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OFFICE OF THE CHIEF ENGINEER (S/S-O&M) SHED NO. 4, PO- SUNDERNAGAR, DANGANIYA RAIPUR (C.G.) Pin – 492 013, Phone No. (O) 0771-2574256 Fax No. 0771 –2574267

E-mail: CE.TnC@cspc.co.in

<u>TENDER No..</u> S/S-O&M-12/21-24/72 dated 30.04.2021

Operation (including cleaning, watch & ward) Work of 31 Nos. 220/132 KV Sub-stations of CG State.

LAST DATE OF SALE OF TENDER DOCUMENTS	29.05.2021 TIME 17:00 HRS.
LAST DATE & TIME OF SUBMISSION OF TENDER	31.05.2021 TIME 11:30 HRS.
DATE & TIME OF OPENING OF TENDER (TECHNO-COMMERCIAL)	31.05.2021 TIME 12:00 HRS.

PRICE: 1. Rs. 1120.00 (Including GST @12%) (In case of issue of printed form) 2. Rs. 1180.00 (Including GST @18%)

(If downloaded)

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OFFICE OF THE CHIEF ENGINEER (S/S-O&M), CSPTCL, RAIPUR

SHED NO. 4, PO - SUNDERNAGAR, DANGANIYA RAIPUR (C.G.) Pin – 492 013, Phone No. (O) 0771- 2574256, Fax No. 0771 – 2574267 E-mail: ce.tnc@cspc.co.in

Operation (including cleaning, watch & ward) Work of 31 Nos.

220/132 KV Sub-stations of CG State.

Tender document Serial No. _____ Date _____

ISSUED to M/s _____

Cost of Tender documents: Rs. 1,120/- In case of issue of printed form

Or

Rs. 1,180 (if downloaded from website).

Received vide D.D./M.R. No. _____ Dated_____

Name of the Bank: _____

Signature & Seal of Issuing Authority

OFFICE OF THE CHIEF ENGINEER(S/S-O&M), CSPTCL, Raipur

Pin – 492 013

TENDER FORM

The undersigned hereby tender and offer (subject to the Company's conditions of tendering) For Operation (including cleaning, watch & ward) work of 31 No. 220/132 KV substations, which are described or referred in the Details of Scope of work attached to tender document No. S/S-O&M-12/21-24/72 dated 30.04.2021 and its enclosures/Schedules - copies of which are annexed here to, under the terms thereof are to be executed and done by the contractor. To perform and observe the provisions and agreements or the part of the contract contained in tender or reasonable to be referred from the said tender documents at the rates set out after acceptance of tender.

The questionnaire enclosed with this tender document has been fully answered and is enclosed herewith (if the questionnaire is not answered in full, the answer to various question may be taken so as to be advantageous to the Company unless contrary is mentioned in the body of the tender.)

Signed this _____ day of _____ 2021

Yours faithfully,

NAME AND SIGNATUE OF BIDDER (with seal) BIDDER'S ADDRESS

OFFICE OF THE CHIEF ENGINEER (S/S-O&M), CSPTCL, RAIPUR

SHED NO. 4, PO - SUNDERNAGAR, DANGANIYA RAIPUR (C.G.) Pin – 492 013, Phone No. (O) 0771- 2574256, Fax No. 0771 – 2574267 E-mail: ce.tnc@cspc.co.in

NOTICE INVITING TENDER (through E-bidding module of SAP-SRM)

No.02-07/NIT/ S/S-O&M-12/21-24/72

Raipur, Dtd: 30.04.2021

Sealed tenders are invited from experienced Contractors for the following work:-

SN	Tender No.	Particulars of works	Qua	Cost of Tender Documents (Non-refundable) incl. GST		Earnest money Deposit	Due date of
		OI WOIKS	ntity	Printed	E-Tender	(EMD)	opening
1.	S/S-O&M- 12/21-24/72 dated 30.04.2021 RFx No. (is being displayed on official website)	Operation (including cleaning, watch & ward) of 220 KV Sub Stations of CG State.	31 Nos.	Tender form Rs.1120/- (if purchased from office of CE(S/s-O&M) Raipur.	form online Rs. 1180/- (if downloaded from website)	Rs. 5.00 lakh	31.05.2021 12:00 Hrs.

Note: (i) In case any of the above date is declared as holiday, then the particular date will automatically get shifted to next working day.

(ii) Any notice for extension of due date of tender opening shall not be published in newspapers. It will be displayed only on <u>official website of the company</u>.

(iii) The tender will be processed through e-bidding module of SAP-SRM. Bidders are advised to visit our web site www.cspc.co.in/csptcl for viewing detailed instructions regarding submission of offer through SAP-SRM.

TERMS AND CONDITIONS:-

- (i) The tender documents can be obtained from the office of the CE (S/S-O&M) CSPTCL, Raipur in person on payment of cost of tender document in the form of D.D. only made out in the name of 'Manager (RAO : HQ), CSPTCL, Raipur' accompanied with firm's application on its letter head. If tender document is required by post, Rs.280/- (i.e. 250/- + 12% GST) shall be paid by D.D. additionally along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal delay in receipt/ non-receipt of tender documents. No receipt of tender shall be issued in any case.
- (ii) 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 Rs.1180/- (i.e. Rs.1000/- + 18% GST) in form of DD in favour of 'Manager (RAO: HQ), 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 11:30 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 11:30 Hrs. on the due date and shall be opened at 12:00 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 website and in SAP SRM (E-bidding Portal) only. The bidders are requested to remain in contact with this office or visit our website 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 (S/s-O&M) C.S. Power Trans. Co. Ltd., Raipur

Special instructions to bidders for submission of bid

through SAP- SRM module (E-bidding)

The price bid against tender specification No. 02-07/NIT/ S/S-O&M-12/21-24/72 dated 30.04.2021 is to be processed through e-bidding. For participation in E-bidding, it is mandatory for prospective bidders to get registered online through our website & portal http://www.cspc.co.in & https://ebidding. cspcl.co.in:50724/irj/portal., on registration the bidders will get User ID and Password for participating in the tender. For e-bidding Manual/ Video tutorial, contractors may refer our website www.cspc.co.in-ebidding.

The techno commercial bid is to be submitted in hard copy whereas the price bid is to be submitted online (E-Bidding portal). Details of NIT & Tender Documents are available on our website and portal as indicated above.

The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section (**RFx No. is being displayed on official website**)

For bidders, it is recommended to open the e-bidding portal by the following the path <u>www.cspc.co.in->e-Bidding->"click</u> here for e-Bidding Web portal".

Last date & time of submission of bid is **31.05.2021 upto 11:30 Hrs.** and due date & time of opening of the tender is **31.05.2021 at 12:00 Hrs.**

Important Instructions:-

- 1. Please note that this tender shall be processed online as well as offline. The bidder has to submit all the documents in hard copy as per tender specifications in three envelopes.
- 2. The monthly quoted rate over & above base charges in schedule-III is to be filled in the item tab in e-bid in SAP SRM System (online e-tender). Amount should be quoted online & in specified fields only. It is required to upload scanned copy of ONLY price bid SCHEDULES DULY FILLED IN AND SIGNED WITH SEAL OF FIRM IN THE specified FOLDER along with the duly filled excel sheets of price schedules. It may be noted that the bid will not be considered for evaluation in case the bidder has not uploaded the scanned copies of duly filled price Bid schedule-III with seal & signature of bidder even he submit the summary in Ebidding portal.

Once the rates are filled, the bidders may change their rates upto the due date and time of submission of tender. After due date and time, no change on any ground whatsoever will be accepted.

- 3. After scrutiny of techno-commercial bid, the price bid will be opened in e-bidding system only of eligible bidders for which suitable intimation will be given to the bidders offline & through email.
- 4. Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.
- 5. CSPTCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. The bidder should submit their bid well before submission dead line to avoid any system related problem. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.
- 6. Reference time for submission dead line shall be the time displayed in the portal and shall be treated as final.

- 7. After end of submission dead line, no alteration in the tender will be allowed by the system. However, in case of extension of due date of opening of tender, the bidders will be allowed to submit revised bid in the system.
- 8. CSPTCL will not accept incomplete bid.
- 9. The bidder must have a valid Digital Signature (class –III digital certificate) to establish the identity of the bidder & SAP SRM User ID. User ID & Password from CSPTCL and Digital Signing Certificate and Digital Encryption Certificate from any recognized digital signature issuing authority are required for participation in any Tender. The bidder shall intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same. *It may please be noted that the tender be submitted with valid digital signature of bidder*.
- 10 The e-bidding vendor user manual displayed on website-https://ebidding.cspcl.co.in: 50724/irj/portal for the help of the bidders. For any further queries the bidder may contact at Helpline No. 0771-2576672/ 73 (EITC, CSPDCL, Raipur).
- 11. Tender shall be opened in the scheduled time as notified. If the due date of opening/ submission of tender documents is declared a holiday by the Govt. or local administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days, in case the opening of all tenders is not completed on due date because of the technical constraints of system on the day of opening. It may be noted that the due date of opening/ time may be altered/ extended if desired by CSPTCL without assigning any reason. However, intimation shall be available on company's tender portal/bidders email (if participation shown). The bidders are requested to keep track of the same.
- 12. Amendment in tender specification will be published on our website as well as in SRM system and the intimation regarding amendment in date extension will be conveyed through system generated e-mail to registered bidders only.
- 13. Before participating the bidder shall carefully read all the instructions and processes.
- 14. Tender duly completed in all respects will be accepted up to due date & time and will be opened on the due date at specified time in the presence of tenderers or their authorized representatives. In case of authorized representative(s) they shall bring the original authorization letter with their signature attested by the bidder.

SECTION – I

INSTRUCTIONS FOR BIDDERS

- 1.1 Sealed offers are invited by the CHIEF ENGINEER (S/S-O&M), C.G. State Power Transmission Co. Ltd, Daganiya, Raipur – 492 013, for Operation (including cleaning, watch & ward) of 31 Nos. of 220 KV Sub-stations located at various places of Chhattisgarh State under CE(S/s-O&M) CSPTCL, Raipur & Bilaspur as per terms of specification attached.
- 1.2 The tenders duly filled in shall be dropped/get dropped in the specified tender box up to 11:30 Hrs. on or before the due date. Any other means of delivery shall not be accepted. No receipt of tender shall be issued in any case. The due date of submission of tender is 31.05.2021 till 11:30 Hrs. and date of opening of tender is 31.05.2021 at 12:00 Hrs. in the O/O CHIEF ENGINEER (S/S-O&M), C.G. State Power Transmission Co. Ltd, Raipur. Tender box shall be sealed at 11:30 Hrs. on 31.05.2021 and in no case tenders shall be allowed to be dropped after 11:30 Hrs.

