copy of valid certificate issued by concerned authority along with enclosures should also be furnished. The name of material mentioned in the tender should appear in this list. Further, the copy of certificate (each page) should bear original signature & seal of the Notary. Demand Draft toward tender document cost, in case tender has been downloaded from our website, shall be placed inside **Envelope-I**. In case of non-compliance of above instructions tender shall be liable for rejection.
- (ii) **Envelope-II** shall contain the original and duplicate copy of documents in support of PQR and Techno-Commercial Bid along with Pre-contract Integrity pact. (Schedule VI). It shall also contain the technical & commercial parts of the specification with Schedule I, II, III, IV-A, IV-B, IV-C, IV D, IV E, IV F, V, VI & Annexure I Un-priced, Annexure II list of EHV S/s complete in all respect in duplicate copy.
- (iii) Price bid , complete in all respect as per the price schedule of the tender is to be placed inside **Envelope-III**. Any discount offered should be inside price bid **Envelope-III** only. **No discount offer shall be considered which is pasted or stapled / enclosed outside the price bid envelope for the purpose of evaluation and comparative statement.**
- (iv) Further, each of the envelope (envelope-I, II, & III) shall be superscripted with the name of work, tender specification number, due date of opening, name and address of bidder and shall be addressed to “**The Chief Engineer (Comm. & Telemetry), CSPTCL, Bhilai**”.
- (v) All above three envelopes shall be kept in a big size **Envelope-IV** and it should be addressed to “**Chief Engineer (Comm. & Tele), CSPTCL, Bhilai**”. This envelope should be sealed and superscripted properly, stating the tender specification number, due date of opening, details of EMD, name and complete address of the bidder with phone & mobile numbers for contact.

13. **In case tender document is downloaded from website the envelope should also be superscribed “DOWNLOADED FROM WEBSITE– TENDER COST FURNISHED”**

The details mentioned above shall also be mentioned on the main envelope and shall be addressed: -

**To,
The Chief Engineer,
(Comm & Telemetry) CSPTCL,
BHILAI-3, Distt. DURG (C.G.) 490021**

Tenders being submitted must be signed by a person holding a power of attorney authorizing him to do so. The notarized copy of power of attorney should be furnished. Tenders submitted on behalf of company registered under Indian Companies Act shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by notarized copy of resolution / abstract of Article of Association/ special or general power of attorney.

14. Even after certification on the body of main envelope, if any ambiguity is found on opening of the main envelope or after opening of the Price Bids, the offer shall be rejected. In case, the above instructions are not followed properly and any of the envelopes is not available for inspection and opening, no representation at the time of tender opening will be accepted and such offers will not be considered.

15. **OPENING OF TENDERS:**

Envelope I containing Earnest Money shall be first opened on the due date & time. **Envelope-II** the bidders whose EMD are found to be as per tender specification. These bids will be scrutinized and then CSPTCL will take decision regarding opening of price bid in respect of successful Bidders. For the purpose of opening of price bid, a notice of not less than five days shall be given to the Bidders so that they may depute their representative for attending price bid opening. It may be mentioned that period of five days will be counted from the date of issue of fax intimation by us. Such intimation shall be given within a reasonable period from the date of opening of commercial and technical bids, and after its scrutiny. Only authorized representatives possessing necessary authority letter from the bidder shall be allowed to participate in the tender.

16. **PRICE BID EVALUATION:**

Bidders must quote their prices in accordance to the specification 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.

After opening of **EnvelopeII**, it shall be scrutinized and clarification shall be sought on techno-commercial matter, if required. No additional document will be entertained in clarification.

In case, clarification is not submitted by the bidder within the specified time, the CSPTCL, reserves the right not to open the price bid of such bidder. Further, in case, it is found that in spite of clarifications on techno-commercial matters, the offer does not come to a desired level, the CSPTCL, at its discretion may not open the price bid. Bidder shall therefore, have to ensure that their tender/bid is in conformity with the CSPTCL's tender specifications.

The date of opening of **Envelope-III** (Price Bid) shall be notified to the bidders **whose bids are found to commercially & technically acceptable**. CSPTCL's decision shall be final & binding on the bidder.

16.1 Over writing shall be avoided.

16.2 Overwriting, erasures and other changes shall bear the dated initial of the person signing the tender.

16.3 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 and the decision of the CSPTCL shall be final and binding on the bidder.

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

16.5 The quoted price should be kept valid for the contractual period.

16.6 All columns shall be completely filled up properly and neatly.

- 16.7 No conditional price should be quoted.
- 16.8 Rebate/discount if any, may be offered with price bid. Conditional discount/ rebate, if any offered by the bidder shall not be taken into consideration for evaluation.
- 16.9 In case the bidder makes contradictory statement in the Technical & Commercial Bid, CSPTCL will have full right to interpret/ take that statement into consideration which will be in the interest of CSPTCL.
- 16.10 The CSPTCL's decision in such case shall be final and binding on the bidders.
- 16.11 Telex/ telegraphic/ fax offers will not be considered under any circumstances.
- 16.12. Rates should be quoted in both figures and words. For evaluation the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- 16.13. In case prices for some items or all items are given as lump sum, instead of unit prices as required in the tender specifications, CSPTCL can summarily reject such incomplete tender.
- 16.14. **PRINTED TERMS & CONDITIONS IN BIDS:**
Supplier's printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.
- 16.15. **ALTERATIONS / CORRECTION IN BIDS:**
No alternations in the tender document will be permitted.
- 16.16. **INCOMPLETE BIDS:**
Tender who is incomplete or obscure is liable for rejection.
- 16.17. **AMBIGUITIES IN CONDITIONS OF BIDS:**
In case of ambiguous or self-contradictory terms/ conditions mentioned in the bid, interpretations as may be advantageous to the CSPTCL may be taken without any reference to the tender.
- 16.18. **LANGUAGE OF BIDS:**All tenders should be made either in English or in Hindi only.

17. Test Instruments and T&P:

The Bidders must furnish the following information along with technical bid: -

- (i) List of Test Instruments and T&P as per tender requirement available with the bidder.
- (ii) A confirmation letter from the bidder shall arrange Test Instruments and T&P within a month time before handing over of the substations to him in the event of award of contract.
- (ii) It may be noted in the case of damages /shortages of these Test Instruments and T&P, replacement shall be arranged by the firm immediately.
- (iii) For Test Instruments and T&P, responsibility for guarantee and obtaining immediate replacement (in case any defects are noticed and reported) will rest on the Bidder.

- 18.** It would be obligatory on the part of Bidder to enclose a schedule of Technical deviation in Schedule-II in case there are any deviations from our technical requirement. Even if no deviations are involved, a separate schedule of deviation for technical particulars should be enclosed wherein a certificate may be recorded that there are no deviations from all our technical requirements. In the event of non-compliance of this instruction, it may be noted that the CSPTCL reserves the right to reject all such offers without assigning any reason or without making any correspondence for obtaining any clarification.

19. COMMERCIAL BID:

This bid should clearly spell confirmation in regard to various commercial terms and conditions for Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations under the administrative control of EE (C&TM), Communication and Telemetry Dn, Korba. Basis of price, acceptance of various important terms and conditions for supply and questionnaire for commercial terms and conditions for supply duly filled in, will form part of commercial bid. All commercial schedules viz. commercial terms & conditions, commercial deviations, bidder's experience, details plan of supply, installation, commissioning & testing shall be furnished with this bid.

It may please be noted that it is obligatory on the part of Bidder to comply with all our commercial terms and conditions. In particular, **specific confirmation towards acceptance of following commercial terms and conditions should be furnished in the tender.**

The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule-V on non-judicial stamp paper worth Rs.250/- duly signed by the bidder along with the Techno-Commercial bid.

The bidder should give specific confirmation towards acceptance of following commercial terms and conditions should be furnished in the tender.

- 20. INTEGRITY PACT:** - The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule-V 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 contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. The Integrity Pact of unsuccessful bidder shall expire after six months from the date of the signing of the contract.

- 21. NEGOTIATION OF PRICES:** - CSPTCL reserves the right to hold negotiation with L-1 bidder as deemed necessary. Procedure adopted by CSPTCL for holding negotiation shall be final and binding on all bidders.

Although details presented in this tender specification have been compiled with all reasonable care, it is the responsibility of the bidder to satisfy himself that the information given in each section are adequate and there are no conflicts between various clauses/sections/specifications. The clarification/decision of the Executive Director/Chief Engineer (C&TM) shall be final and conclusive

22. TAXES

The bidder should furnish valid GST registration number in Schedule IV-C. In absence of GST registration, the offer shall not be accepted.