1.3 **PRE-BID QUALIFYING REQUIREMENTS**:-

PQR of the tender	The following document must be submitted against PQR :
(A) Technical & Commercial Qualifying Requirement	
 1.1 The bidder should have experience of successful and satisfactory Operation of minimum 06 Nos. 220/132 KV (or higher voltage level) S/s for at least 01 year continuously without break during last 5 years of following Indian Entities as on date of issue of NIT:- i) Power utilities owned and controlled by Central or State Govt, Or ii) PSUs, Or iii) Govt. organizations. OR The bidder should have experience of successful and satisfactory Operation of minimum 16 Nos. 132/33 KV (or higher voltage level) S/s for at least 01 year continuously without break during last 5 years of following Indian Entities as on date of issue of NIT:- i) Power utilities owned and controlled by Central or State Govt, Or 	Bidder should submit self attested copy of necessary supporting documents i.e. work order, agreement & experience certificate regarding satisfactory performance of completion of contract issued by authority placing the work order.
 ii) PSUs, Or iii)Govt. organizations. 1.2) (I) The bidder should have minimum average annual turnover (MAAT) for best 3 years out of last 5 financial years (FY 2015-16 to 2019-20) of Rs.1.25 crore. In case bidder is a holding company, MAAT shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the MAAT shall be of subsidiary company only (excluding its holding company). 	Statement of Annual turnover, audited balance sheets and profit & loss statement duly certified by Chartered Accountant. The Audited balance sheets furnished should be for last 5 financial years i.e. for F.Y. 2015-16 , 2016-17 , 2017-2018 , 2018-19 & 2019-20 .
(II) Net Worth of the sole bidder for the last three financial years (FY 2017-18 to 2019-20) should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.	A Statement showing 'Net worth' including assets and liability of the bidder duly certified by Chartered Accountant for the last three financial years (i.e. F.Y. 2017-2018 , 2018-2019 & 2019- 20) alongwith audited balalnce sheet of these 3 financial years shall be furnished.
III) The bidders shall currently have liquid assets (LA) or/and evidence of access to or availability of credit facilities of not less than Rs. 69.11 Lakh. Liquid assets would include cash (and equivalents), bank deposit, securities that can be freely traded and receivables which has general certainty of getting received.	A certificate of C.A. indicating details (breakup) of available liquid asset (cash credit limit) should be furnished in support of this.

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CA a. b.	 The bidder shall submit Certificates (in original) from stating that, All payment obligations (principal/interest) on outstanding debentures have been discharged and no such payment as on 31.03.2021 is outstanding /overdue. The Bidder is presently not in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder has not been classified as NPA (Non performing assets) by the creditor/ leading bank as on date of issue of NIT. The bidder should not be under process of insolvency or liquidation as on the date of opening of price bid against the instant tender if it comes to the notice of CSPTCL that the bidder has been going through the process of insolvency or liquidation, their bid will be rejected. 	As regards certificate pertaining to evidence of access to or availability of credit facilities, a certificate from their banker (as per Annexure-VI) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date should be furnished. Wherever necessary, CSPTCL may make quarries with the bidder's banker. Such certificate should have been issued not earlier than 3 month prior to the date of bid opening. certificates in Original (as per prescribed annexure-VIII) issued by C.A.
(B)	Other Requirement	I
	The contractor should have valid "A" Class Electrical Contractor license, issued by Electrical Licensing Board of any State in favour of bidder (proprietor or partner of the firm or Director of the Company), as the case may be "A" Class Electrical Contractor License issued in favour of employee of bidder will not be accepted in any case for participation in this bid. Bidder who have "A" class electrical contractor license issued by other State shall have to obtain valid "A" class electrical contractor license, from Electrical Licensing Board of Chhattisgarh State within 30 days from the date of issue of LOA and prior to award of contract failing which they shall not be considered for placing of detailed award of contract/work. In case bidder has "A" class license issued by any other state, an undertaking regarding submission of "A" Class Electrical Contractor License issued by C.G. Govt. within 30 days limit must also be submitted with the tender offer mentioning that if contractor fails to submit the required license of C.G. Govt., within prescribed time then his offer may be cancelled/ rejected by CSPTCL. Bidder should submit self attested copy of valid "A" Class Electrical Contractor License. The format of undertaking is enclosed in Annexure-III.	Bidder should submit self attested copy of valid "A" Class Electrical Contractor License. Bidder who have "A" class electrical contractor license issued by other State shall have to submit undertaking as per Annexure-III.
2	Bidder must have valid GST (Goods & Service tax) registration from competent authority and should submit the self attested copy of GSTIN registration	Self attested copy of valid GST registration certificate
3	with the bid. Bidder must have necessary labour license or shall submit an undertaking with the tender offer mentioning that he will submit the labour license within 30 days from the date of issue of LOA.	Self attested copy of Labour License registration or an undertaking along with bid for the submission of labour license within 30 days from the date of issue of LOA. The format of undertaking is enclosed in Annexure-IV.
4	Bidder must have ES Insurance registration/license and have insurance policy under workman compensation Act before commencement of the work against this contract. Or Bidders who do not have ESIC registration/license shall submit an undertaking that ESI registration/license will be submitted within 30 days from the date of issue of LOA/LOI. In case of non submission of ESI for required man power by the bidder, detailed order may not be placed on them and work may be re-allocated to other bidders.	Self attested copy of ES insurance registration or an undertaking that ESI registration will be submitted within 30 days from the date of issue of LOA. The format of undertaking is enclosed as Annexure-V (a). Also an undertaking will be submitted that workman compensation policy will be availed within 30 days from the date of issue of order. The format of undertaking is enclosed as Annexure-V (b).

5 Bidder should have PF code no. issued by the competent authority under the provision of Employee Provident Funds and Miscellaneous Provisions Act- 1952 and submit the self attested copy of PF registration.	Self attested copy of PF code no. issued by the competent authority.
6 (i) The bidder should not be debarred/black-listed by Bank / State Govt. / Central Govt./ State PSU/CPSU/SEB/Public utility as on the date of issue of NIT. However, the bid may not be considered for further processing in following cases also:-	A declaration in this regard shall be submitted by the bidder. The format of declaration is enclosed in Annexure-X.
a. If, bidder is debarred/black-listed by Bank / State Govt. / Central Govt./ State PSU/CPSU/SEB/Public utility up to date of opening of price bid of the instant tender.	
b. All the documents / statements / attachments / information submitted by the bidder in proof of the qualifying requirements must be authentic / genuine /correct and in case, any of the said documents / statements / attachments / information is found to be false / fake / misleading, the bidder will be disqualified and action will be taken against the bidder as per relevant provision of the tender.	
 a. A declaration that the bidder has not been penalized by any Labour Laws Enforcement Authority for non-observance of any of the labour laws during past three years (as on the date of issue of NIT) will have to be furnished along with the bid. ii) Performance of the bidder for earlier contract of 	A certificate regarding satisfactory performance of contract of Operation of the substations from order issuing authority. Bidder should submit the self attested copy of the satisfactory performance
CSPGCL/ CSPTCL shall be taken into consideration before opening of price bid. Offers of the bidders shall not be considered for opening of price bid, if there has been default in satisfactory Performance of Operation/construction of the substation in FY 2017- 18, 2018-19, 2019-20 & 2020-21 till date of issue of NIT.	certificate.

- Note:- 1. Bidders must enclose the documents in support of pre-bid qualifying conditions, without which their bid will summarily be rejected. Therefore bidder must ensure submission of relevant documents in support of pre-bid qualifying requirement along with bid. However, if any short coming is observed during scrutiny of TC bid, CSPTCL reserves the right to seek required clarification/documents from bidder by giving them only one chance to submit required document/ clarifications/ confirmations within specified time limit.
 - 2. If the bidder fails to furnish documents (for which he has submitted undertaking) within 30 days, the LoA may be liable to be terminated with forfeiture of EMD, SD along with other punitive actions including cancellation of LoA & its allotment to other bidder.

Other Terms & Conditions of tender are given below:

1.4 **<u>THREE PART BID</u>**: - Sealed Tenders are invited in Duplicate on three part basis, One envelope containing the E.M.D. & tender form fee (if tender documents are downloaded from our official website) clearly super scribed with the Name of the tender, Second envelope should contain the tender form with required documents (Techno-commercial details and other documents). All the two envelopes shall be kept in one large sealed envelope, addressed to the CHIEF ENGINEER (S/S-O&M), C.G. State Power Transmission Co. Ltd Daganiya, Raipur with the name of work, tender specification number, due date of tender, amount & mode of E.M.D. and name of the bidder super scribed on the cover.

Third part shall contain the price bid, which shall be submitted online upto the due date/time of submission of bid.

- 1.5 First of all, envelope of Earnest money & tender fee (if tender documents are downloaded from our official website) will be opened and verified. If this is found in order, then only second part of tender i.e. technical & commercial bid of tender will be opened and finally the price bid of the tenderer, who has successfully crossed two stages of opening, will be opened (subject to conditions). The tenders not accompanied with adequate amount of earnest money & tender fee (if tender documents are downloaded from our official website) will summarily be rejected and returned unopened. If found necessary, the price bids may be opened later on for which new date/time will be intimated separately. The bidder or his only one authorized representative having power of attorney will be allowed to be present during the opening of tenders.
- 1.6 For submission of online price bid, may please refer the "Special Instructions to bidders for submission of bid through SAP-SRM Module (E-bidding)" annexed with this tender document.

The bidders are required to submit the prices bid schedule-III in E-bidding portal and to upload this schedules in form of excel sheets as well as the scanned copy duly filled in & signed by the bidder. It may be noted that the bid will not be considered for evaluation in case the bidder has not uploaded the scanned copy of duly filled price Bid schedule-III with seal & signature of bidder even he submit the summary in E-bidding portal.

Note: For e-bidding Manual/ Video tutorial, contractors may refer our website www.cspc.co.in-ebidding.

1.7 PRICE-BID & ITS EVALUATION :-

Bidders must quote their price in accordance with the specifications and conditions. Any deviation from the above shall be considered as an alternate bid. The bids will be evaluated based on the main offer only.

Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated about the date and time for opening of Price Part by CSPTCL.

CSPTCL will on-line open Price Bid at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. The bidders' representatives who are present shall sign a register evidencing their attendance.

The bidders' names, the Bid Prices and any such other details as CSPTCL may consider appropriate, will be announced by CSPTCL at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this evaluation criterion.

CSPTCL shall prepare minutes of the bid opening, including the information disclosed to those present who present at the time of opening.

Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

- i. In the event of noticing arithmetical errors viz. multiplication of price & quantity, grand total of total amount etc. these shall be corrected and computation shall be done accordingly.
- ii. The quoted price should be kept valid for the contractual period.
- iii. All columns shall be completely filled up properly.

- iv. The evaluation of price bids shall be done by comparing the Grand total (i.e. For total No. of substation) quoted by the bidder in price schedule-III including GST. Based on the comparative evaluation, LOA shall be placed on the L-1 bidder.
- 1.8 Bidders are required to submit their offer with complete information as desired in various Schedules. They may also enclose separate sheet wherever necessary.
- 1.9 **<u>VALIDITY</u>**: Full descriptive particulars and complete specifications should accompany the offer. Offers should be kept open for acceptance for at least 180 days from the date of opening of TC bid.
- 1.10 Offers through Telegraph/Fax/E-mail will not be considered.
- 1.11 **EARNEST MONEY:** Each bidder shall submit an earnest money of Rs. 5,00,000/- (Rs. Five Lakh) along with submission of tender in a separate envelope. The tenders not accompanied with adequate amount of earnest money will summarily be rejected and returned unopened. No interest shall be payable on the earnest money deposited by the bidder.
- 1.12 **FORM OF EARNEST MONEY DEPOSIT:** The earnest money deposit shall be furnished in the form of Bank Draft issued by Nationalized/Scheduled Bank payable to the Manager (RAO-HQ), CSPTCL, RAIPUR.