- (i) GST and other levies in respect of supplies and services under the Contract, should be indicated separately in respective columns in the Price Bid Proposal Sheet. The ITC (Input tax credit) available to bidder should be duly considered while quoting the rate. Any variation in tax rate during scheduled completion period will be on CSPTCL's account.
- (ii) **Payment of other taxes/charges which are not described above:-**The bidder should be aware of the various taxes, duties, levies imposed by the Central Government, State Government or Local Bodies applicable in this contract as on the date of TC bid opening.

Further, in the price bid, it should be specifically stated regarding each tax whether it is inclusive or exclusive. However, if there is no specific mention of any 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.

- (iii) Any variation in statutory taxes within stipulated completion period shall be in the account of CSPTCL.
- (iv) **Any other new tax:** - If any other tax or duty becomes payable during the completion period of contract,(after TC bid opening) the same shall be paid extra by CSPTCL to the contractor as per actual on submission of documentary evidence, having paid the same as per the rules. However, tax due to increase of Turnover or withdrawal of tax exemption earlier available to the vendor etc. will not be reimbursed.
- v) The contractor shall be solely responsible for payment of all taxes, duties, license fee etc.
- vi) It has been noted in past that many bidders mentioned “Nil” against the service tax or any other taxes. No such ambiguous terminology should be used in the price bid. The break-up of taxes should be clearly mentioned. In case of any such ambiguous statement, it will be presumed that rates are inclusive of taxes and no claim for such taxes shall be entertained.
- vii) **INCOME TAX:** - INCOME TAX at source as per Govt. rule will be deducted from the gross amount of each bill for which TDS may be issued once in a financial year from accounts department on request as per rule.
- viii) **APPLICABLE TAX AT THE TIME OF TC BID OPENING** - The bidder should be aware of the various taxes, duties, levies imposed by the Central Govt., State Govt. / local bodies applicable in 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 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 Govt. or by State Govt. / local authorities after the date of opening of T.C. bid, the same shall be payable by CSPTCL extra 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.

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S E C T I O N – II

(GENERAL CONDITIONS OF CONTRACT)
(SECIAL CONDITIONS OF CONTRACT)

SECTION - II
GENERAL CONDITIONS OF CONTRACT

Clause No.	PARTICULARS
01	Definition of Terms
02	Contract document
03	Manner of execution
04	Variation, additions & omissions
05	Inspection during erection
06	Completion of work
07	Contractors default liabilities
08	Force majeure
09	Extension of time
10	Terms of payment
11	Security Deposit
12	Insurance
13	Payment due from the contractor
14	Jurisdiction of High Court of Bilaspur
15	Contractors responsibility:
16	Responsibility to rectify loss & damage
17	Non-assignments
18	Certificates not to affect rights of CSPTCL
19	Settlement of dispute
20	Arbitration
21	Laws governing contract
22	Language and measures
23	Correspondence
24	Secrecy
25	Agreement
26	Time schedule & clarifications
27	Safety precautions
28	Engagement of workers by contractor
29	Prices
30	Award of contract.
31	Unsatisfactory performance
32	Compliance with regulations
33	EPF code
34	Limitation of liability

35	Engineer-in- Charge
36	Transit insurance & Risk
37	Change of Quantity
38	Compliance of Regulations
39	Pool Rate/Cartel
40	Amendment in specifications
41	Contractors Liability for loss, Damage, Accident etc
42	Safety measures
43	Law and Regulations
44	Minimum Wages
45	Death, Bankruptcy, Breach of Contract
46	Subletting of Contract
47	Compensation Under Workmen's Compensation Act

GENERAL CONDITIONS OF CONTRACT**1. DEFINITION OF TERMS:**

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

- “**CSPTCL**” shall mean the Chhattisgarh State Power Transmission Company represented through the Chief Engineer (C&TM).Bhilai
- “**The Engineer- in- Charge**” shall mean the Engineer or Engineers authorised by the Chief Engineer (C&TM) for the purpose of this contract.
- “**CSPTCL Engineer**” shall mean Engineering person or personnel authorised by the CSPTCL to supervise and inspect the erection of the sub-station.
- “**The Contractor**” shall mean the successful bidder awarded with the contract or their successors and permitted assigns.
- “**Contract Price**” shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price.
- “**General Conditions**” shall mean these General Conditions of Contract.
- “**Owner**” shall mean CSPTCL.
- “**Specification**” shall mean the specification annexed to these General Conditions of Contract and shall include the Schedules attached thereto or issued to the contract as well as all samples and patterns, if any.
- “**Month**” shall mean calendar month.
- “**Writing**” shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or under hand.
- “**Date of Tendering**” shall mean the original due date of opening of TC bid.

2. CONTRACT DOCUMENT:

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

3. MANNER OF EXECUTION:

- a) The work shall be carried out in an approved manner as outlined in the technical specification or where not outlined, in accordance with latest relevant Indian Standard Specification, to the reasonable satisfaction of the Engineer-in-charge.
- b) The contractor shall within 15 days after the date of acceptance of letter of award (LOA) submit to the CE (Comm& Telemetry), a detailed program for the execution of work for his consent. This detailed programme shall be approved by CE(Comm& Telemetry)& shall form a part of contract document. Fortnightly records of observations/issue attended shall be submitted by the contractor to O/o Engineer In Charge. The contractor shall, whenever required by CSPTCL, also provide in writing for his information if general description of

the arrangements and methods which the contractor proposes to adopt for the execution of the work.

- c) If at any time it should appear to CSPTCL that the maintenance works do not conform to the program to which consent has been given under sub-clauses (b), the contractor shall produce at the request of CSPTCL a revised program showing the modifications to such program to satisfaction of CSPTCL.

4. VARIATION, ADDITIONS & OMISSIONS:

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 variations in accordance with the rates specified in the contract, so far as they may apply.

5. INSPECTION DURING MAINTENANCE:

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

A Senior Engineer from the contractor's side shall be present during such inspection and the guide lines issued by the Engineer-in-Charge shall be noted and complied by the contractor. A copy of the inspection note and its compliance shall also be submitted to the ED/CE (Comm& Telemetry),

6. COMPLETION OF WORK:

- 6.1 The letter of handing over of the site for shall be issued by Engineer in-charge by CSPTCL.
- 6.2 Handing over of site: - Functional PLCC panels and RTUs shall be handed over to the contractor separately by Engineer-in-charge. The date of letter conveying handing over of site issued by concerning division shall be the date of handing over of site.
- 6.3 Taking over of the work:- Upon receipt of intimation about completion of the AMC period and after inspection, CSPTCL Engineer-in-charge shall issue a taking over certificate in which he shall certify the date on which the Maintenance work has been so taken over. The necessary certificate of taking over shall be issued within 30 days of the notice/intimation received from the contractor.

7. CONTRACTOR'S DEFAULT LIABILITIES:

- 7.1 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 specified in the contract agreement or within the period for which extension has been granted by CSPTCL to the contractor
 - and / or
 - (iii) comply with any of the provisions of this contract.

CSPTCL under the provisions of this contract shall take one or more of the following penal actions:-

- (a) Terminate the contract
- (b) Forfeiture of security deposit, if available or EMD.
- (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 the maintenance is not commensurate with tender specifications, 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 or EMD.
 - (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 till the liabilities as per tender conditions are settled.
 - (f) The payment of pending RA bills of the other running contracts shall also be withheld till settlement of all liabilities of the instant contract.
- (III) In case the work is not carried out in accordance to relevant clause of the tender 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 unjustified delay as per relevant clause of this contract until the work is completed.

8. FORCE MAJEURE:

The contractor shall not be liable for any liquidated damages 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 etc provided that the contractor shall, within 02 (two) days from the beginning of such delay, notify CSPTCL in writing, the cause of delay. CSPTCL shall verify the facts and grant relief to contractor from penalty if reasons of delay found justified.

9. EXTENSION OF TIME:

If the maintenance work is delayed due to reason beyond the control of the contractor, the contractor shall without delay give notice/intimation to CSPTCL in writing of his claim for relief from penalty. CSPTCL on receipt of such notice/ intimation may consider the case with or without levy of liquidated damages as may be reasonable but without prejudice to other terms and conditions of the contract.

10. TERMS OF PAYMENT:

The payment on bills on monthly basis will be allowed.

- (a) The payments shall be made through RTGS/NEFT. Please furnish following details :-
 - (i) Name of Bank and its address.
 - (ii) Bank A/c Number.
 - (iii) Bank IFSC Number.
 - (iv) E-mail ID & mobile number of Principal officer.
- (b) The contractor shall also furnish copy of the letter issued by order placing authority for claiming the payment.

11. SECURITY DEPOSIT:

The contractor shall furnish a bank guarantee from a nationalized/scheduled bank for an amount of 10% (ten percent) of the cost of the contract (including GST) as a contract

security. This bank guarantee shall be submitted exceeding the scheduled completion date by two months with claim period of six months within 30 days of receipt of individual orders and shall be kept valid for a period.

- a. In case the contract is extended by CSPTCL, the contractor will be required to extend the validity of BG well in advance for atleast for six months or period of expected delay plus six months claim period, whichever is more. This extension in validity will be at contractor's cost only. The validity of the bank guarantee shall be 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 shall be from a Nationalised/ Scheduled Bank 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 security deposit shall be forfeited.
- b. The security deposit will be released only after completion of contract period and issue of No dues certificate from the Executive Engineer in charge of work.
- c. In the event of contractor committing a breach on any of the terms & conditions laid down in the contract at any time for enforcement in their duties, CSPTCL may forfeit security deposit and cancel the order by giving notice in writing in this behalf. Any dispute arising out of this contract is to be referred to CSPTCL whose decision in the matter shall be final and binding on contractor.

12. INSURANCE:

- 12.1 The contractor shall arrange insurance coverage for his test instruments & T&P.
- 12.2 The contractor shall take up insurance or such other measures of his work force which covers the claim for damage arising under workmen's compensation Act and other applicable State/Central laws. CSPTCL shall not bear any responsibility on this account.

The contractor shall ensure following insurances also :-

Workmen compensation insurance	:	This shall protect against claims applicable against workmen's Compensation Act, 1948 (Govt of India)
Workmen's compensation	:	As per statutory provisions
Employees liability	:	As per statutory provisions

- 12.3 The contractor shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the CSPTCL with any of the Nationalized General Insurance Companies all liabilities under the Workmen's Compensation Act in respect of death or bodily injury payable to any worker and damage to property of the third persons.
- 12.4 During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this insurance policy on foot and deliver to the CSPTCL the receipt of such payment within seven days after the same shall have become due.
In the event of the contractor refusing or neglecting to effect insurance as aforesaid, it shall be lawful for CSPTCL, to effect the insurance as aforesaid and pay the premium thereon and deduct the cost of such insurance or the amount of premium so paid from time to time from any sums payable to the contractor under this contract.
- 12.5 Provided further that if the contractor or CSPTCL has not affected such insurance, the liability for any such loss occurring due to causes mentioned under (a) above, shall be that of the contractor and it shall be lawful for CSPTCL to deduct by way of penalty the whole

cost, if the insurance including the premium that would have been paid from time to time any sums payable to the contractor under this contract, has such an insurance been effected.

13. PAYMENT DUE FROM THE CONTRACTOR:

All costs of damages for which the contractor is liable to CSPTCL will be deducted by CSPTCL from any amount due to the contractor under the contract.

14. JURISDICTION OF THE HIGH COURT OF BILASPUR:

Suit, if any, arising out of this contract shall be filed by either party in a Court of Law at Raipur within the jurisdiction of the High Court of Bilaspur & district court at durg.

15. CONTRACTOR'S RESPONSIBILITY:

Notwithstanding 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.

16. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE:

If any loss or damage happens to the work or any part thereof or materials/ plant/equipments during maintenance activity due to negligence of contractor+, the contractor shall be responsible for the damage / loss and he shall at his own cost shall rectify / repair or replace the same for which the contract may arrange necessary insurance cover at his cost.

17. NON-ASSIGNMENTS:

The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof.

The contractor for ease and expeditious completion of the assigned works, may appoint various agencies/sub-vendors. The intimation for appointment of such agencies/ sub-vendors should be furnished to order placing authorities.

CSPTCL shall not be responsible for payment of any dues to these agencies / sub-vendors appointed by the contractor and also default of any statutory requirement.

18. CERTIFICATES NOT TO AFFECT RIGHTS OF CSPTCL:

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

19. SETTLEMENT OF DISPUTES:

19.1 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.

19.2 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

20. ARBITRATION:

- i. No dispute or difference arising between the contractor and CSPTCL 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.

- ii. Where any dispute is not resolved amicably then such dispute shall be referred to & settled by Arbitration under and in accordance with the provisions of 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 failing 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.
 - iii. 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.
 - iv. 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 CSPTCL shall be withheld on account of such proceedings except to the extent which may be in dispute and CSPTCL shall be entitled to make recoveries of amounts, if any, due from the Contactor, as per the provisions of the Contract.
- 21. LAWS GOVERNING CONTRACT:**
The contract shall be governed according to and subject to the Laws of India and jurisdiction of the High Court of Bilaspur & Civil Court at Durg.
- 22. LANGUAGE AND MEASURES:**
All documents pertaining to the Contract including specifications, Annexures / schedules, notice correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.
- 23. CORRESPONDENCE:**
- 23.1 Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorised local representative of the contractor and copy by post to the contractor's place of business.
 - 23.2 Any notice to CSPTCL shall be served to the ED/Chief Engineer (Comm.& Telemetry), CSPTCL, Bhilai in same manner.
- 24. SECRECY:**
The contractor shall treat the details of the specification and other documents as private and confidential and they shall not be reproduced without written authorisation from CSPTCL.
- 25. AGREEMENT:**
The contractor will execute an agreement with the ED/C.E. (Comm & Telemetry) on non-judicial stamp paper worth Rs. 250/- with a revenue stamp of Rs. 1/- affixed on it, as per the proforma enclosed with this tender document. The cost of stamp paper etc. shall be borne by the contractor. The agreement is to be executed within 15 days from the date of order for execution of contract.
- 26. TIME SCHEDULE & CLARIFICATIONS: -**
- a) It is necessary that the tender documents are read by Bidders carefully and clarifications, if any, required before furnishing of tenders is promptly obtained. For any delay in this regard, Company will not be responsible and any request for extension of due date will not be entertained.

- b) The contractor should ask clarification before submitting the tender, otherwise whatever is beneficial to CSPTCL shall be considered and decision of CSPTCL shall be final in this regard.

27. SAFETY PRECAUTIONS:

The contractor shall strictly follow the stipulations contained in the latest editions of relevant Indian Standard Safety code.

28. ENGAGEMENT OF WORKERS BY CONTRACTOR:-

- a) The contractor shall at his own expense provide or arrange for the provision of safety tools/measure for the work which the contractor has undertaken to execute under this contract to the satisfaction of Engineer-in-charge.
- b) The contractor shall submit a statement to the Engineer-in-charge showing:-
1. Number of Labours 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 by them. The contractor should intimate all concerned about any accident & take immediate actions as governed by Rules.

Failure to supply such information or supplying materially incorrect statements may amount to breach of contract. The decision of the Engineer-in-charge shall be determining whether a breach has taken place.

- c) In respect of all labourers employed in the works, the contractor shall comply with all the rules framed by the Government from time to time for the protection of Health and Sanitary arrangement of the workers.

29. PRICES:-

- 29.1 The quoted price should be kept valid till the completion of the project. Bidders are requested to quote price only in the prescribed formats showing unit rate and GST.

The prices should be offered on FIRM basis.

- 29.2 The quoted prices should be clearly mentioning unit Price and GST making total unit price chargeable for the items quoted.

It may please be noted that statutory variations due to Govt. Regulation in the rate of GST shall be permitted by CSPTCL.

30. AWARD OF CONTRACT:-

The contract will be awarded to the successful bidder, (also referred as L-1 bidder), whose bid has been evaluated to be the lowest. However, CSPTCL reserves its right to accept or reject any or all the offers, in part or full, without assigning any reason whatsoever.

31. UNSATISFACTORY PERFORMANCE:

The bidder(s) who have been debarred/ blacklisted for future business with CSPTCL/ or any other successor power companies of erstwhile CSEB, or found to violate any provision(s) contained in the tender document during any stage of bid or during pre-contract stage, their bid shall not be considered for further evaluation and the bidder can be disqualified from tender process or the contract, if already awarded, can be terminated for such reason.

32. COMPLIANCE WITH REGULATIONS:-

Unless otherwise specified, all works shall be carried out in accordance with the Indian Electricity Rules 2003 OR revision thereof which may be issued during the period of contract.

33. E.P.F. CODE:

The contractor shall submit EPF code allotted by EPF Commissioner to the Engineer-in-charge of the work.

34. LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful misconduct,

- (a) the Contractor and CSPTCL shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to CSPTCL

and

- (b) the aggregate liability of the Contractor to CSPTCL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify CSPTCL with respect to patent infringement.

35. ENGINEER-IN-CHARGE:

The Executive Engineer (Communication & Telemetry), CSPTCL, Korbawill be Engineer-in-Charge.