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 tender clause No. 1.11 of "EMD" in the tender, unless exempted by CSPTCL.

- 1.13 **FORFEITURE OF EARNEST MONEY DEPOSIT**: It should be clearly understood that in the event of bidder failing to accept or execute the detailed orders, if order is placed within the validity period of the offer (as per clause 1.9), the full amount of earnest money will be forfeited, and CSPTCL's decision in this respect will final and binding on the bidder.
- 1.14 **A.** <u>**GST**</u> :- The Bidder shall submit documentary evidence for Registration regarding GST with appropriated authority. Payment of GST shall be made to the contractor as per prevailing rules.

B. <u>OTHER TAXES / DUTIES</u> :- The taxes will be applicable as per prevailing rates for work completion within specified time. It may be noted that only statutory variations due to Govt. regulations in the rate of GST or other taxes (if any) shall be payable by CSPTCL only within contractual period. In case, the contract affected late i.e. beyond contractual completion period and rates of GST and other taxes (if any) undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual period. However, in case the rate of statutory levies undergoes downward revision, then the delayed work completion beyond contractual period will attract reduced rate of levies.</u>

1.15 **<u>PERIOD OF CONTRACT</u>**: - The contract period will be 03 (Three) Years from date of issue of order. It may be extended for a further period of 06 (six) months. The contract period may be curtailed also depending on the requirement.

1.16 **EXTENSION CLAUSE**:

- (i) During the contract period, if additional 220 KV S/Ss (newly charged/already charged) are given on operational contract, the bidder shall have to accept additional order on the same rates, terms & conditions. In case before placing of extension order, if new tender is opened and its rate is lower than the rate of previous order, extension order will be placed on the new tender rate.
- (ii) The contract will be for 03 (Three) Years from date of issue of order. It may be extended for a further period of 06 (Six) months. The contract period may also be curtailed as per requirement.

1.17 **CRITERIA FOR PLACEMENT OF ORDER:** - The CSPTCL reserves right to distribute entire tendered quantity amongst 03 No. (maximum) bidders as per CSPTCL's Rules. The distribution ratio is tabulated below. Work will be distributed from L-1 to L-3 bidder by counter offer rate of L-1 bidder. In case, any bidder refuses to accept the counter offered rate, then next rank bidder will be given chance to accept the quantity at the counter offered rate of L-1 bidder. In case, L-2 & L-3 bidder deny to accept the company's offer then the complete quantity will be allotted to L-1 bidder.

In case of	Distribution Ratio in %				
III case of	L-1 Bidder	L-2 Bidder	L-3 Bidder		
Two parties	60	40	-		
Three	50	30	20		

Table for quantity distribution to various bidders standing at different position

Note: (1) In case two bidders quote the same rate, then their share will be added and quantity distributed equally between them. For reference formula (as per company rule) is annexed as annexure-VII.

(2) If offered rate in the price bid is not found reasonable, rate negotiation will be held with L-1 bidder. In case two bidder quote the same rate and stood L-1, the rate negotiation will be decided by drawing lottery between these two bidders.

(3) During the contract period interchanging O&M of substation among the contractors on their request will not be entertained.

(4)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 out rightly rejected.

Rates received in the 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.

- 1.18 CSPTCL shall allocate the charged Sub-station as on date of finalization of case initially. Name of the allocated Sub-station shall be decided by CSPTCL. The Sub-stations charged subsequently (i.e., after issue of the main order) shall be allocated to various bidders only as per table of quantity distribution ratio.
- 1.19 Lol/ LoA :- Accepted L-1 rate shall be counter offer to bidders standing up to L-3 position, accordingly Lol/LoA shall be issued to L-2 and L-3 bidders. The bidder shall submit acceptance of the LoI within in 07 days from its issuance along with one copy of LoI signed by bidder. In case of acceptance of LoIs is not received in time, the allotted quantity shall be distributed to the other bidder as per the distribution ratio mentioned in the table above.
- 1.20 **AGREEMENT**: The contractor will execute an agreement on non-judicial stamp paper worth Rs. 300/- with revenue stamp of Rs. 01 (one) affixed on it, as per the Annexure-I enclosed with this tender document. The cost of stamp paper etc. shall be borne by the contractor. The agreement shall be executed within 07 days from the date of issue of detailed order for execution of contract.

1.21 <u>SECURITY DEPOSIT</u>: The contractor shall furnish security deposit either in form of DD drawn in favour of Manager (RAO-HQ), CSPTCL, Raipur or in the form of Bank Guarantee issued by Nationalized/Scheduled Bank for faithful performance of the order and to cover the contract period. The contractor shall be required to pay security deposit for an amount of 10% of contract value (including GST/Cess etc. if any).

The bank guarantee shall be submitted normally within 30 days from the date of issue of LoA/ LoI and shall be kept valid for complete contract period including 06 Month claim period. The bank guarantee shall be submitted on stamp paper worth Rs. 250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the supplier the security deposit shall be forfeited.

If bidder fails to submit Security Deposit/Bank Guarantee within 30 days from the date of issue of LoA/LoI, the work allotted to them may be distributed among other bidders as per company's rule. In the event of extension of completion date, the validity of the bank guarantee shall also be suitably extended.

Note:- 1) Without acceptance of security deposit by order placing authority, no payment will be released to the contractor.

However, it shall be the sole responsibility of the bidder to ensure the payment to their staff within 07 days after the end of each calendar month.

- **2)** The security deposit shall be released only after satisfactory completion of the work duly certified by the concerned OIC.
- 1.22 **FORFEITURE OF SECURITY DEPOSIT**:- CSPTCL may forfeit the security deposit along with contract termination and other stern punitive action, in case of any of the following;
 - i) Un-satisfactory performance of the contractor during the contract period.
 - ii) Non-compliance of the terms & conditions laid down in the contract due to which the order is considered for cancellation.
 - iii) Repeatedly (more than 3 times during the contract period), delayed payments to staff deployed by the contractor.
 - iv) If deployed staff is being paid less wages or a part of wages is taken back by the contractor or his supervisor/ his other staff after depositing the wages in bank account of the staff. In such cases staff shall be advised to lodge FIR in the concerned Police Station.

1.23 **PENALTY :**

If the contractor/bidder fails to perform the work as per specification/order placed on him, the penalty shall be levied as under:-

i. In the event contractor's staff is found absconding from the place of duty or fails to perform the assigned job as defined under "scope of work" or bidder failing to arrange suitable substitute thereof a penalty of Rs. 500/- per person shall be deducted for each such event.

If the staff engaged by contractor remains absent from duty, CSPTCL has the right to recover the expenditure incurred for the said work, from contractor for making alternate arrangement during such event.

ii. If the contractor fails to execute the contract, from the date of handing over of site within stipulated time frame, CSPTCL shall recover from the contractor as penalty a sum of half percent (0.5%) of the total monthly contract price (including wages) of the work for each calendar week of delay or part thereof. The total penalty shall not exceed 10% (ten percent) of the total contract price.

Alternatively, work may be got done through other agency/contractor, on account and at the risk of the firm to whom the contract is originally awarded OR CSPTCL may cancel the contract for the in-completed work, with liability recoverable from the contractor, as assessed by CSPTCL.

iii. If under-qualified persons of the contractor are found on duty, then a penalty of Rs. 10,000/- per person will be deducted from contractor's bill whenever noticed. In case of repetition of same incidence more than two times, the provisions for termination of contract shall apply apart from penalty.

- iv. If switchyard cleaning, mopping, sweeping & cleaning of control room building and watering of earth pit is not found proper, then Rs.2500/- (Rs. Two thousand Five Hundred only) per occasion per substation subject to maximum Rs. 10,000/- (Rs. Ten thousand only) per month will be deducted from contractor's bill and the cleaning work may be carried out by CSPTCL at the risk and cost of contractor.
- v. It is the contractor's responsibility to make payment to the deployed staff on or before 7th of every month irrespective of whether bills are passed/paid or not; for any reason whatsoever. It will be the responsibility of the contractor to submit bills duly filled in all respect within 15 days of completed month of the contract. The contractor shall be capable for making two month's wages payment to their staff from his own resources, in case bill payment to the contractor from CSPTCL is delayed due to any reason, whatsoever.

If the contractor fails to make payment to deployed staff within the 7th of each month, a penalty of Rs. 100/- per day per person shall be deducted from the bill. In case the same is repeated for 3 times in a substation during the contract period, CSPTCL shall have right to terminate individual substation contract. This will affect the performance of the contractor for participation in next tender.

The contractor may be debarred/black listed also along with other punitive actions. In such a case the terminated individual substation contract may be awarded to the other contractor. The distribution ratio shall be normally maintained.

1.24 **INCOME TAX DEDUCTION**: Deduction towards income tax will be made from the contractor's bills as per rules in force.

1.25 **OBSERVANCE OF RULES & REGULATIONS**:

- (a) The work under this contract/agreement shall attract all the laws in force in the State of Chhattisgarh.
- (b) The work will be carried out by observing all the rules and regulations regarding safety from any type of accident which if takes places would be the contractor's responsibility. The contractor shall be responsible for payment of all compensation as applicable from time to time to their staff engaged on the work in the event of the accident.
- (c) The contractor shall obtain necessary license under the Contract Labour Act, 1970, and shall fully comply with requirement of all labour laws including Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Industrial Employment (Standing Orders) Act, 1946, Employees Provident Funds and Miscellaneous Provisions Act, 1952, and Contract Labour Regulation & Abolition Act. 1970. In case of violation of any Law, Rules & Regulations as mentioned above, for any case registered in competent Court and in the event of any penalty/fine imposed on CSPTCL due to default of contractor, CSPTCL reserves the right to recover such amount from contractor's bills/SD or by any other lawful means as it may deem fit and proper. The decision of CSPTCL shall be final & binding on the contractor.
- (d) The contractor shall be liable to pay his contribution and the employee's contribution to the Employee State Insurance Scheme (ESIC) in respect of all labour engaged by him for the execution of the contract in accordance with the provisions of "The Employees State Insurance Act, 1948" as amended from time to time where ever it is applicable in the State, otherwise the contractor must have Insurance policy under Workmen's Compensation Act. The contractor shall arrange for issue of ESIC pehchan card to each staff deployed by him at the places where ever it is applicable in the State for extending proper medical treatment facility to him including his dependent family members from ESIC recognized hospitals in case of any illness.
- (e) Although, all staff are to be covered with ESIC/Workmen's Compensation act as per requirement, but apart from this, the contractor shall **arrange additional**

insurance policy for the life/injury of the staff in case of accident, so that proper compensation may be provided to the staff or his kin as the case may be for treatment in hospital/compensation in case of disability/loss of life (to be read with clause 1.30).

1.26 **PAYMENT**: The contractor shall raise one bill normally within 15 days of each completed month of the contract in quadruplicate (four copies) pertaining to each Sub-Station separately. The contractor shall submit his bill complete in all respects every month. The payment shall be made normally within 30 days' from the date of submission of bill, complete in all respect after deducting the statutory levies & other deductions, if any.

However no interest shall be paid if payment is delayed. The contractor has to furnish proof of submission of Provident Fund in respect of the staff employed by him with the monthly bill including certificate of payment along with details of payment to their staff through electronic transfer (NEFT/RTGS) mode to all of his staff engaged for the works for the bill period. **Cash payment to the deployed workers is not admissible**. The payment of monthly R.A. Bills will be released only after receipt of documentary evidence towards payment of minimum wages, EPF/ESI subscription etc. certified by Officer-in-charge of the work.

- 1.27 **PAYMENT TO STAFF DEPLOYED BY CONTRACTOR**:- The contractor shall be responsible for payment of wages to each staff up to the 7th of each month. The payment of wages must be made in accordance with the provisions of the labour law and as minimum wages declared by Labour commissioner, Govt. of CG. It will be binding on the contractor for monthly payment of Bonus @ 8.33%, Leave wages @ 6% and to deposit Employee & Employer's contribution towards EPF & ESIC on the monthly wages as applicable from time to time.
- 1.28 **DOCUMENTS TO BE SUBMITTED WITH MONTHLY BILL:-** The contractor has to furnish following documents in respect of the staff deployed by him with the monthly bill:-
 - a) The contractor should submit the Electronic transfer (NEFT)/(RTGS) (Real Time Gross Settlement) statement of bank clearly indicating the amount transferred to the concern staff account.
 - b) Original receipt of electronic challan cum return remittance for Provident Fund and ESIC contributions (Electronic Challan cum Return (ECR) indicating total number of staff for the work engaged by them, their PF no. and respective amount. Contractor shall ensure all the formalities regarding issuance of provident fund Account No. to his staff. Similarly contractor should submit the documentary evidence for payment of ESI to the concern department, apart from policy under
 - workman compensation and personal accident along with bill.c) The contractor shall submit the GST Challan in original paid by him towards GST, in advance. The amount will be paid after producing the documentary evidence in this behalf.
 - d) Payment details (payroll) of deployed outsourced staff along with EPF account No., contribution of staff and employer in separate column & contribution of ESI (if applicable) duly signed by the deployed outsourced staff deployed by the contractor. The contractor shall also furnish the details of special wages (Paid, if any) in the payroll (its proforma will be provided with work order).
 - e) Attendance sheet of deployed outsourced staff duly verified by concern JE or AE.
 - f) Any other item necessary as per Labour Law in force at the time of execution of contract.
- 1.29 <u>E.P.F. DEDUCTION</u> :- As per the relevant provisions under Employees Provident Funds and Miscellaneous Provisions Act, 1952, the bidder will have to furnish full particulars of EPF contribution in respect of staff engaged by him. All such details will have to be furnished along with the bill without which the bill will not be accepted. It is mandatory

for the contractor/bidder to pay EPF of all the staff engaged for work in the S/S of CSPTCL against this tender in single EPF challan against each Sub Station only, so that CSPTCL can verify the details of number of staff and their PF deduction conveniently. The concern EE (S/S) division will verify the details of each staff EPF Number and amount paid by the contractor to the commissioner EPF office.

1.30 INSURANCE CONCERNING TO STAFF OF CONTRACTOR: -

- (i) The contractor will arrange Health/appropriate insurance policies of sufficient amount for arranging compensation to his staff injured on duty.
- (ii) In case of any accident, total responsibility of whole treatment of staff shall rest on the contractor.
- (iii) CSPTCL will not make any such payment to the contractor's staff or any compensation etc. except the ordered amount to the contractor.
- (iv) The work contract in substation will be governed by the rules & acts of Factories Act as in existence.
- 1.31 The terms & conditions and specifications mentioned in tender specification shall be binding on the bidders. No condition or stipulation contrary to these condition shall be applicable. Please note that the bidders who do not accept terms and conditions stipulated in this tender specification, their offers are liable to be out rightly rejected without assigning any reason what-so-ever. Each page of TC Bid and Price Bid shall be signed by the bidder & affixed the seal.
- 1.32 <u>Order Placing Authority:-</u> The Chief Engineer (S/s-O&M) Raipur shall be the order placing authority for the entire work. Executive Engineer (Sub-station/ MRT cum Sub-station) Division shall be the OIC of the work and shall be responsible for ensuring the work to be carried out by the contractor. In case of any disputes arising during the contract period the decision of Chief Engineer (S/s-O&M) Raipur shall be final and binding on the contractor.
- 1.33 **Subletting of the Work is not allowed in any case**. At any time, if it comes into the notice of the Company that subletting has been done by any contractor, it shall be considered as breach of terms & conditions of the contract. In such case the order will be cancelled and punitive action shall be initiated.
- 1.34 **<u>Punitive Actions</u>**:-In case of defaults by the contractor, such as non-execution of work, violation/breach of terms and conditions of the contract/submission of fabricated or fraudulent supportive documents etc., CSPTCL shall take any one or all the punitive actions given below depending on the extent and seriousness of the default committed:
 - a) Forfeiture of security deposit.
 - b) Debar/blacklist the firm for future business for a specified period.
 - c) Cancel the contract partially or fully as outlined in Penalty Clause.
 - d) Impose a suitable penalty on account of financial loss to CSPTCL by the contractor due to default against the contract.
- 1.35 <u>Arbitration</u>: If, at any time related to contract, any question, dispute or difference, whatsoever arises between CSPTCL and the bidder, <u>upon</u>, or <u>in relation to</u> or <u>in connection with the Contract</u>, either party may forthwith give to the other, notice in writing of the arise of such question/ dispute or difference, the same shall be referred to the adjudication of two arbitrators. In such case one arbitrator to be nominated by CSPTCL and the other to be nominated by the bidder or in case said arbitrators not agreeing, then to the adjudication of the Umpire, to be appointed by the arbitrators, whose decision shall be final and binding on the parties under the provision of the Indian Arbitration Act, as applicable with its latest amendments, and of the rules there-under any statuary modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

Service under the contract shall be continued by the Contractor/bidder during the arbitration proceedings, unless otherwise, directed in writing by CSPTCL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued.

1.36 <u>Jurisdiction</u>:- All disputes, if any or claim arising out of the contract, agreement, purchase order etc. shall be triable in the competent court at Raipur only from where the order is placed and in no any other courts.

SECTION – II TERMS AND CONDITIONS

- 2.1 For operational work of substation, minimum 07 (Seven) No. personnel (including reliever) in each substation. There will be three shifts each of eight hours i.e. from 6:00 hours to 14:00 hours, 14:00 hours to 22:00 hours and 22:00 to 6:00 hours. The contractor will carry out the Operational shift work with minimum 01 (one) No. diploma holder substation operator and minimum 01 (one) No. ITI (Electrical) qualified substation attendant (with total 03 no. ITI personnel & total 04 No. Diploma personnel including reliever respectively), so as to comply the labour law. Any kind of overtime work/extra shift duty payment etc. will be on the contractor's part. Duty of operational staff may further be decided by OIC or shift chart prepared by OIC.
- **2.2** For watch & ward work of substation, minimum 04 (four) personnel (including reliever) required to be engaged in each substation. There will be three shifts each of eight hours i.e. from 6:00 hours to 14:00 hours, 14:00 hours to 22:00 hours and 22:00 to 6:00 hours. The contractor will carry out the watch & ward work round the clock with minimum 01 (one) No. guard in each shift, so as to comply the labour law. Any kind of overtime work/extra shift duty payment etc. will be on the contractor's part. Duty of watch & ward staff may further be decided by OIC or shift chart prepared by OIC.
- **2.3** For substation switch yard cleaning work, exclusively 01 (one) personnel required to be engaged in each substation in general shift i.e. from 8:00 hours to 17:00 hours. Any kind of overtime work/extra shift duty payment etc. will be on the contractor's part.
- 2.4 The contractor will deploy following category personnel with respective minimum qualification, passed from recognized institution for each substation. The personnel engaged must be domicile of Chhattisgarh state & the contractor has to submit the domicile certificate along with valid ID card issued by Govt. department e.g. Aadhar Card (UID)/ Driving License/Voter ID of the personnel so engaged. The contractor has to submit age proof certificate for watch & ward personnel and proof of qualification (as mentioned below) at the time of deployment of staff to OIC.

SI.	Category of Personnel to be engaged	Minimum qualification	Minimum No. of Personnel required
1	Substation Operator(Highly-skilled)	Diploma-"Electrical" (duly approved by AICTE/UGC)	04
2	Substation Attendant(Semi-skilled)	ITI-"Electrical" (possessing National Trade Certificate)	03
3	Substation Guard for watch & ward(Unskilled)	10 th pass	04
4	Substation Cleaner (Unskilled)	05 th pass	01

- 2.5 The contractor shall submit after verifying the original document (regarding qualification) of self-attested copy (self-attested by the outsourced staff) to the concerned Executive Engineer who intern shall verify the copy from original document and may be sent to the certificate issuing authority/institutions for cross verification. The Contractor shall engage the work force as per the required qualifications & it shall be the responsibility of the Contractor to maintain the records of the employees deployed by him as required in terms of the various labour laws.
- **2.6** The contractor and their deployed staff jointly and severely shall be responsible for all the punishment (judicially or administratively) as imposed by competent authorities in case of the outsourced staff engaged by him found under qualified or their deployed staff has submitted fraudulent document.
- 2.7 Officer-in-charge –The respective Executive Engineer (Sub-station/MRT Cum Substation) Dn. will be the Officer in-charge (OIC). TS/JE/AE (Sub-station) shall assist OIC in all and related matters. For non-observance of the terms and conditions including performance of the work of contract, correspondence shall be made by him with the contractor under intimation to CE(S/s-O&M) Raipur/Bilaspur.