36. TRANSIT INSURANCE & RISK:

Responsibility regarding covering of risk, during transit shall entirely be on the contractor. The CSPTCL, shall in any case, not bear the transit risk/ transit insurance charges.

37. CHANGE OF QUANTITY:

CSPTCL reserves the right to vary the quantities of any or all the items as specified in the technical specifications/schedules as may be necessary based on requirement. No correspondence shall be entered into regarding quantity variation.

38. COMPLIANCE OF REGULATIONS:

The supplier shall warranty that all services covered under this tender are in strict compliance with all applicable rules, regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements as applicable from time to time.

39. POOL RATE / CARTEL:

Formation of bidder's cartel is strictly prohibited. "Cartel" includes an association of sellers, distributors, traders or service providers who by agreement amongst themselves, limit, control or attempt to control the production, distribution, sale or price of or trade in goods or provision of services, Here, "agreement" includes any arrangement or understanding or action, whether or not is formal or in writing.

Quoting same rates i.e. pool rate is not acceptable. In case the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be outrightly rejected. However, if rates of two bidders are found to be same, quantity of orders to be placed on them will be reduced to half of the quantity a bidder is entitled to be allocated by virtue of

their common rank. But, in case of multi-item tender, if rates of even two bidders for more than one item are found to be same, it will be considered as deliberate cartel and offers of both the bidders shall be rejected. Accordingly, all the bidders are advised to quote their own individual and most competitive rates.

Rated received in a tender will be minutely scrutinized to find out as to whether some or all bidders have entered in to any such 'agreement'. If CSPTCL is satisfied with the conclusion that some or all the bidders have formed a cartel, offers of all such bidders shall be rejected.

40. AMENDMENT IN SPECIFICATIONS:

CSPTCL may revise or amend the specification and drawing, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be communicated to all the bidders as amendment/ addendum to the invitation of tender and the same will be displayed in CSPTCL's website also.

41. CONTRACTOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC:

The contractor shall indemnify and save the CSPTCL against all actions, suits, claims, demands, cost of expenses arising in connection with injury suffered prior to the date, when work shall have been taken over by person employed by the contractor/his sub-contractor on the works whether under the general law or under the Workmen's Compensation Act 1923 or any other statutory provision in law in force, dealing with the question of the liability of the employer and shall take steps to ensure against any claim there under.

On the occurrence of any accident, which may result in death of any such workman (fatal accident), the contractor within 24 hours of happening of such accident, intimate in writing to the Engineer-in-Charge, the facts of such accident. The contractor shall indemnify the CSPTCL against all loss or damage sustained by the CSPTCL resulting in direct penalties/fine/if any, payable by the CSPTCL as consequence of the CSPTCL's failure to give notice under Workmen's Compensation Act or otherwise to confirm the provisions of the Act in regards to such accidents.

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

In the event of an accident, in respect of which compensation may become payable under Workmen's Compensation Act 1923, whether by the contractor or by the CSPTCL as principal employer. It shall be lawful for the Engineer-in-Charge to retain amount of money as may in his opinion shall be final in regard of all matters arising under clause.

The amount of all cost, damage or expenses or other sum, which under this or any other contract, due to contractor or if payable by the CSPTCL, may be deducted by the CSPTCL from any money due or becoming due to the contractor or recover the same by ordinary process of law.

42. SAFETY MEASURES:

To avoid any undesirable incidence: -

- a) Only trained and experienced person on relevant field / work may be deputed to carry out the work under direct supervision of engineer-in-charge.
- b) Contractor shall be fully responsible for observing the security / safety rules and maintaining the required discipline during the contract period.

- c) As this work is to be carried out in the protected area, it should be ensured that there is no damage to any of the erected equipment / appliances etc.

43. LAWS AND REGULATIONS:

The contractor shall be responsible for the compliance of all statutory obligations under the Factory Act, Contract Labour (Regulation & Abolition) Act, Contract Labour (Regulation & Abolition) Rule 1973, Minimum Wages Act, Payment of Wages Act or any other law imposed by the Government. It will be responsibility of the contractor to maintain various registers/records required under various Acts and has to produce the same to the Engineer-in-Charge or to the inspection authorities of the Government, on demand at any time.

The labour engaged by the contractor shall be bound by the provisions of the legislation whether Central or State, as in force operative in the State of Chhattisgarh, in case of any default on the part of contractor or his agent of any to the provisions of such laws. If the CSPTCL is required to incur any expenditure, liabilities arising therefrom; the CSPTCL may deduct and recover the same out of any sum due or becoming due to the contractor in respect of this contract. The decision of the CSPTCL that any sums have become payable hereunder and the amount, which has become payable shall be final and binding on the contractor.

If any penalty is imposed on occupier / factory manager due to non-compliance of factory rules and labour laws, the payment of the same shall have to be made by contractor.

As per requirement of contract-Labour (Regulation and abolition) Act 1970 and its modification till date the contractor will have to maintain certain Register and records giving particulars of the contract, Labour employed, the nature of work performed by the contractor, the rates of wages paid to contract Labour etc. In addition to this, a notice containing particulars about the Hours of work, nature of duties etc. will have to display by the contractor in their working area.

The formats of register, records & notices have been prescribed under the rules made under contract Labour (Regulation & Abolition) Act. 1970. Some of the Registers, which are prescribed, are given below and should be maintained by the contractor and on demand the same may be submitted.

i.	Employment Card Register	—	XIII.
ii.	Register of wages form	—	XVII.
iii.	Register of deduction	—	XX
iv.	Register of O.T. form	—	XXIII.
v.	Register of fine form	—	XXII
vi.	Register of Adv. form	—	XII.
vii.	Register of safety appliances		
viii.	Register of EPF deduction & deposition.		

The contractor shall display the extracts of contract labour (Regulation & Abolition) Act. 1970 in languages spoken by majority of the workers. Submission of return - The contractor shall send half yearly return in the Form XXIV in duplicate to the aforesaid Licensing officer under intimation to the Principal employer. Penal Provision - Violation of the above Rules under the contract labour (Regulation & Abolition) Act 1970 attracts penalties under the Act.

44. MINIMUM WAGES:

The contractor shall pay not less than minimum wages to the labours engaged by him on the work. Minimum wages means the wages prescribed by the State or labour department of the district or place in which work is to be done.

The Engineer-in-Charge shall have the right to deduct any sum of money due to the contractor for making good the loss suffered by a worker/workers by reason of non-fulfillment of the conditions of the contract for the benefit to the workers, non-payments of wages or deduction from his or their wages, which are not justified by their terms of contract or non-observance of the regulations.

The contractor shall primarily be liable for all payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

The regulation shall be deemed to be a part of the contract and any breach there of shall be deemed to be the breach of contract. The contractor shall disburse the wages to his workers within the time limit prescribed under the provisions of payment of Wages Act 1936 or any other similar law in force as amended up to date.

45. DEATH, BANKRUPTCY, BREACH OF CONTRACT:

If the contractor dies or become insolvent or is bankrupt or receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commit an act insolvency or bankruptcy or being a corporation pass a resolution or be ordered to wound up or have receiver of its business appointed, or commit a breach of contract, CSPTCL shall be entitled forth with by writing to the contractor or his assigns or legal representative to determine the contract and the CSPTCL may in the event complete the contract in such time and manner and by such persons as the CSPTCL shall think fit at the risk cost and liability of the contractor.

46. SUBLETING OF CONTRACT:

The contract as a whole or any part thereof shall not be assigned or sublet, without written permission of the CSPTCL or its authorized nominee. In case, such permission is granted, it shall under no circumstances recognize the sub-contractors and responsibility of executing the work according to the specifications shall entirely rest with the principal contractor.

47. COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:

In every case in which by virtue of the provision of Section 12, sub section (1) of the Workmen's Compensation Act 1923, the CSPTCL is obliged to pay compensation to workmen employed by the contractor in execution of the work, the CSPTCL will recover from the contractor, the amount of the compensation so paid without prejudice to the right of the CSPTCL under section 12 sub section (2) of the said Act. The CSPTCL shall be at liberty to recover such amount or any part hereof by deducting it from the Security Deposit or from any sum due by the CSPTCL to the contractor against it under section 12 subsection (1) of the said Act, except on the written request of the contractor and upon his having given to the CSPTCL full security for all costs for which the CSPTCL might become liable in consequence of contesting such claim.

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

- 1. The Special (Commercial) Conditions of Contract (SCC) shall supplement General Conditions of Contract (GCC) and wherever there is a conflict, the provisions herein shall prevail over those in Section pertaining to General (Commercial) Conditions of Contract (GCC).**

- 1.1 The contractor shall nominate a qualified and experienced Engineer In-charge resident at CSPTCL, Korba. Minimum Two (02) qualified graduate engineers shall be posted at Korba to attend the fault expeditiously. These engineers shall report at the O/o EE (C&TM) Dn, Korba during office hours.