- **2.8** Contractor's personnel at the place of duty shall be in uniform & confined inside to the substation area.
- **2.9** Control room/store room will not be used by contractor's staff for accommodation purpose.
- **2.10** Allotment of residential quarter on minimum requirement basis may be considered by CSPTCL on availability basis and on payment of quarter rental fee and electricity bill.
- **2.11** Necessary instructions for Operation of the substation shall be provided for the safe operation of each of the substation by the OIC.
- 2.12 Necessary safety appliances as per safety norms of EHV Sub Station required (like Helmets, safety eye glass, Hand Gloves for switchyard & battery room separately, 2 No. torch, rubber sole shoes, apron, gumboot, raincoat, first-aid box with all kits) and measuring instruments like multi meter, hydrometer, thermometer, funnel will be provided by the contractor as per monthly/quarterly/yearly requirement.
- **2.13** Blank log sheet, register and other stationary items (except permit book) refilling of printer cartage, A4 paper shall be arranged by the contractor as per monthly/quarterly/yearly requirement. Other material like Hacksaw blade, Cotton, Emry/sand paper, Lubricating oil, Greece, Jute, cloths will be provided by the CSPTCL.
- 2.14 In case if any equipment/ material gets defective or found not as per standard then it shall be replaced by contractor immediately. For providing uniform/ gum boot/ raincoat etc. to the deployed staff, contractor will not charge/ claim any reimbursement from his employees/ CSPTCL.
- **2.15** Control room and switch-yard will be handed over by CSPTCL to the contractor which should be maintained neat & clean by the contractor.
- **2.16** The operating staff deployed by the contractor is not authorized to open the control panels and other substation equipments.
- **2.17** The contractor's staff on duty will not allow any unauthorized person to enter in the Sub-Station yard.
- **2.18** The use of CSPTCL's telephone is restricted for operation purpose only for which record is to be maintained by the substation attendant. Telephone charges for operation/CSPTCL use will be made by CSPTCL. Any expenses arising due to telephone calls, not being made in the CSPTCL's interest shall be recoverable from the bidder.
- 2.19 <u>Prices</u>- The rates for the Operation work including watch & ward (monthly/per S/s basis) shall be in following parts as indicated below:-
 - a) Base Rate:- The Base rate is the rate of wages determined by the Labour Commissioner, Govt. of C.G. applicable on the date of issue of this tender under relevant provision of Minimum Wages Act-1948 for Highly-skilled/Semiskilled/Unskilled category of worker. This rate is variable (as per wages declared by Labour Commissioner, Govt. of C.G. from time to time).
 - b) **Base charge**: The base charge includes base rate along with all the specific charges/Mandatory payments. e.g. EPF, ESIC, Leave Wages & Bonus, etc.

Specific Charges include the expenses against the payment of EPF/ESI/Bonus. The details of these charges are mentioned below:-

I. EPF @ 13 % (on minimum wages fixed by the Labour Commissioner Govt. Of C.G.as amended from time to time) to be remitted along with the contribution from the labour to the EPF Commissioner regularly and obeying all other legal conditions as per Act.

The original Electronic Challan cum receipt shall be submitted for passing the bills. ठेकेदार द्वारा कार्य समाप्त करने के पश्चात् यदि ठेका श्रमिकों द्वारा कर्मचारी भविष्य निधि के संबंध में अंतिम भुगतान चाहा जाता है तो ठेकेदार की जवाबदारी है कि वह कर्मचारी भविष्य निधि के प्रपत्र–19 में औपचारिकताएँ पूर्ण कर कर्मचारी भविष्य निधि कार्यालय में आवेदन जमा करवाए।

II. The ES Insurance @ 3.25% (on minimum wages fixed by the Labour Commissioner Govt. Of C.G.as amended from time to time) to be remitted along with the contribution from the labour to the concern authority and obey all other applicable legal conditions as per Act. The payment of monthly bills submitted by contractor shall be released after production of original documentary evidence towards payment of ESI to concerned department. Where the ESI scheme is not applicable the contractor shall submit the original documentary evidence for insurance policy taken under workmen's compensation act and personal accident. The payment of monthly bills submitted by contractor shall be released after production of original documentary evidence.

The original receipt of EPF, ESI and other documents will be submitted to the Executive Engineer / OIC concerned. Attested copy of the EPF, ESI & other documents from same Executive Engineer where original documents submitted, shall be submitted along with bills of other substations for passing the bills.

III. Bonus @ 8.33% and Leave wages @ 6.00% of base rate shall be payable on monthly basis to the eligible staff as per the law applicable by the contractor. The payment against Bonus and Leave wages will be made on production of original documentary evidence towards payment of Bonus amount to Substation personnel duly authenticated by the Executive Engineer in charge.

2. Base charge as per base rate i.e. minimum wages fixed by Labour Department of CG State is indicated below:-

SI. No.	Payment Head	For Un-Skilled Cleaner per month (in Rs.)	For Un- Skilled guard per month (in Rs.)	For Semi-Skilled Substation Attendant per month (in Rs.)	For Highly- Skilled Substation Operator per month (in Rs.)
1	Monthly minimum wages including variable D.A. prevailing as on (01.04.21 to 30.09.21) (Base Rate)	9720.00	9720.00	10370.00	11930.00
2	EPF @ 13%	1263.60	1263.60	1348.10	1550.90
3	E.S. Insurance @ 3.25%	315.90	315.90	337.03	387.73
4	Bonus@ 8.33%	809.68	809.68	863.82	993.77
5	Leave wages @ 6%	583.20	583.20	622.20	715.80
6	Total(Rounded off)	12692.00	12692.00	13541.00	15578.00
7	No. of staff required	1	4	3	4
8	Total Base Charge per month per substation (Rs.)	12692	50768	40623	62312

<u>Note 1</u>:- The base rates mentioned above are based on the minimum wages declared (for category-A defined for specified regions) by the labour Department, Govt. Of. C.G., Raipur for the period 01.04.21 to 30.09.21. However, the base charges shall be fixed/decided as per the prevailing charges at the time of issue of LOA/detailed order as per minimum wages specified for actual category (A or B or C) of the city where the particular S/s is situated. The base charges calculated above at SI.No.8 is by considering the minimum wages specified for category-A i.e. on higher side and are inclusive of all the Mandatory payments viz EPF, Insurance, Leave wages and Bonus, etc. However, the base charges shall be revised at the time of revision of EPF, ESI rate & minimum wages declared by the Labour Department, Govt. of C.G.

<u>Note 2</u>:- As the Base charge is calculated on the basis of rate declared by Labour Commissioner C.G. vide Notification order No. (a) आठ/न्यू.वे./श्र.आ./2021/2122 dtd. 18.03.2021, thus one day wages will be calculated on the basis of notification clause-B(1), which is reproduced below.

......यदि किसी कर्मचारी ने अधिनियम एवं उसके अंतर्गत बनाये गये नियम के अनुसार संबंधित कैलैण्डर मास के समस्त अवकाश के दिनों का लाभ उठाया हो और यदि किसी संदर्भ मे एक दिन का वेतन संगणित करना हो तो उपरोक्तानुसार निर्धारित मासिक वेतन को 26 से भाग देकर संगणित किया जाएगा ... |

All these transactions/payment should be made to the concerned department (pertaining to mandatory payments) and substation personnel by Contractor through electronic transfer (NEFT/RTGS) only.

2.20 <u>Price Bid</u>: Price bid has to be submitted in prescribed format only as per Schedule-III. The base charges to be paid by contractor is variable depending upon rate declared by Labour Department from time to time. However the Rate quoted over & above base charges in price bid shall be FIRM throughout contract period which will include administrative, supervision charges, control room building/toilet cleaning/mopping/ sweeping charges and bidder's profit. The rates quoted in Percentage will not be considered. Bidder should quote lowest rate without taxes and duties. This quoted rate will remain fixed for the entire contract period including extension period given, if any.

GST/Cess, if any shall be paid extra by CSPTCL at actual. The offer with the rates given in any form/Proforma, other than mentioned in Schedule-III shall be liable for rejection.

The rate shall be quoted in FIRM Rupees (rate in words should also be mentioned along with figures). Lowest bidder (L-1) shall be evaluated on the basis of total value of contract, calculated for total quantity of the tender i.e. for 31 No. substations. All amounts should be rounded-off to two decimal places. While quoting the rate bidder shall note that in case contract of additional substations is awarded to them, they shall be bound to accept the contract on same rate, terms & conditions of the original order.

Price bid must be quoted without any assumption, condition, qualification, reservation or variation. Conditional tender offer or offers at variance from prescribed specification shall be turned as not eligible.

2.21 <u>LOSS TO CSPTCL</u>:- In case, the staff deployed by the Contractor involved/is found directly/indirectly (like their carelessness) in activities such as loss/damage of materials/properties of the office/ Sub-station, misappropriation or any other similar activities which causes loss to CSPTCL, the responsibility of the same shall lie on the Contractor & the same shall be managed/recovered from the Contactor.

2.22 TERMINATION OF CONTRACT AWARD:-

The contract can be terminated partially/ fully at any time by giving one month's notice by CSPTCL.

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

a) The contractor shall indemnify and save CSPTCL against all actions, suits, claims, demands, costs or expenses arising in connection with injury suffered prior to the date when the work shall have been taken over by person employed by the contractor, his subcontractor on the works whether under the General law or under the Workmen's Compensation Act. 1923 or any other statutes or law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims there under.

- b) On the occurrence of an accident which results in the death of any of the workman employed by the contractor or which is so serious as to be likely to result in death of any such workman, the contractor shall intimate immediately telephonically and in writing within 24 hours of happening of such accident to the concerned Executive Engineer of CSPTCL related to all concerned the fact of such accident. The contractor shall indemnify CSPTCL, against all loss or damage sustained resulting due to directly or indirectly from contractor's failure, including all liabilities, if any, under the Workmen's Compensation Act., or otherwise to conform to the provision of the said Act, in regard to such accident/incident.
- c) In the event of any claim, being made, any action brought against CSPTCL, any dispute arising out of the matter referred to or in respect of which to contract is liable under this clause; the contractor shall immediately notify thereof. And he shall, with the assistance, if he so requires from CSPTCL but at the sole expense of all liabilities the contractor will conduct all negotiations for the settlement of the same or any litigation that may arise, there from. In such case, CSPTCL shall at the expense of the contractor, will provide assistance for any such purposes.
- d) In the event of an accident, compensation if any may become payable under Workmen's Compensation Act 1923 should be responsibility of the contractor.
- e) The amount of all costs, damages or expenses or other sums which under this clause or any other terms & conditions of contract shall be payable by the contractor to CSPTCL or same may be deducted by CSPTCL from any money due/becoming due to the contractor under the same or any other contract terms & conditions. Without any prejudice CSPTCL right to recover the same by ordinary process of law.
- f) The contractor has to protect the theft of equipment and other materials of EHV substations. In case of theft the FIR shall be lodged by the contractor's personnel. In case of loss to CSPTCL due to theft, the same shall be made available or to be provided by the contractor.

2.24 WORKERS ENGAGED BY THE CONTRACTOR:

- i. CSPTCL will not be in any manner, responsible for any act, omission or commission of the workers engaged by Contractor and no claim in this respect will lie on CSPTCL. If any such claim is made against CSPTCL by any worker engaged/employed by the Contractor, which CSPTCL is obliged to discharge by virtue of any statute of any provision of law and rules due to mere fact of the workers of the Contractor working at the Sub-station premises or otherwise, the Contractor will be liable to indemnity/reimburse CSPTCL all the money paid in addition to the expenses incurred.
- ii. The Contractor shall be responsible in respect of the employment or nonemployment of the working force engaged by him at his own level and CSPTCL shall have no role to play in the said matter. In case any loss is caused to CSPTCL by the working force of the contractor, by the deeds or litigation, then the Contractor shall have to bear the cost of such litigation along with the value of the loss caused.
- iii. The Contractor shall engage the work force as per the required qualifications & it shall be the responsibility of the Contractor to maintain the records of the employees deployed by him as required in terms of the various labour laws.
- iv. The contractor shall obtain necessary license under the Contract Labour Act, 1970, and shall fully comply with requirement of all labour laws including Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Industrial Employment (Standing Orders) Act, 1946, Employees Provident Funds and Miscellaneous Provisions Act, 1952, ES Insurance Act 1948, and any other labour law as applicable in the State of Chhattisgarh. Contractor will keep all workers fully insured as per law and which will remain valid and operative till the expiry of work order or time if extended further. In case if violation of any Rules, Regulations, Laws Acts etc. as mentioned above, registered in competent Court

and any type of penalty/fine imposed on CSPTCL due to default of contractor, CSPTCL reserves the right to recover such amount from contractor's bills/SD or by any other means. The decision of CSPTCL shall be final & binding on the contractor.

- **2.25** For any unforeseen happenings, accident etc., the risk will be covered by the contractor and CSPTCL will no way be liable for any type of compensation.
- **2.26** Any other instructions/condition issued from time to time by the CSPTCL's competent authority will be observed by the contractor.
- **2.27** The list of all staff with full address along with proof of qualification & two copy of photograph will be handed over by contractor to OIC for official record. The contractor must submit police verification report of their staff before deployment to OIC. The contractor will issue the Identity Card with photograph to his staff and it will be obligatory to exhibit the I-Card while on duty.
- **2.28** <u>Jointly inspection of EHV substation</u>: Contractor or his authorized representative with AE/JE (substation), may jointly visit each allotted substation once in a quarter for reviewing the performance/working ability of their deployed staff.

The contractor will not change his staff without proper justification & consent of OIC of the work.

- **2.29** The payment to the employees deployed has to be ensured by contractor on or before 7th of each month, through Electronic transfer (NEFT / RTGS) or by credit to employee's bank account. Cash payment is not admissible.
- **2.30** If the performance of the contractor is not found satisfactory or contractor is not found performing as per the operating instructions by Sub-Station In charge, at any time, the contract may be terminated by CSPTCL as per termination clause of the tender. The decision of CSPTCL shall be final and binding.
- **2.31** The authorization chart of staff engaged by the contractor for the duty is to be displayed in control room duly approved by Executive Engineer (Sub-station) of the area.
- **2.32** The employee deployed by the contractor should be conversant with the utilization of fire extinguishers and safety appliances in emergency.
- **2.33** Uniform should be provided by the contractors to their staff.
- **2.34** The contractor's staff shall maintain log sheet, daily data, monthly data, tripping record of all equipment's maintenance record and movement register as per proforma provided by EE (Substation), which is to be certified by EE(Substation) before passing of monthly bill.
- **2.35** The personnel engaged by contractor for operation work will maintain the battery set & recording of pilot cell reading as per schedule given by OIC and accordingly maintain the battery register.
- **2.36** CHECK LIST:-The checklist (as per annexure-XI) in respect of various schedules etc. required to be submitted by the Bidder without which the tender will be considered incomplete and liable for rejection. The Bidder should submit all schedules duly filled-in along with their offer.

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SECTION - III

SPECIFICATION & SCOPE OF WORK

This specification covers the scope of works for Operation including watch & ward of 220 KV Sub-stations, mentioned below.

- a. Operation of the Substation.
- b. Round the clock (i.e. 24 hours/day) watch & ward services in EHV S/S.
- c. Substation cleanliness.

Technical specifications of above works are detailed below:-

OPERATIONS OF THE SUBSTATION

- **3.1** Operational works of 220 KV Sub-Stations:- The following activities of EHV Sub-Stations are under operation:
 - a) Switching on and off of power supply on any one or on a number of feeders / transformers / buses with or without isolator operation altering / interrupting supply structure / network of Sub-stations in a limited way or partial manner.
- 3.2 Operational activities concerning to switchyard / control room equipments:
 - a) Switchyard equipments:- Transformers, breakers, isolators, reactors, capacitors, LA and other equipments.
 - b) Control room equipments:- Control panels and relays, battery/battery chargers, PLCC cabinet and AC/DC distribution system.
- **3.3** Operations carried out in total supply failure conditions.
- **3.4** Emergency operations:- Taking action to avoid any abnormal condition arising on account of over loading, over voltage, under voltage, under frequency, excessive temperature rise, AC/DC supply failure which may result partial or total grid failure.
- 3.5 Operating work of 220 KV Sub-stations:
 - a) Supervision of proper functioning of switch yard equipments in service and protective relay inside the control room. Recording of condition of equipments in shift duty registers on hourly basis. Any abnormality / deviation of condition of substation equipments shall be intimated immediately to the in-charge of substation for remedial actions.
 - b) Recording of load flow data on half hourly basis in the prescribed proforma given by EE(Substation) of the area such as :
 - i. Load on feeders.
 - ii. Load on transformers
 - iii. Voltage on 220/132/33 KV side of switchyard
 - iv. Temperature of the transformer oil
 - v. Temperature of the winding of transformer
 - vi. SF6 / Air Pressure / Hydraulic Oil Pressure in the Circuit Breaker.
 - vii. Charger current / voltage
 - viii. Voltage / specific gravity reading of pilot cell once in each shift.
 - ix. Leakage current /surge counter monitoring of L.A. –in each shift.
 - x. To check oil level in main/ OLTC conservator.
 - xi. Monitoring of tap position of transformer.
 - xii. Switching of capacitor banks.
 - c) Recording of pilot cell reading such as specific gravity (S.G.) of battery once in each shift for maintaining the condition of the battery. Also the earth leakage current is to be recorded in each shift on the log sheet of the battery register.

- d) The personnel engaged by contractor for operation work will maintain the battery set as per schedule and monitor the level of distilled water in the batteries and do topping if required. Distilled water will be provided by CSPTCL.
- e) Checking of fuses in marshalling box of power transformers and distribution box of station transformers, renewal of fuses if required in consultation with officer incharge. Fuse, wire, cables, MCB etc. will be provided by CSPTCL.
- f) Checking and recording of radiator valves which should be in open position.
- g) Checking the status of silica gel and replacement of it, if required. Silica gel will be provided by CSPTCL.
- h) Recording of Battery Voltage, its charging current, status of indicator lamps installed on the panels and hourly reading of the Ampere meter/volt meter will be recorded in the register in the specified manner. Complete log-sheet would be filled on hourly basis apart from inspection of the switchyard. The defective/fused indicating lamps of Control & Relay Panel shall be arranged & replaced by CSPTCL.
- i) Checking of Las, CTs, PTs, bushings and insulator for cracks, if any.
- j) Checking for noise and vibration or any abnormality from oil pumps / compressor and cooling fans.
- k) The staff engaged by contractor will not be authorized to issue or receive any permit to work on line; and they are not authorized to work on live equipment of the substation.
- I) The operating instructions given by EE Substation of the area are to be followed for operation as per the authorization chart by the shift staff of the contractor.
- m) Operation of 220 KV Sub-stations may be carried out as per the standard manual and in consultation with the concern supervisor or the in charge of substation of CSPTCL.
- n) The monthly progress report and load flow data, checking bus balance daily/weekly and monthly interruption statement, maintenance statements etc., as per prescribed proforma by CSPTCL, are to be submitted by contractor to the Substation In-charge before passing of monthly bills.
- o) The computer may be provided to the EHV S/S by CSPTCL. All the load flow data etc will be feed in the computer by the contractor. Record will be maintained in the computer as directed by Substation In-charge.
- p) The operating staff engaged by the contractor has to be check the hot points/abnormality of all types of clamps/ jumpers /connectors of all equipment if noticed and replacement of clamps/jumpers/connector as per the requirement/ necessity under the supervision of OIC. Any spares required to replace shall be provided by CSPTCL.
- q) The tripping & other maintenance records are to be maintained by the contractor as per proforma provided by EE(Substation) in registers which is to be certified by EE(Substation) before passing of monthly bill.

r) The substation attendant deployed by contractor have to maintain control room building light & fan. The fused bulbs/burnt tube lights and chokes in control room building shall be replaced by the contractor's staff and required materials are to be provided by CSPTCL.

3.6 <u>Watch & Ward of EHV Substation:</u>-

- a) Proper watch of the yard and premises associated with substation should be ensured by the Contractor and minimum one guard round the clock will be available at Substation. Thus the contractor has to be provide one guard for watch & ward in each shift i.e. from 06:00 Hrs to 14:00 Hrs, 14:00 Hrs to 22:00 Hrs and 22:00 Hrs to 06:00 Hrs for safety of EHV Substations/Control room.
- b) The contractor has to protect the theft of equipment and other EHV materials from EHV S/S. They have to arrange to prevent the entry of unauthorized persons & animals in the campus of EHV S/S. In case of theft the FIR shall be lodged by the contractor's personnel. In case of loss to CSPTCL due to theft, the same shall be made good by the contractor.
- c) The watch & ward personnel of contractor are required to be present in duty well dressed in uniform with cap having ID card, torch, stick, shoes, whistle & raincoat and having good body build-up for maintaining security services in protected area as declared by the Government.
- d) The Contractor has to provide minimum 01(one) guard in each shift for safety of EHV S/S. The age of personnel shall be more than 21 years but less than 45 years and having minimum qualification as 10th pass.
- e) They should know the first aid service and use of firefighting equipment during emergency, if required.
- f) The scope of duties of guard involves patrolling of the yard/substation premises round the clock, checking/watching/ visitors, incoming / outgoing staff and vehicles for unauthorized entry / exit of individuals and materials.
- g) A visitor's register & movement register has to be maintained by the guard as per the format given by the substation in-charge and will produce it to him on demand as and when required.

3.7 <u>Substation cleanliness</u>:

Cleaning of Control Room Building & switchyard:-

- (i) The substation cleaner provided by the contractor will carry out the substation's switch yard cleaning work in general shift i.e. from 8:00 hours to 17:00 hours. No any reliever is required and the personnel so engaged will avail a weekly off, as decided by OIC.
- (ii) This shall be the contractor responsibility to maintain complete switchyard of the Sub-station within yard fencing, neat and clean from wild grass/ shrubs/ pieces of GI, cable, aluminum/copper conductors. In case, cleanness is not found satisfactory by OIC, implementation of penalty shall be levied to the contractor as per Penalty clause No.1.23.
- (iii) The contractor should make necessary arrangement for regular cleanness of control room building/ toilets by phenyl/ acid etc. Phenyl/ acid and other necessary material like harpik, naphtha balls, hand wash are to be provided by contractor as per monthly requirement. This job shall be in addition to the scope of work as above under (i) for which necessary resources shall be used by the contractor. The contractor shall not claim any additional payment in regular bills to be submitted to OIC on this account.
- (iv) The contractor should ensure proper water supply on earth pits of equipments. The arrangement of water supply through bore & pipe shall be made available by CSPTCL.

SCHEDULE-I

SCHEDULE OF QUESTIONNAIRE – GENERAL INFORMATIONS

(To be kept in the envelope Part-II i.e. Commercial Technical Bid)

Separate sheets should be used, wherever necessary.

- 1. Name and Address of the bidder
- 2. Name and Address of the firm / company etc.
 - a) Registered Office
 - b) Address
 - c) Email-Id
 - d) Telex / Fax No.
 - e) Telephone number.
- 3. a) Whether bidder is an old participant with CSPTCL; Yes / No
- If yes, whether documentary evidence is enclosed? Yes / No
- 4. Any other information that the bidder may like. If yes, give details in order to highlight the bid.