S No	Name of post	Qualification	Number
1	Service Engineer	BE in (Electronics and Communication) or (Electrical & Electronics) or equivalent	02

- 1.2 This however, does not relieve contractor for assessing their actual manpower requirement more than specified above, for rectification of fault within stipulated RT and UT. The Engineer I/C at Communication and Telemetry Division, Korba shall be solely responsible for coordination with all its service engineers available at various sites for rectification of faults. The Engineer I/C shall be adequately supported by technical staff for quick restoration of the system. Engineer I/C shall arrange for adequate transportation for their staff as per work demand.

1.3 PENALTY

- a. Absence of any or both the service engineers from duty shall invite imposition of penalty on pro rata basis. Absence of engineer(s) from duty shall invite a penalty = {(Quoted price for all the substations for one year (in Rs) excluding GST/2*365) * number of engineer absentee days in a month}. This penalty shall be deducted from monthly invoice (excluding GST).
- b. The service engineers shall be allowed to avail national holidays as well as weekly off on Sundays. However, in the event of any reporting of a major fault in any of the S/s, the contractor shall attend the same on holidays at the call of Engineer In charge. In the eventuality of any engineer proceeding on leave, the contractor shall arrange for another experienced engineer suitable for the job as replacement. The credentials of this replacement shall be got approved by CSPTCL's Engineer In Charge.
- c. Contractor shall depute his engineer so as to reach the S/s faulty site within 8 Hrs. This response time is in case of RTU not reporting to SLDC/PLCC not responding. Uptime/rectification time of the fault shall be 4 Hrs after access to the site.
- d. The response time for other type of faults (Analog/Digital data not coming correct/Data validation) shall be 24 Hrs. Uptime/rectification time of the fault shall be 4 Hrs after access to the site.
- e. In case of no action in accepted timeline, penalty per hour at the rate of Rs100 per hour of unjustified delay per S/s site subject to the maximum of Rs 500 per day for every breach will be deducted by CSPTCL from the amount due to contractor for maintenance.
- f. Up to 24 hrs of reporting of non-compliance related to above specific instance will be treated as 1 **minor performance deviation** and further non-completion of activity for rectification of that deviation in every 3 days will be treated as single instance.
- g. S/s telemetry data failure due to unsatisfactory support in Site up keep activities which

- leads to prolonged outage for more than 12 hrs will be treated as **major deviation** and penalty @ Rs 100 per hour of unjustified delay per S/s site subject to the maximum of Rs 1500 per day for site upkeep activities breach will be deducted by CSPTCL from the amount due to contractor for maintenance.
- h. Faulty Card/Units need to be deposited at designated centre as per requirement & repaired unit is to be collected within 24 hours. Any unjustified delay more than that will be counted as one instance of minor deviation and penalty @of Rs 100 per day will be charged for delay per S/s site subject to the maximum of Rs 500 per day for every breach.
 - i. Replacement of the faulty modules with repaired Modules as per instructions of Engineer In charge within 24 hours after collection of repaired module is mandatory and any delay resulting in downtime of equipment because of Non-replacement of control card will be counted as major deviation and will be charged @ Rs 100 per hour of unjustified delay per S/s site subject to the maximum of Rs 500 per day for every breach.
 - j. S/s wise monthly capping of 10% of the invoice value of the relevant invoice period is applicable in respect of penalties due to Minor Performance Deviations. Penalties being charged for Major Performance Deviations attributable to the contractor will be capped to 15% of the S/s wise monthly invoice value of the relevant invoice period.
 - k. Grand Total of penalties listed above shall not exceed the monthly invoice value.
 - l. If the total penalties reach the capping limit consecutively for three months, CSPTCL will have the right to terminate the contract without any further notice.
- 1.4 In case of PLCC Link failure due to issues at other end, details of visual alarm noticed to be communicated to the Engineer-In-charge.
 - 1.5 In case of any fault related to software / PLCC link at the site, fault will be rectified by the contractor.
 - 1.6 Earth Connectivity available at PLCC/RTU panels is to be checked and record maintained.
 - 1.7 The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication.
 - 1.8 The Contractor's team shall provide assistance in handling of minor store items, examination of 48 V battery charger and recording observation on it.
 - 1.9 The Contractor shall ensure Level adjustment of PLCC as per requirement for optimization.
 - 1.10 The Contractor shall do checking & correction of RF cables/wrap, LMU, removal of bird/honeybee/wasp nest/plants.
 - 1.11 The Contractor shall carry out any other activity with minor modification as per guidance of CSPTCL.
 - 1.12 If any fraudulent activity by the personnel deployed is detected by CSPTCL authorized personnel/officer, then the contractor is liable to pay penalty as assessed by CSPTCL i.e. the cost of consequential damages to installation(s) would be deducted at actual, from the bidder's bill. This will be over and above the other penalties and will not be subject to capping if any.
 - 1.13 For any tendered work not attended in time, CSPTCL will have the right to get it done from external resources and payment made to them will be recovered from contractor.
 - 1.14 Maintenance of PLCC/RTU panels for keeping site in working condition. It will include general maintenance of site like sweeping, cleaning, security and upkeep of all types of PLCC/RTU equipment including LMU, shelter/outdoor cabinet. This also include bush cutting in the yard near LMU sites in open area.
 - 1.15 The contractor shall ensure tightening of all nuts /screws in interconnecting point of each

- panel, once in three months.
- 1.16 The contractor has to provide related testing equipments to discharge the functions listed.
 - 1.17 All tools& Cleaning material to be provided by the contractor.
 - 1.18 The contractor shall ensure routine check of cooling systems available at site and other Equipments and record the same in prescribed log book as per the periodicity defined for the visit as per tender.
 - 1.19 The contractor shall ensure reporting of any alarms/faults/untoward incident to the concerned officer. Up to 24 hrs of reporting of non-compliance related to above specific instance will be treated as 1 minor deviation and further non completion of activity for rectification of that deviation in every 3 days will be treated as single instance.
 - 1.20 All the tools and test equipments and craft terminal/ laptop with connecting cables to equipment, vacuum cleaner/air blower, basic tool kit with screwdriver/spanner/tester etc. required for conduct of above responsibilities shall be the scope of the contractor.
 - 1.21 There should be minimum two visits per site per month.
 - 1.22 The Engineers utilized by the contractor should preferably be a resident of CG state with adequate knowledge of PLCC panels of ABB/BPL/Puncom make etc. and RTUs of ABB/Chemtrol make etc
 - 1.23 CSPTCL also reserves the right to terminate this agreement at any time, by giving an advance notice of one month.
 - 1.24 The exact address details of all the EHV Substations and details of PLCC/RTU panels will be given while signing the contract.
 - 1.25 CSPTCL reserves the right to vary the quantity of EHV Substations or the time duration of the contract as per relevant tender clauses.
 - 1.26 CSPTCL reserves the right to change the S/s locations under the contract, with 7days'notice.The contractor has to continue the support as per this contract in the changed locations.
 - 1.27 The contractor shall engage sufficient number of Persons in addition to two numbers of specialist engineers, if required,to support the services as per this contract.
 - 1.28 The contractor shall provide proper identity card to the persons utilized.
 - 1.29 The contractor shall support/co-ordinate with other agencies working at the S/s sites, (which) who are authorized by the CSPTCL.
 - 1.30 No staff deployed directly or indirectly by the contractor for the CONTRACT service would have any claim in anyway forgetting future employment in CSPTCL.
 - 1.31 The contractor will also maintain the logbook for each site (to be kept with CSPTCL) where in the routine visits/ checks, activities done as part of PLCC/RTU panel Upkeep, troubleshooting details, routine fortnightly visit details are to be entered on a regular basis. The same shall be countersigned by the concerned CSPTCL in-charge for reference.
 - 1.32 Officer in charge/duty officer of the S/s site will carefully monitor the entries and countersign the logbook periodically.
 - 1.33 The contractor shall also maintain a consolidated record of the activities carried out as per this contract, a copy of which along with performance reports from field unit is to be submitted along with the invoice for payment on a monthly basis.
 - 1.34 In order to ensure the security of the network, contractor will be required to submit the signed Non- Disclosure document.
 - 1.35 The payment will be made subject to availability of funds after processing through SAP System.

- 1.36 The contractor shall ensure that the agencies or any other representative concerned for support strictly adheres to the following policy of CSPTCL:
- a. Any change on equipment shall only be performed by the contractor after notification and Approval by CSPTCL.
 - b. Passwords/locking system on any equipment will be set by CSPTCL representatives and should not be changed by bidder's representative without the approval from concerned CSPTCL officer.
 - c. The contractor shall notify CSPTCL, when its employee who has access to CSPTCL Equipment/configuration leaves the company or is transferred to another position which no longer requires access.
 - d. The contractor or its representatives shall not make a change on any system that is not directly related to his job/duty.