PLACE	SIGNATURE OF BIDDER
DATE	NAME IN FULL
	DESIGNATION/STATUS IN THE COMPANY
	COMPANY SEAL

(CP-)

SCHEDULE-II PART – A **COMMERCIAL INFORMATION**

(TO BE KEPT IN THE ENVELOPE (PART-II) "(COMMERCIAL TECHNICAL BID)"

- 1) 2)
- Strike off, whichever is not applicable. Separate sheets should be used, wherever necessary.

SI.	Item/Particular	Details
1. i)	Earnest Money details Bank draft / Banker's cheque / Cash with RAO,CSPTCL, Raipur	
ii)	Amount of E.M.D. (in Rupees)	
iii)	D.D. No./Banker's cheque no.	
iv)	Date of issue of above	
V)	Issuing Bank / Drawn on Bank	
2.	Whether the offer is valid for 180 days from the date of opening of commercial / technical bid. (Agreed/DISAGREED). If not than state the validity period offered by the bidder	Yes/No
3.	Any other tax if applicable, state the rate of tax, and whether it shall be borne by CSPTCL / Bidder	Yes/No
4.	PAYMENT TERMS	
i)	Whether C.S.PTCL's terms of payment is acceptable to the bidder (Agreed/DISAGREED)	(Agreed /Disagreed)
ii)	(If no than state conditions)	
5.	PENALTY-CLAUSE : Whether agreeable to Trans Co. Penalty Clause	(Agreed /Disagreed)
6.	SECURITY DEPOSIT: Whether agreeable to furnish Company's Standard Security Deposit @ 10% of contract value (including GST/Cess etc. if any) for satisfactory execution of the order.	(Agreed /Disagreed)
7.	Whether photocopy of the following documents:-	
i)	Copy of balance sheet including ITR	Yes/No
ii)	Profit & loss Account for last 5 years financial year have been enclosed	Yes/No
iii)	Minimum annual average turnover of not less than ₹ 1.25 crore in last three financial years have been enclosed and cash credit limit certificate ₹ 69.11 lakh.	Yes/No
8.	EXTENSION ORDER: - Whether you agree to accept extension order at the same rates, terms and condition if any extension order is placed from the date of placement of detailed order.	Yes/No

PLACE: DATE:

SIGNATURE OF BIDDER NAME IN FULL DESIGNATION/STATUS IN THE FIRM COMPANY SEAL

SCHEDULE-II

<u>PART – B (I)</u>

SCHEDULE OF PAST EXPERIENCE

(TO BE KEPT IN THE ENVELOPE (PART-II) "(COMMERCIAL TECHNICAL BID)"

From:- Bidder's Name & Address

To,

The CHIEF ENGINEER (S/s-O&M) C.G. State Power Transmission Co. Ltd, Daganiya, **RAIPUR** (C.G.) 492 013

Dear Sir,

Sub:- Past Experience.

We furnish herewith the record of our experience, which is as follows:

S.	Client's	Order	Value	Bri	ef details	order of S	Sub-station's	O&M work
No.	Name &	No. &	of the	No. of	Name	Place/	Voltage	Date of
	Address	Date	order	S/s	of S/s	State	Level	Commissioning

Note :- Photocopies of the orders received from other State Electricity Boards / Government Undertakings etc. should be enclosed.

UNDERTAKING

I..... sole proprietor / partner / Director / Authorized Signatory of M/s am giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms and conditions. In case it is observed to be false / incorrect / incomplete subsequently, I will be solely responsible.

PLACE:	SIGNATURE OF BIDDER
DATE:	NAME IN FULL
	DESIGNATION/STATUS IN THE COMPANY
	COMPANY SEAL

<u>SCHEDULE-II</u> PART – B (II)

SCHEDULE OF PAST PERFORMANCE

(TO BE KEPT IN THE ENVELOPE (PART-II) "(COMMERCIAL TECHNICAL BID)"

From:- Bidder's Name & Address

To,

The CHIEF ENGINEER (S/s-O&M) C.G. State Power Transmission Co. Ltd, Daganiya, **RAIPUR** (C.G.) 492 013

Dear Sir,

Sub:- Past Performance.

We furnish herewith the record of our Performance against the order submitted for proforma part B(I) of schedule (II), which is as follows:

S.	Client's	Order	Value	Bri	ef details	order of S	Sub-station's	O&M work
No.	Name &	No. &	of the	No. of	Name	Place/	Voltage	Performance
	Address	Date	order	S/s	of S/s	State	Level	

Note :- Photocopies of the for performance received from other State Electricity Boards / Government Undertakings etc. should be enclosed.

UNDERTAKING

I..... sole proprietor / partner / Director / Authorized Signatory of M/s am giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms and conditions. In case it is observed to be false / incorrect / incomplete subsequently, I will be solely responsible.

PLACE:	SIGNATURE OF BIDDER
DATE:	NAME IN FULL
	DESIGNATION/STATUS IN THE COMPANY
	COMPANY SEAL

(CP-)

SCHEDULE-II

<u> PART – C</u>

SCHEDULE OF COMMERCIAL DEVIATIONS

(TO BE KEPT IN THE ENVELOPE (PART-II) "(COMMERCIAL / TECHNICAL BID)"

From: - Bidder's Name & Address To,

The CHIEF ENGINEER (S/s-O&M) C.G. State Power Transmission Co.Ltd, Daganiya, **RAIPUR** (C.G.) 492 013

Dear Sir,

Sub:- Commercial Deviation

The Commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are as under:-

S. No.	Condition	Clause No. of Tender Document	Page No. of Tender Document	Statement of Deviations and Variations
1	2	3	4	5

- 2. Except for aforesaid Commercial Deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variations / Deviations etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.
- 3. It will be discretion of CSPTCL either to consider any commercial deviation or Not while placing the order.
- Note:-Continuation Sheet of like size & format may be used as per Bidder's requirements and shall be annexed to this schedule.

PLACE:

DATE:

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/STATUS IN THE COMPANY

COMPANY SEAL

SCHEDULE-II

<u>PART – D</u>

SCHEDULE OF TECHNICAL DEVIATIONS

(TO BE KEPT IN THE ENVELOPE (PART-II) "(COMMERCIAL / TECHNICAL BID)"

From: - Bidder's Name & Address

To,

The CHIEF ENGINEER (S/s-O&M) C.G. State Power Transmission Co.Ltd, Daganiya, **RAIPUR** (C.G.) 492 013

Dear Sir,

Sub:- Technical Deviation.

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are as under:-

S. No.	Condition	Clause No. of Tender Document	Page No. of Tender Document	Statement of Deviations and Variations
1	2	3	4	5

- 2. Except for aforesaid Technical Deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variations / Deviations etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.
- 3. It will be discretion of CSPTCL either to consider any Technical Deviation or Not while placing the order.
- Note:-Continuation Sheet of like size & format may be used as per Bidder's requirements and shall be annexed to this schedule.

PLACE:	SIGNATURE OF BIDDER
DATE:	NAME IN FULL
	DESIGNATION/STATUS IN THE COMPANY
	COMPANY

(CP-)

<u>SCHEDULE-III</u> <u>PRICE – BID SCHEDULE</u> <u>Tender No. S/S-O&M -12/21-24/72 dated 30.04.2021</u>

Price bid schedule for Operation (Including Cleaning, Watch & Ward) work of 1 No. 220 KV Sub-stations per month (Through e-bidding in SAP SRM System).

SI.	Particulars	Total Base charges per S/s per month(including EPF, ESI, Bonus, leave wages)	Monthly Quoted Rate over & above base charges.
1.	The Operation of 220/132KV Sub-station as specified in the tender Document.	Rs.1,02,935/-	
2.	The Watch & ward of 220/132KV Sub-station as specified in the tender Document.		Rs (In words)
3.	Sub-station switch yard cleanliness as specified in the tender document.	Rs.12,692/-	

Base charge per month per substation is based on the minimum wages declared by the Labour commissioner Govt. of C.G. w.e.f. 01.04.2021 (variable) for Highly/Semi/Un-skilled category of workers

Note :-

- The Rate quoted over & above base charges in price bid shall be FIRM throughout contract period which will include administrative, supervision charges, control room building/toilet cleaning/mopping/sweeping charges and bidder's profit. Bidder should quote lowest rate without taxes and duties. This quoted rate will remain fixed for the entire contract period & extension period, if any given. However the base charges will be variable depending upon the base rates declared by labour Commissioner Govt. of C.G., from time to time.
- 2. GST/Cess if any, shall be paid extra by CSPTCL at actual.
- 3. The offer with the rates given in any form/Proforma, other than that mentioned above shall be liable for rejection.
- 4. The rate shall be quoted in FIRM Rupees (rate in words may also be mentioned along with figures). In case of difference between the rate mentioned in words and figures, the rate mentioned in words shall be considered.
- 5. Lowest bidder (L-1) shall be evaluated on the basis of total value of contract calculated on quoted rate for total quantity of the tender i.e. for 31 No. Substation including all activities.
- 6. All amounts shall be rounded-off to two decimal places.
- 7. The bidder shall keep in mind that, in case contract of additional substations is awarded to them, the ordered rate shall be binding upon them to accept the additional work.
- 8. The rate offered by the bidder shall be considered for entire tender quantity (say 31 No.) No offer for part quantity shall be considered.

Place: - -----Date: - ----- SIGNATURE OF BIDDER NAME IN FULL STATUS SEAL, IF ANY

LIST OF 220 KV SUBSTATION

(A) LIST OF 220 KV SUBSTATIONS CHARGED AS ON 31.03.2021

SI	Name of Sub-station	SI.	Name of Sub-statoin
1	Banari	14	Kotmikala
2	Barsoor	15	Kuthrel
3	Bemetara	16	Mopka
4	Bhatapara	17	Mungeli
5	Bhilai	18	Narayanpur
6	Bilaspur	19	Paraswani
7	Bishrampur	20	Raigarh
8	Borjhara	21	Saraipali
9	Chhuri	22	Siltara
10	Doma	23	Suhela
11	Gerwani	24	Thelkadih
12	Gurur	25	Urla
13	Kawardha		

(B) LIST OF 220 KV SUBSTATIONS TO BE CHARGED AFTER 31.03.2021

S I.	Name of Sub-station	SI.	Name of Sub-station
1	Ahiwara	4	Patan
2	Dal-Dal-Seoni	5	Rajim
3	200 MW Korba	6	Semariya (Litiya)

(CP-)

<u>ANNEXURE – I</u>

AGREEMENT (PROFORMA)

(To be executed on non-judicial stamp paper worth Rs.300/- only with a revenue stamp of Re.1/- affixed)

And the Chhattisgarh State Power Transmission Co.Ltd, Raipur being the Company constituted by The Government of Chhattisgarh vide its notification no.F 1-8/2008/13/1 dtd 19 December 2008, (hereinafter called the Company which expression shall, where the context so admits, be deemed to include its permitted assigns) OF THE OTHER PART.