Note: -GST will be imposed separately on the penalties, which are described in the tender document).

2.0 CONTRACTOR'S OBLIGATIONS:-

- 2.1 All contractor/representatives will report to competent Authority through the Engineer In Charge appointed.
- 2.2 The contractor shall comply with all applicable laws, bylaws, rules, regulations, orders, directions, notifications etc of the Govt./Court/Tribunals and shall also comply with all directions issued by CSPTCL and provide CSPTCL with all information and cooperation that CSPTCL may reasonably require from time to time.
- 2.3 The contractor has to fully cooperate with CSPTCL to investigate any complaint from the public/staff.
- 2.4 The Contractor shall be liable for any theft; sabotage etc. of CSPTCL property and the damages/losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
- 2.5 The Contractor agrees to protect, defend, indemnify and hold harmless CSPTCL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regular or applicable. This clause shall survive even on the termination or expiry of this agreement.
- 2.6 CSPTCL Shall not be liable for any act of commission or omission of any third party. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of CSPTCL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit/payment to the contract or etc.
- 2.7 The Contractor will be bound by all the aspects and legal issues relating to the labour laws.
- 2.8 The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.

3.0 CSPTCL will not have obligation: -

- 3.1 No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the contractor shall indemnify CSPTCL against any/all claims which may arise under the

provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.

- 3.2 CSPTCL will not be responsible for theft, burglary, fire or any mischievous deeds by contractor's staff.
- 3.3 Contractor shall be the employer for his workers and CSPTCL will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

4.0 OPERATIONAL CONDITIONS

- 4.1 Contractor will not engage manpower below the age of 18 years.
- 4.2 The contractor shall not claim any extra amount for travelling/overtime allowances and charges for materials used by him and will not be entitled to get compensation for any extra payment and charges for labour he will employ at his own cost or for idle labour and transport or loss or deterioration of materials.
- 4.3 The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the CSPTCL.
- 4.4 CSPTCL shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation. The contractor shall be fully responsible for it.
- 4.5 The manpower deployed by the contractor shall not have any claims of Master and Servant relationship with CSPTCL, nor shall have any principal and agent relationship with or against the CSPTCL. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular/confirmed manpower during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or/ and will have any claim for absorption in the regular/otherwise capacity in the CSPTCL. The Contractor should make it known the above to the manpower of the contractor.
- 4.6 The contractor shall be solely responsible for redress of grievances/resolution of dispute relating to the manpower deployed.
- 4.7 The Contractor shall provide laminated Photo ID cards to all his persons, at his own expense mentioning name of company. CSPTCL name & logo etc will not be used on ID card.
- 4.8 The contractor shall not depute any personnel other than what he has declared for carrying out work at any stage. If at any stage it is found that the contractor has violated this condition, the Tender agreement shall be cancelled and it enables forfeiture of the security deposit.
- 4.9 The contractor shall be fully responsible for the safe custody of the equipment / stores. The contractor shall be responsible for any damage/theft/misplacement/other eventful happenings and he shall compensate equivalent amount for the loss.
- 4.10 The contractor shall ensure proper supervision of the work and co-ordinate with the respective Officer-in-charge in the execution of the work.
- 4.11 Any tools, accessories used by the contractor, found not suitable, shall be removed from the site, replacing with good quality ones. The decision in this regard by the site engineer shall be final and binding.
- 4.12 The contractor should also ensure the workers against injuries. Necessary First Aid Box

should be made available at work site. Also indemnify CSPTCL of any such compensation. All such safety devices should be made available by the contractor at his cost.

5. CSPTCL'S RESPONSIBILITY

- 5.1 CSPTCL shall nominate an Engineer I/C who shall be sole coordinator and interface between CSPTCL and the contractor.
- 5.2 CSPTCL shall provide transport facility for contractor's team.
- 5.3 CSPTCL shall arrange security passes/ permissions required by Contractors' maintenance engineers for all sites.

SECTION - III

TECHNICAL SPECIFICATION

FOR

Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations under the administrative control of EE (C&TM), Communication and Telemetry Dn, Korba.

1. GENERAL:

1.1 The scope of works consists of maintenance of PLCC panels, RTUs & Associated Cards, MFT/MFM and other associated works at various EHV substations under the administrative control of EE (C&TM), Korba for a period of 01year.

This consists of necessary measures to maintain the equipment, in case a fault is reported, and to bring the equipment in proper operating condition. Comprehensive maintenance includes fault finding, repair or replacement of defective parts and functional checking in coordination with respective RTU reporting control centers. Break down Maintenance is to be carried out in the event of malfunctioning / non- reporting of RTUs / cards, which blocks the normal operation of the RTU.

Immediately on noticing the fault, the fault will be reported by the CSPTCL on phone/fax/email to the contractor and the details will be informed as per approved format. The fault reporting time on phone shall be taken as reference time for the purpose of Response time (RT) and up time(UT).

1.2 Scope of work for RTU

- i) Physical inspection of RTU
- ii) Cleaning of the panels.
- iii) Tightening of all the power and control connections
- iv) Checking of earthing & recommendation to improve the same if required.
- v) Checking of DC Voltage
- vi) Checking for all Telemetry Parameters
- vii) Checking for AC Voltage L-L,L-N
- viii) Rectification of fault.
- ix) Repair & Replacement of Faulty Cards/Modules(CPU,PSU,AI,DI,DO,MFT, MODEM etc.) as per requirement
- x) Analysis report of the fault
- xi) Plan for preventive measure to arrest recurrence of such faults.
- xii) Checking /re-configuration of MODEM/s at RTU and control centre ends.
- xiii) Downloading of database (APRTU/SNR) files and updating of new database in the RTU for additional bay integration work.

1.3 Scope of work for PLCC panels

- i) Physical inspection of PLCC panels
- ii) Cleaning of the panels
- iii) Tightening of all the power and control connections
- iv) Checking of earthing & recommendation to improve the same if required
- v) Checking of DC Voltage

- vi) Checking for levels at each stage AF/IF/HF in PLCC panels as well as yard equipment
- vii) Diagnosis and Rectification of fault and measurement of level thereafter.
- viii) Repair & Replacement of Faulty Cards/Modules as per requirement
- ix) Analysis report of the fault
- x) Plan for preventive measure to arrest recurrence of such faults.
- xi) Ensuring proper working of speech and telemetry data.

Manufacturer's guidelines are to be referred to for maintenance activities. Some of the guidelines are given below;

ABB's PLCC Panel- The following periodic measurements are recommended: stabilized DC auxiliary supply voltages selected AF and RF levels (eg pilot) - AGC operating level (gives indication of fluctuating line attenuation). It is important that the reasons for readings, which diverge widely from values recorded during commissioning, be found, even if this means checking the entire equipment. Checking and testing should only be carried out by correspondingly qualified and authorized personnel using suitable instruments. Incorrect settings can impair the proper operation of the equipment.

BPL's PLCC Panel - Maintenance Measurements of reading are to be taken on the metering unit on a regular basis. The readings should be as in protocol. With the readings within limits, proper functioning of the PLC is ensured. AF / HF levels are to be taken and the levels should be verified to be within specified limits. Record of these levels measurements should be maintained for periodic reference. Corrective maintenance is limited to fuse replacement on the power supply module. If replacing these fuses does not return the station to normal operation, try to isolate the problem to specific module or assembly. Once the problem has been isolated, refer to the relevant section of the manual covering the module or assemble in question for further information, which will serve as an aid to trouble shooting.

FUSE REPLACEMENT PROCEDURE - All fuses in the 95 PSU - HP are mounted on the rear panel. Each fuse is monitored by an LED. As long as a fuse is good, its indicator will be lit when a fuse blows its indicator will go out. To replace a fuse, proceed as follows.

1. Determine which fuse needs to be replaced by noting which indicators are not lit. If none of the indicators are lit, the input fuse needs replacement.
2. Place the power switch in the power supply module in the OFF position.
3. Remove suspect fuse from fuse - holder cap and inspect for damage. If fuse is bad, it must be replaced. If fuse is good, check for presence of station battery voltage at the chassis input terminals. If voltage is present and power supply does not function, trouble - shoot the power supply to determine the cause of failure.
4. Insert fuse of the proper voltage and current ratings into fuse - holder cap and push until it is firmly seated

5. Insert fuse and fuse holder cap into fuse - holder and screw the cap back into the fuse - holder.
6. Switch on the power supply If all the indicators light up the power supply module is working properly. If one or more indicators do not light up or if the fuse blows again, trouble shoot the power supply.

1.4 Any activity carried out above shall be recorded for all the visits and activities carried out during AMC period shall be maintained by the contractor and monthly report for all such activities shall be submitted to CSPTCL in review meetings. All activities shall be carried out in presence of authorized representative of CSPTCL.

- (a) Contractor shall repair and replace RTU's/PLCC panel's faulty cards/modules (CPU, PSU, AI, DI, DO, MFT, MODEM etc.) or equipment identified during the comprehensive maintenance. Contractor shall check MFT/MFMs/Transducer and CMR outputs for correctness of parameters being telemetered whenever the need arises.
- (b) Contractor shall document the maintenance activities carried out and shall establish a maintenance record for the performance of their duties and location wise history record of the equipment for future reference.
- (c) Three copies of monthly report should be submitted to CSPTCL.
- (d) Contractor's services must be available on phone or fax round the clock on all working days/holidays for fault reporting and corrective actions. Emergency calls will be attended with utmost priority keeping aside any protocol and obligations.
- (e) Contractor shall use his own testing instruments/ tools/ any other item required for maintenance of equipment. If any special testing equipment/s is/are required for testing and repair of the system, same shall be arranged by the contractor.
- (f) Contractor shall arrange any other materials, required to maintain the RTU which is not specifically mentioned in this scope.
- (g) Material for additional bay integration shall be provided to the Contractor by CSPTCL for this package.
- (h) All Contractors' staff should be equipped with necessary tools kit, craft terminal with licensed software, testing instruments and mobile phones. The Contractor shall have following test instrument.

S No	Name of test equipment	Number
1	Level meter	01
2	Digital Multi-meter	02
3	BER Tester	01

- (i) Contractor will take necessary safety precautions for proper safety of man & machine while carrying out the work at site. Contractor will also be required to take necessary insurance

cover for the personnel deputed for the work covered under this contract. CSPTCL shall have no responsibility whatsoever for claims arising out of negligence/accident or any other reason for the personnel employed by the contractor.

- (j) The security related requirements of the craft terminal equipment shall be as per DoT (Department of Telecommunication) guidelines and all similar security requirements as amended by DoT on time to time basis shall be followed/complied by the contractor at no additional cost to CSPTCL till the implementation of the project.
- (k) The contractor shall maintain record of substation wise observation of indications on 48 V Battery chargers during each visit to the S/s site. Further, information of healthiness of 48 V battery system shall also be obtained from S/s O&M personnel and a record of observations should also be maintained. The aforementioned observations on 48V Battery and Battery chargers shall be presented to the Engineer-in-Charge.
- (l) Contractor will carryout preventive maintenance visits at all RTU locations as per approved programme. The work during preventive maintenance includes following activities.
 - Physical inspection of RTUs to check physical damage, cleanliness, rat droppings, lizard or other vermin and take corrective actions as required.
 - Checking up of environmental conditions and report any abnormality to customer for necessary corrective action by them.
 - Preventive measures like blowing and cleaning for removal of dust from RTU panel, tightening of all power and signal connections in RTU/SIC panels.
 - Checking MFT/MFM/CMR's output for any suspected/bad input values.
 - Contractor will ensure at least one visit of its engineers/team at each EHV Substation in one fortnight.

SECTION - IV

SCHEDULES TO BE FURNISHED WITH TECHNO-COMMERCIAL BID

FOR

Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations pertaining to Communication and Telemetry Dn, Korba.

SCHEDULE-I**SCHEDULE OF TECHNICAL DEVIATIONS**

We/I have carefully gone through the Technical specification and the General condition of contract and we/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of technical specification and General conditions of contract except for the deviations, which are given below:-

S. No.	Descriptions & clause no. of the specification & page number	Stipulation in specification	Deviation offered.	Remarks regarding justification of the deviation
1	2	3	4	5

Except for aforesaid deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variation/deviation etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

SCHEDULE - II**SCHEDULE OF COMMERCIAL DEVIATIONS**

We/I have carefully gone through the Commercial requirements of specification and the General condition of contract and we/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of commercial specification and General conditions of contract except for the deviations, which are given below:-

S.No.	Descriptions & clause no. of the specification & page number	Stipulation in specification	Deviation offered.	Remarks regarding justification of the deviation
1	2	3	4	5

Except for aforesaid deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variation/deviation etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

SCHEDULE – III A**SCHEDULE OF TENDERER'S PAST EXPERIENCE**

Bidder shall furnish here a list of jobs executed as per tender requirement.

S.No.	Particulars	Order No. & date	Period & date of supply	Name of order placing Power utility placing authority	Person to whom reference to be made

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

SCHEDULE – III B**SCHEDULE OF SPECIALIST ENGINEERS EMPLOYED BY BIDDER**

Bidder shall furnish here a list of Engineers employed suitable for the tendered job.

S.No.	Name	Educational Qualifications	Work Experience (No Of Years)	Specialisation if any	Work experience of repair/commissioning of RTU/PLCC panel in CSPTCL or any other utility

SCHEDULE – III B**SCHEDULE OF TEST INSTRUMENTS, T&P AVAILABLE WITH THE BIDDER**

Bidder shall furnish here a list of test instruments and T&P available with him for the tendered job.

S.No.	Particulars	Make & model	Calibration valid upto	Remarks

SCHEDULE-IV-A
COMMERCIAL INFORMATION

Strike-off, whichever is not applicable

1.i)	Whether purchased from this office or downloaded?	
ii)	If down loaded, whether tender cost furnished? Details of MICR DD for tender cost Rs.1000.00 plus applicable taxes	Yes/No
iii)	Earnest Money details	
iv)	Amount of EMD and full details	
v)	If exempted, state whether bidder is	SSI Unit of CG / Small scale unit registered with NSIC/ Fully owned State Central Govt. Unit.
vi)	Reference of documentary evidence regarding exemption enclosed	Yes /No
2.	Whether the offer is valid for 120 days from the date of opening of commercial /technical bid	Yes /No (If no, state validity period)
3.	State whether the quoted prices are firm	Yes /No
4 a)	Rate of GST	
b)	Whether you agree to clause regarding variation in the rates of GST	Yes /No
5.	PAYMENT TERMS:- Whether CSPTCL's terms of payment is acceptable to the bidder (if no state conditions)	Yes /No
6.	PENALTY CLAUSE Whether agreeable to CSPTCL's Penalty clause	Yes /No
7. a.	SECURITY DEPOSIT Whether agreeable to furnish CSPTCL's Standard security deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period.	Yes /No
b.	If not, indicate deviation specifically	
8.	EXTENSION ORDER:- Whether you are agreeable to accept extension order for 50% of quantity on the same rates, terms & condition if any extension order is placed within 6 months from the date of placement of detailed order.	Yes /No
9.	Please mention whether rates offered are applicable for part quantities.	Yes /No
10.	Mention Turn over of the firm for last five years (Enclose balance sheets in support)	
(a)	2014-15	
(b)	2015-16	

(c)	2017-18	
(d)	2018-19	
(e)	2019-20	
11.	Submitted Pre contract Integrity Pact	Yes /No

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

SCHEDULE-IV-B**TECHNICAL INFORMATION**

Strike-off, whichever is not applicable

Separate sheet should be used, wherever necessary.

1	Whether services offered is exactly as per the technical specification	Yes/No
2	Whether the copies of orders received from Indian central/State utilities as per tender requirement enclosed	Yes/No, give details

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

SCHEDULE IV-C
COMMERCIAL QUESTIONNAIRE

1.		Name and Address of the bidder	
2.		Name and Address of the firm / company etc.	
	a)	Registered Office	
	b)	Address	
	c)	Telegraphic address	
	d)	Telex / Fax No.	
	e)	Telephone number	
3.		Confirm whether the bidder is a service provider	Yes / No
4.		Whether the firm is a C.G. SSI Unit?	
	a)	If yes, write Registration no.	
	b)	Whether the documentary evidence regarding registration enclosed	
	c)	Items of Registration	
	d)	Period of Registration	
	e)	Furnish latest copy of competency certificate.	
5.	a)	Whether bidder is an old participant with CSPTCL	Yes / No
	b)	If yes, whether documentary evidence is enclosed?	
6.		Please furnish GST registration number	
7.		Please furnish evidence of EPF registration	
8.		Please furnish evidence of ESIC registration	
9		Whether the list of orders received by you from Central/State Electricity Utility/ State Government/ PGCIL etc as per tender is enclosed?	
10		Whether the details of departure / deviations from specification have been furnished?	
12		Any other information that the bidder may like to be given in order to highlight his bid	

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION

(SEAL)

**SCHEDULE IV D
UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

- 1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tenderform.
- 2. If I/We fail to enter into the agreement & commence the work in time, the EMD/SD deposited by us will stand forfeited to the CSPTCL.

b) The tenderer hereby covenants and declares that:

- 1. All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer are correct.
- 2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, CSPTCL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/SD/Bill amount pending with CSPTCL. In addition, CSPTCL may debar the contractor from participation in its future tenders.

Date:.....

Place:.....

.....
Signature of Tenderer
Name of Tenderer
Along with date & Seal

SCHEDULE IV E
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender ReferenceNo:_____

Name of Tender/Work/Cluster:-

Dear Sir,

1. I/ We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

as per your Publication, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization to have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all the information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Department/ Organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

SCHEDULE 4 F

Letter of Authorization for attending Bid Opening Event.
(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/We Mr./Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on(date)in the Meeting Room, O/o CE (C&TM), Bhilai.

We hereby authorize Mr./Ms.& Mr./Ms.(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.....

Signature of the Representative

.....

Signature of Bidder/Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative

Representative

.....

Name of the alternative Representative

Above Signatures Attested

- Note 1. Only one representative will be permitted to attend the Bid opening
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SCHEDULE-V**PRE-CONTRACT INTEGRITY PACT****1. GENERAL**

- 1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month20..., between the CSPTCL acting through Shri.....CE (Comm.& Telemetry) (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 on 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 power company an undertaking of Govt. of CG, performing its function on behalf of the Government of Chhattisgarh.

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 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 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 sum 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 at 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 sum 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 dependent 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.

7.2.1. 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 situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this fact or payment of commission, the BUYER or its agencies 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 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 remainder 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 / BIDDER

Name of Officer
Witness

CHIEF EXECUTIVE OFFICER

1).....

1)

2).....

2)

SCHEDULE-VI

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non judicial stamp paper worth Rs.250/- and Rs.1/- revenue stamps be affixed on the bank guarantee)

Bank Guarantee No. _____ Dtd. _____

In consideration of Communication & Telemetry CSPTCL, Bhilai having agreed to accept this bank guarantee in lieu of cash deposit by way of Security for due and faithful performance required from M/s _____ herein after referred to as contractors, the bank of _____ hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writings from the CSPTCL or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. _____ (In words) Rs. _____ to the said Chhattisgarh State Power Transmission Co. Ltd. on behalf of the aforesaid M/s. _____ who have tendered and contracted for the supply of materials, equipments or services to the said CSPTCL against order No. _____ Dtd. _____ for the order value of Rs. _____.

This agreement shall be valid and binding on this bank up to and including _____ or for such further period as may hereunder be mutually fixed from time to time in writing by the CSPTCL, and the contractor, and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons whatsoever, and the banker's liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given, conceded or agreed to with or without the bank's knowledge or consent by or between the CSPTCL and the contractors in the existing and/ or further tenders and /or contracts.

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

The liability under this guarantee is restricted to Rs. _____ (In words _____) only. This Guarantee shall remain in force until _____ Unless a demand to enforce a claim is made under this Bank Guarantee by the CSPTCL to the Bank within six month from the date i.e. up to _____ the rights of CSPTCL under this guarantee shall be forfeited and the bank shall be relived and discharged from all liability there under.

Signature

For _____

Bank

Witnesses: -

1. _____ (Signature)

_____ (Name)

_____ (Address)

2. _____ (Signature)

_____ (Name)

_____ (Address)

SCHEDULE-VII

PROFORMA OF AGREEMENT- BETWEEN THE CONTRACTOR & THE CSPTCL TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH Rs.250=00 REVENUE STAMP OF RS. 1=00 SHOULD BE AFFIXED ON IT)

This Agreement is made on this _____ day of _____ 2016 between M/s _____ being a firm partnership/ proprietor registered under Indian Companies Act. 1956 having its office at _____ (herein after called the contractor which expression shall where the context to admit, be deemed to include all and each of partners as included in the deed of partnership jointly & separated and their heirs, executors, administrators and representatives) of the one part and Communication & Telemetry, CSPTCL, Bhilai being the Company constituted under section 133 of the electricity ACT, 2003 (CA36of2003). (Herein after called the CSPTCL, which expression shall where the context so admits, be deemed to include its permitted assigns) of the other part.

Where as in accordance with the tender Notice No. _____ issued by the C.E.(Communication & Telemetry) CSPTCL, Bhilai of the CSPTCL and the contractor has submitted his tender No. _____ Dtd. _____ and opened on _____ for

_____ more particularly described, mentioned enumerated or referred to in the general conditions, specifications, schedule, drawings form of tender, covering letters, schedules, of price and further correspondence a copy of each of which is hereto annexed and it for purpose of identification signed by Shri _____ on behalf of the contractor and Chief Engineer (Comm& Tele) CSPTCL, Raipur, on behalf of the Transmission Company and all of which shall be deemed to form part of this Agreement or through separately get put herein and are included in the expression "Contractor" herein used (herein after referred to be the paid work).

And whereas the Transmission Company has accepted the tender of the contractor vide order No. _____ Dtd. _____ for the sum of Rs. _____ (Rupees) _____ only, on the terms and subject to the conditions herein after mentioned.

Now therefore, this agreement witness and it is hereby agreed as follows: -

The contractor shall execute the said work and do perform and carry out all matter incidental and/or ancillary thereto within the time and terms and conditions specified in the contract.

2.1 For the fulfillment of the contract, the Transmission Company shall pay to the contractor Rs. _____ (Rs.) _____) only or such other sum as may become payable in accordance with the contract.

2.2 In all matters existing under out of or in relations to this agreement, the terms and conditions of the contractor order No. _____ Dtd. _____ shall apply and such matters shall be determined accordingly.

2.3 The agreement shall be deemed to be entered into at Bhilai and all disputes and claims, if any, out of or in respect of this agreement are to be settled at Durg or to the tribunal only in any competent Court situated at Durg.

In witness where of the parties hereto have signed this agreement on the date and year mentioned against their respective signature.

NAME & SIGNATURE OF WITNESS

i) Signature

Address

SIGNATURE OF THE CONTRACTOR

ADDRESS: -

ii) Signature

Address

NAME & SIGNATURE OF WITNESS

i) Signature

Address

ii) Signature

Address

**CHIEF ENGINEER
(Communication & Telemetry),
CSPTCL, Bhilai**

SCHEDULE VIII

Bidder's Profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire (To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:.....
2. Present Correspondence Address
.....
..
Telephone No..... Mobile No. Email ID.....
FAX No.
3. State the Type of Firm: Sole proprietorship/partnership firm/ Private limited company.
(Tick the correct choice) :
4. Name of the sole proprietor/partners/Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			

5. Name of the person authorized to enter into and execute contract/agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
6. **Permanent Account No.:**.....
7. Details of the Bidder's Bank for effecting payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
8. Whether the firm has Office/works in Raipur? If so state its Address
9. GSTN Registration Number(s) of all units/business places of the bidder which he intends to execute the contract, if awarded.
GSTN1.....
GSTN2.....
GSTN3 and soon

Place.....
Signature of contractor
Date Name of Contractor

ANNEXURE - I

Unpriced Schedule of Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations under the administrative control of EE (C&TM), Communication and Telemetry Dn, Korba.

Sl No	Particulars	Number of Substations	Total number of months	Unit prices per month per S/s in Rs.	GST@18 % in Rs	Unit Price including GST in Rs.	Total Amount in Rs.
1	2	3	4	5	6	7 = 5+6	8 = 3X4X7
1	AMC of RTUs and PLCC panels of PLCC panels and RTUs at EHV substations under the administrative control of EE (C&TM), Communication and Telemetry Dn, Korba.	25	12				
Total in Rs							

SIGNATURE OF BIDDER & SEAL

ANNEXURE II

**List of EHV Substations under the administrative control of EE (C&TM),
Communication and Telemetry Dn, Korba.**

SECTION - V

PRICE BID

FOR

Annual Maintenance Contract of PLCC panels and RTUs at various EHV substations under the administrative control of EE (C&TM), Communication and Telemetry Dn, Korba.

Sl No	Particulars	Number of Substations	Total number of months	Unit prices per month in Rs.	GST@18 % in Rs	Unit Price including GST in Rs.	Total Amount in Rs.
1	2	3	4	5	6	7 = 5+6	8 = 3X4X7
1	AMC of RTUs and PLCC panels of PLCC panels and RTUs at EHV substations under the administrative control of EE (C&TM), Communication and Telemetry Dn, Korba.	25	12				
Total in Rs							

SIGNATURE OF BIDDER & SEAL