WHEREAS in accordance with a notice No. dt dt issued by CHIEF ENGINEER (S/s-O&M) RAIPUR of the Company, the Contractor submitted his tender No.

NOW THEREFORE THIS AGREEMENT WITNESSES AND IS hereby agreed as follows:-

- 1) The contractor shall carry outand do, perform and carry out all matters incidental and / or ancillary thereto within the time specified in the and in accordance with the terms and conditions specified in the Company's Work Order No.....dtd
- 2) For the work done under the scope of the Company's Work Order referred above, the Company shall pay to the Contractor Rs...... (In words Rupees only) or such other sum as may become payable in accordance with the said work order.
- 4) This agreement shall be deemed to be entered into at Raipur and all disputes and claims, if any, out of or in respect of this Agreement are to be settled at Raipur or be triable only in any competent court situated at Raipur.

IN WITNESS whereof the parties hereto have signed this agreement on the dates and year mentioned against their respective signature.

Signature of Witness:	Name & Signature for Contractor
1. Signature:	Signature (On behalf of the Contractor)
Address:	Name:
2. Signature:	Designation:
Address:	Seal
Signature of Witnesses	S:
1	Signature (On behalf of CSPTCL)
2	Name
	Designation

<u>ANNEXURE – II</u>

Article I. BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

NOTE FOR TENDERS : (Note to be typed in the Bank Guarantee) To be furnished in nonjudicial stamp paper of Rs. 250 and Rs. 1/- revenue stamps applicable as per MP/Chhattisgarh duty Act from any Nationalized /Scheduled Bank.

Bank Guarantee No. ------ Dtd------ Dtd-------

In consideration of the Chhattisgarh State Power Transmission Co.Ltd Raipur (A successor Company of Chhattisgarh State Electricity Board Raipur hereinafter referred to as CSPTCL) 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_____ (hereinafter referred to as Contractors the Bank of hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing from the Chhattisgarh State Power Transmission Co.Ltd or any Officer authorized by it in this behalf of any amount upto (in words) ----and not exceeding Rs -----only to the said the Chhattisgarh State Power Transmission Co.Ltd on behalf of the aforesaid M/S who have tendered and contracted for the supply of material equipments or service to the said the Chhattisgarh State Power Transmission Co.Ltd against order No.----- dtd ------ dtd ----------- for the order value of Rs -----

The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Co.Ltd Raipur (.A successor Company of Chhattisgarh State Electricity Board Raipur).the proceeds / encashment of this Bank Guarantee would go in the name of Chhattisgarh State Power Transmission Co.Ltd Raipur (.A successor Company of Chhattisgarh State Electricity Board Raipur)

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

The liability under this guarantee is restricted to Rs ------only. This guarantee shall remain in force until------ unless a demand to enforce a claim

under the guarantee is made under this Bank Guarantee by CSPTCL to the Bank within six months from that date the rights of the Chhattisgarh State Power Transmission Co.Ltd under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liability there under.

WITNESS		Signatures Authorized signatories of Bank
1	Signed	
2	for	Bank

.

Annexure-III

UNDERTAKING

I declare that if CSPTCL awards the contract to my/our firm/company I will submit the valid "A" Class Electrical Contractor License issued by Licensing Board of C.G. Govt. in favour of my/our firm/company within 30 days of issuance of LoA/LoI.

Further I also declare that if I do not submit the "A" Class Electrical Contractor License issued by Licensing Board of C.G. Govt. in favour of my/our firm/company within 30 days of issuance of LoA/LoI. CSPTCL is entitled to cancel/reject the LoA/LoI issued in favour of my/our firm/company for which I will be solely responsible.

Place: - Date: -

Signature of the authorized Representative of the firm/company Name (in block letters)

Seal of the firm/company

Annexure-IV

UNDERTAKING

I declare that if CSPTCL awards the contract to my/our firm/company I will submit the necessary Labour License issued by competent authority in favour of my/our firm/company within 30 days of issuance of LoA/LoI.

Further I also declare that if I do not submit the necessary Labour License issued by competent authority in favour of my/our firm/company within 30 days of issuance of LoA/LoI. CSPTCL is entitled to cancel/reject the LoA/LoI issued in favour of my/our firm/company for which I will be solely responsible.

Place:
Date:

Signature of the authorized Representative of the firm/company Name (in block letters)

.....

Seal of the firm/company

Annexure-V

Annexure-V(a)

UNDERTAKING

I declare that if CSPTCL awards the contract to my/our firm/company I will submit the necessary ES Insurance registration document issued by competent authority in favour of my/our firm/company within 30 days of issuance of LoA/LoI.

Further I also declare that if I do not submit the necessary ES Insurance registration document issued by competent authority in favour of my/our firm/company within 30 days of issuance of LoA/LoI. CSPTCL is entitled to cancel/reject the LoA/LoI issued in favour of my/our firm/company for which I will be solely responsible.

Place: - Date: -

Signature of the authorized Representative of the firm/company Name (in block letters) Seal of the firm/company

Annexure-V(b)

UNDERTAKING

I declare that if CSPTCL awards the contract to my/our firm/company I will submit the necessary workman compensation policy issued by competent authority in favour of my/our firm/company within 30 days of issuance of order.

Further I also declare that if I do not submit the necessary workman compensation policy issued by competent authority in favour of my/our firm/company within 30 days of issuance of order. CSPTCL is entitled to cancel/reject the order issued in favour of my/our firm/company for which I will be solely responsible.

Place: - Date: -

Signature of the authorized Representative of the firm/company Name (in block letters)

Annexure-VI

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES BANK CERTIFICATE

Their financial transactions with our Bank have been satisfactory. They enjoy the following fund based and non-fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

SI.No.	Type of Facility	Sanctioned Limit as on Date	Utilization as on Date

This letter is issued at the request of M/s

Signature Name of Bank Name of Authorized Signatory Designation Phone No Address

SEAL OF THE BANK

Annexure-VII

Quality Distribution Formula								
In case of distribution for		Ratio for original ranking						
	L1	L2	L3	L4	L5	L6	L7	L8
Two Parties	60	: 40						
Three Parties	50	: 30	:20					
Four Parties	40	: 30	:20	:10				
Five Parties	35	: 25	:20	:10	:10			
Six Parties	35	: 25	:10	:10	:10	:10		
Seven Parties	30	: 20	:10	:10	:10	:10	:10	
Eight Parties	25	: 15	:10	:10	:10	:10	:10	:10

(A) Quantity Distribution Formula

However, capability, capacity and past performance will be kept in view for the allocation of quantity to multiple sources. In addition to the above, in case more than one party have the same rank, then their share will be added and equally distributed. For example, if distribution is to be made among six parties and two parties stand as L-2 i.e. the original rankings are L-1, L-2, L-2, L-3, L-4, L-5, then from the above table the distribution shall be :-

L-1	:	35%
L-2	:	17.5% } i.e. $\frac{25+10}{2} = 17.5\%$
L-2	:	17.5% }
L-3	:	10%
L-4	:	10%
L-5	:	10%

(B) 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 out rightly rejected.

Rates 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.

Note:- Reference - Secretary, CSEB, Raipur Circular No:05-01/Fin/2184 Raipur, dated 05:06:2003

Annexure-VIII

CERTIFICATE ISSUED BY CHARTERED ACCOUNTANT

(To be furnished for bidder in original)

(Please ensure the language of the format is maintained to avoid bid rejection)

Name of the bidder:-

- a. All payment obligations (principal/interest) on outstanding debentures (i.e. debentures which have not yet been redeemed) have been discharged and no such payment as on 31.03.2021 is outstanding /overdue.
- b. The Bidding company is presently not in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder has not been classified as NPA (Non performing assets) by the creditor/ leading bank as on date of issue of NIT.
- c. The bidding company is not going through the process of insolvency or liquidation as on the date of issue of NIT. Even, if at a later date up to placement of order against the instant tender, if it comes to the notice of CSPTCL that the bidder has been going through the process of insolvency or liquidation, their bid will be rejected.

Date	SIGNATURE OF CHARTERED ACCOUNTANT

Place

Name (SEAL)

Annexure-IX

UNDERTAKING FOR LOTTERY FOR NEGOTIATION OF RATE

I/We Proprietor/ Partner of (name of firm) hereby undertake that in case same rate is quoted by two firms then I/We shall have no objection in deciding the lowest bidder on the basis of lottery for negotiation of rate. In such case, I/We will not lodge any claim on any behalf in respect of this contract.

I/We hereby declared that carteling is not allowed as per tender specification.

Place	Signature of bidder
Date	Name (in full)
	Status in the firm if any
	Seal of the firm
	Mobile No

Annexure-X

Declaration to be submitted by bidder

This is to certify that I/We (insert Name & address of the Contractor) am/are have submitted my/our bid to CSPTCL against their tender specification vide ref. No. for Operation (including cleaning, watch & ward) work of 220 KV Substations.

I/We hereby declared that I/We were not be debarred/black-listed by Bank / State Govt. / Central Govt./ State PSU/CPSU/SEB/Public utility as on the date of issue of NIT.

&

All the documents/ statements/ attachments/ information submitted by (Name of the bidder) M/s in proof of the qualifying requirements are authentic / genuine /correct and in case, any of the said documents / statements / attachments / information is found to be false / fake / misleading, the bid will be disqualified and action will be taken as per relevant provisions of the tender.

&

I/We hereby declared that our firm has not been penalized by any Labour Laws Enforcement Authority for non-observance of any of the labour laws during past three years (as on the date of issue of NIT).

Place	Signature of bidder
Date	Name (in full)
	Status in the firm if any
	Seal of the firm
	Mobile No

(CP-)

Annexure-XI

CHECK-LIST

S. No.	Head	Particulars	Declaration (Strikeout whichever is not applicable)
1.	Schedule-I	General Information of Bidder	Yes/No
2.	Schedule-II-A	Commercial information	Yes/No
3.	Schedule-II-B(I & II)	Bidder's Past Experience/performance	Yes/No
4.	Schedule-II-C	Schedule of Commercial Deviations	Yes/No
5.	Schedule-II-D	Schedule of Technical Deviations	Yes/No
6.	Schedule-III	Schedule of Price bid (applicable same rate for all substations)	Yes/No
7.	List of Substations	Name of Substation to be given on contract	Yes/No
8.	Annexure-I	Agreement	Yes/No
9.	Annexure-II	Bank Guarantee for Security Deposit	Yes/No
10.	Annexure-III	For Undertaking-I ('A' Class License)	Yes/No
11.	Annexure-IV	For Undertaking-II (Labour License)	Yes/No
12.	Annexure-V	For Undertaking-III (ESI)	Yes/No
13.	Annexure-VI	For Undertaking-IV (Bank Certificate)	Yes/No
14.	Annexure-VII	Distribution Ratio formula	Yes/No
15.	Annexure-VIII	Certificate issued by C.A.	Yes/No
16.	Annexure-IX	Undertaking for Lottery	Yes/No
17.	Annexure-X	Undertaking to be submit by bidder	Yes/No

Date Place Signature :

Name :

Status : Seal of the Bidder: