

CIN-U40108CT2003SGC015820

CHHATTISGARH STATE POWER TRANSMISSION Co.Ltd

[A Government of Chhattisgarh Undertaking]

O/o CHIEF ENGINEER(S/S-O&M)

Address-Shed No.-04, Danganiya, Raipur-492013

Website-www.cspc.co.in, E-Mail-www.CE.TnC@cspc.co.in, Phone-0771-2534256, Fax No.-0771-2534267

TENDER SPECIFICATION NO: P-1680/295 Dtd. 16.06.2021

Tender for job work of replacement of 05 sets (15 Nos.) single pole operated 400KV centre break isolators without earth switch and 13 sets (39 Nos.) single pole operated with single earth switch under PSDF scheme at 400 KV S/s Khedamara.

LAST DATE OF SALE OF TENDER	08.07.2021	17.00 Hrs.
LAST DATE OF SUBMISSION OF TENDER	09.07.2021	14.00 Hrs.
DATE & TIME OF OPENING OF TENDER	09.07.2021	14:30 Hrs

(TECHNO-COMMERCIAL)

PRICE: Rs 1120/-

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

Sl No. **Date**

ISSUED to M/s -----

Cost of Tender documents Rs.....

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

Name of Bank -----

Signature & Seal of Issuing Authority

TENDER FORM

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

It is confirmed that:

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

Dated, thisday of20....

Bidder's signature -----

Name & Address -----

Company Seal -----

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

CHHATTISGARH STATE POWER TRANSMISSION Co. Ltd

[A Government of Chhattisgarh Undertaking]

O/o CHIEF ENGINEER (S/s-O&M)

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Website-www.cspc.co.in, E-Mail-www.CE.TnC@cspc.co.in, Phone-0771-2534256, Fax No.-0771-2534267

No. 02-07/Tender/P-1680/295

Raipur, Dt. 16.06.2021

NOTICE INVITING TENDER

Sealed tenders are invited from experienced eligible bidders for following work on labour contract basis.

Sl. No.	Tender No.	Description of work	EMD (Rs.)	Cost of tender form (Rs.)	Date of opening
1	P-1680	Tender for job work of replacement of 05 sets (15 Nos.) single pole operated 400KV centre break isolators without earth switch and 13 sets (39 Nos.) single pole operated with single earth switch under PSDF scheme at 400 KV S/s Khedamara.	12,000/-	1120/-	09/07/2021 14:30 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 official website of the company.**

TERMS AND CONDITIONS:-

- The tender document can be purchased from the office of CE (S/s-O&M) CSPTCL, Raipur till one day before the date of opening on any working day on payment of Rs. 1120/- (non refundable if tender is downloaded from website www.cspc.co. then the tender cost is Rs. 1180/-) which should be submitted in the form of MICR/DD in favour of Manager, (RAO-HQ), CSPTCL, Raipur (CG) payable at Raipur CG accompanied with firms application on its letter head. If tender document is required by post then additional Rs. 250/- is to be paid along with cost of document. CSPTCL shall not be responsible for any postal delay regarding receipt/non-receipt of tender documents. The required tender fee in form of DD in favour of Manager (RAO-HQ), CSPTCL Raipur (CG) payable at Raipur (CG) in envelope-I along with EMD should be submitted. The details of DD be mentioned on the outer side of the envelop-I also. **Please note carefully in absence of aforesaid requisite tender fee in envelop-I, bids shall not be further considered for opening. Corrigendum (if any) of the tender will be published in website of CSPTCL.**
- Tender documents and the detailed specification shall be issued on any working day up to 17:00 Hrs. on one day before the due date. The tenders, duly filled, shall be dropped in tender box up to 14:00 hrs. on the due date. The techno-commercial bids shall be opened at 14:30 hrs. on the due date.
- The Company reserves the right to accept or reject any or all the offers in part or full without assigning any reason whatsoever.

CHIEF ENGINEER (S/S-O&M)
CSP Trans Co. Ltd., RAIPUR

SECTION – I**INSTRUCTION TO THE BIDDERS**

Sealed tenders are invited from registered experienced eligible bidders for the Tender for job work of replacement of 05 sets (15 Nos.) single pole operated 400KV centre break isolators without earth switch and 13 sets (39 Nos.) single pole operated with single earth switch under PSDF scheme at 400 KV S/s Khedamara detailed as below:

Tender specification No.	:	P-1680/295 dtd. 16.06.2021
Due date of opening of Tender	:	09.07.2021 at 14:30 Hrs.
Cost of Tender Documents	:	Rs.1120/- (Non refundable)
Earnest money	:	Rs. 12,000/- (accepted in the form of DD/ Banker Cheque/Pay order only, in favour of Manager, (RAO-H.Q.), CSPTCL, Raipur and the EMD will be returned after the finalization of tender.
Completion Period	:	60 days from the date of last handing over of material & availability of shut-down.

Note: In case due date of tender opening is declared as holiday then the particular date will automatically get shifted to next working day.

1. SCOPE OF WORK:-

The work includes Tender for job work of replacement of 05 sets (15 Nos.) single pole operated 400KV centre break isolators without earth switch and 13 sets (39 Nos.) single pole operated with single earth switch under PSDF scheme at 400 KV S/s Khedamara on labour contract basis.

2. PRE-BID QUALIFICATIONS/ REQUIREMENTS:-

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

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

- a. bay work of EHV Sub-Stations, equipment/structure erection.
- b. The work of installation/erection/ETC of power transformer, equipment or structure EHV substation.

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

OR

The bidder should have worked as a Sub-contractor of the main contractor of turnkey projects of EHV network (EHV lines/Substations of 110KV and above) for job work as mentioned for sole bidders in any power utility, transmission licensee, generating company of central/ state Govt. undertaking in India for the above mentioned work. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.

OR

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

The following documents must be submitted against PQR 2 (i):

Particular	Document to be submitted
<p>(i) Only sole bidder shall be eligible to participate in tender. No consortium/Joint Venture will be accepted.</p> <p>The bidder should have executed as the sole bidder / any other partner of Joint Venture at least one work of construction activities of the EHV S/S namely</p> <ol style="list-style-type: none"> a. bay work of EHV Sub-Stations, equipment/structure erection. b. The work of installation/erection/ETC of power transformer, equipment or structure EHV substation. <p>in any power utility, transmission licensee, generating company of central/ state Govt. undertaking in India. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.</p>	<p>Detailed order copy along with documentary proof of satisfactory completion any of the above work by authentic authority regarding work of construction activities of the EHV lines / Sub-station in any power utility, transmission licensee, generating company of central/state Govt. undertaking in India</p>
<p>The bidder should have worked as a Sub-contractor of the main contractor of turnkey projects of EHV network (EHV lines/Substations of 110KV and above) for job work as mentioned for sole bidders in any power utility, transmission licensee, generating company of central/ state Govt. undertaking in India for the above mentioned work. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender</p>	<p>Documentary proof (detailed order placed and satisfactory completion report) from the main contractor of turnkey project in any power utility, transmission licensee, generating company of central/state Govt. undertaking in India authorizing the contractor / firm as a sub-contractor and proof of completing the work may be attached.</p>

A retired Electrical Engineer with minimum 5 years of field experience in the capacity not below an Executive Engineer in Transmission Wing of a Government Electricity Company/ Transco/PSU as partner or proprietor	1.Required retirement cum experience certificate from the Govt. Electricity Company / Transco / PSU & 2. document of partnership or proprietorship with retired person.
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- (ii) The bidder should have valid A-Class Electrical/supervisory License issued by competent authority of C.G. Govt. along with the offer.
- (iii) Bidder should have EPF Code Number allotted by EPF Commissioner and submit the self attested copy of PF registration along with the offer.

(iv) **Financial Criteria:**

- (a) The bidder should have minimum average annual turnover (MAAT) for best three years out of these financial years i.e. 2015-16,2016-17,2017-18,2018-19 & 2019-20 of Rs. 3.60 lakh (Rs. Three lakh sixty thousand) only. For calculation of turnover, other income indicated in balance sheet shall not be taken into account.
- (b) Net worth of the bidder for the last three financial years i.e. 2017-18,2018-19 & 2019-20 out of submitted balance sheets as per above, should be positive.

In case of bidder for whom audit of annual contract is not required, a self declaration and CA certificate to that effect and CA certificate for net worth and turnover of each year mentioned above is required.

Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (Including debit balance in profit and loss account for current year) and intangible assets.

Note: -Bidders must enclose the documents in support of pre-bid qualifying conditions without which the tender 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.

3. EMD:-

- (i) The bidder will submit EMD amounting Rs. 12,000.00 (Twelve Thousand Rupees only) in the form of DD in favour of Manager, (RAO-H.Q.), CSPTCL Raipur.
- (ii) No interest will be paid on EMD amount, which will be returned to bidders after finalization of tender.
- (iii) Tender not accompanied by Earnest Money shall be disqualified.

4. SUBMISSION OF TENDER:-

Sealed Tenders are invited on three part basis, one envelope containing the E.M.D. clearly super-scribed “**Earnest money**” on Top. The cost of tender document in the form of MICR/DD in favour of Manager (RAO:H.Q.), CSPTCL, Raipur be submitted along with the tender in EMD envelope. In absence of same, the tender shall not be opened.

Second envelope clearly super-scribed “**Techno-commercial Bid**” should contain the tender form, Techno-commercial details and other documents along with integrity pact and a copy of un-priced / un-filled price schedule.

Third envelope should contain the price bid clearly super -scribed **Price Bid**” on Top. All the three envelopes shall be kept in one sealed envelope addressed to the CE (S/s-O&M), CSPTCL, Raipur with the name of work, tender specification number, due date of tender, amount & mode of E.M.D. and name of the bidder super-scribed on the cover. The offer should be dropped in tender box, kept in the office of CE (S/s-O&M), CSPTCL, Raipur (CG).

5. OPENING OF BID:-

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

The offer shall be opened in the following manner:-

- | | | |
|------------|---------------|---|
| Part – I | Envelope –I | Earnest money |
| Part – II | Envelope –II | Qualifying Requirement &Techno Commercial Bid |
| Part – III | Envelope –III | Price Bid |

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

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

Price bid of successful Techno- commercial bidders would be opened at a later date with due information to the qualifying bidders.

7. PRICE BID:-

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

- (i) Over-writing, erasures and other changes shall bear the dated initial of the person signing the tender.
- (ii) In the event of discrepancy or arithmetical error in the schedule of price, the unit price shall prevail and the total price shall be accordingly corrected by the CSPTCL. The above arithmetical correction shall be accepted but the decision of CSPTCL shall be final and binding on the bidder.
- (iii) For evaluation the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iv) The quoted price should be kept valid for the contractual period or completion of the work whichever is later. Bidders are requested to **quote FIRM price exclusive of GST**.
- (v) All columns shall be completely filled up properly and neatly.
- (vi) The validity of the offer must be 120 days from the date of opening of price bid.

No conditional price should be quoted.

8. EVALUATION OF BIDS: -

- (i) **The position of bidder (L-1) shall be decided on the basis of total of rate quoted for item (A) and item (B) in price bid.**
- (ii) The loading of the items for which the prices are not quoted by bidders. In such cases the loading will be done at highest price quoted among the bidders. But the orders will be placed at the lowest price offered among the bidders.
- (iii) The CSPTCL reserves the right to reject the lowest or any other tenders or all tenders without assigning any reason, whatsoever, if it is considered expedient in the overall interest of CSPTCL.

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

9. NON RESPONSIVE BID:-

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

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

10. COMPLETION PERIOD: -

The work included in this tender will have to be completed by the contractor within 60 (sixty) days from the date of handing over of material/ site & availability of shutdown. The contractor shall ensure to complete the work within aforesaid stipulated period.

11. EPF REGISTRATION:-

The bidder should have EPF Code Number allotted by EPF commissioner.

12. QUANTUM OF WORK:-

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

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

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

SECTION – II**GENERAL CONDITIONS OF CONTRACT****2.1 CONTRACT AGREEMENT AND SECURITY DEPOSIT:-**

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

The successful bidder shall be required to deposit 10% amount of the contract price (including GST) as security deposit, in the form of FDR pledged in favour of Manager RAO-H.Q., CSPTCL, Raipur payable at Raipur within 30 days of receipt of work order and valid up to scheduled completion date plus eight months.

OR

The contractor shall furnish a bank guarantee from a nationalized / scheduled bank for an amount of 10% (ten percent) of the value of the order (including GST) as a contract security. This bank guarantee shall be submitted within 30 days of receipt of work order and shall be kept valid for a period exceeding the scheduled completion date by two months with claim period of further six months. In the event of extension of completion date, the validity of the bank guarantee shall be suitably extended on stamp paper worth Rs. 300/- or as per the prevailing legal requirements / any other amount as per the C.G. State Stamp Duty Act in the prescribed form of CSPTCL.

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

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

The security deposit shall be released only after satisfactory completion of the work duly certified by the concerned OIC of the work after guarantee period of 12 months.

2.2 MANNER OF EXECUTION:-

The contractor shall within 15 days after the date of issue of order submit a detailed programme for the execution of work for consent of the OIC. The contractor shall, whenever required by the OIC, also provide in writing general description of the arrangements and methods which the contractor proposes to adopt for the execution of the work.

If at any time, it appears to the OIC that the actual progress of works does not confirm to the programme to which consent has been given, the contractor shall produce at the request of the OIC, a revised program showing the modifications to such program necessary to ensure completion of the works within the time of completion.

2.3 GUARANTEE PERIOD:-

The work done by the contractor as per the contract specification should be guaranteed for satisfactory operation and against any defect in workmanship for a period of 12 months from the date on which work has been put in to service. Any defect noticed, during this period should be rectified by the contractor free of cost to CSPTCL upon written notice. Provided such defects are due to bad workmanship.

2.4 OFFICER –IN-CHARGE:-

The Executive Engineer (400KV Sub-station) Dn. CSPTCL Khedamara Bhilai will be the Officer in-charge (OIC). All the works shall be carried out under the direction and to the satisfaction of the OIC.

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

2.6 **RISK COVERAGE:** - As the dismantling & erection work of isolators is to be carried out in the live switchyard area and protected area of CSPTCL, the firm should ensure observation of all safety rules and regulations. CSPTCL will not hold any responsibility for any accident. However, the firm/contractor should arrange insurance for the life of their service personnel at his own cost. The provisions of the Workmen's Compensation Act as per relevant clauses shall be applicable & binding on the Contractor/Firm.

2.7 **LIQUIDATED DAMAGES:-** As the dismantling & erection work of isolators is to be carried out in the protected area of CSPTCL, it should be ensured that there is no any damage to any of the already erected equipments/materials. If any damage/breakage is found to any of the equipments in the EHV Sub-Station during the course of work, the same shall be repaired/replaced by the Contractor/firm at his own cost.

2.8 POWER TO VARY OR OMIT WORKS:-

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

2.9 EXTENSION ORDER:-

Extension order maximum to 50 % of the total quantity of work within 6 months from the date of order may be placed on same rates, terms & conditions of the original order.

2.10 SUSPENSION OF WORKS:-

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

2.11 RESPONSIBILITY OF CONTRACTOR:-

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specification. Deviations, if any, from the approved/specified conditions shall be brought to the notice of CE (S/s-O&M) CSPTCL, Dangania, Raipur (CG) 492013 through the OIC, before taking up the work and his decision shall be final and communicated through OIC. If at a alter date, it is found that the contractor has carried out some work, not according to the specifications, and without taking specific approval, then in that case, all the payments made to the contractor for carrying out such works shall be recovered and the contractor will have to rectify the same at the rate indicated in the order for carrying out such works without extension of time.

2.12 CONTRACTORS DEFAULT LIABILITY:-

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

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

- (i) Complete the contractual formalities within the time specified in the contact agreement or within the period for which extension has been granted by CSPTCL to the contractor.
- (ii) Comply with any of the provisions of this contract.

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

- a) Terminate the contract.
- b) Forfeiture of EMD and/or Security deposit.
- c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.
- d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

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

- a) Terminate the contract.
- b) Forfeiture of security deposit.
- c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.
- d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.
- e) The payment of pending bills of the instant contract shall be withheld.
- f) The payment of pending bills of the other running contracts shall also be withheld.

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

2.13 REJECTION OF WORKS:-

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

- (a) As its option rectify such defective works and recover the extra cost so involved from the contractor plus 15% (fifteen percent) from the contractor and/or terminate the contract for balance work/supplies with enforcement of penalty as per contract.

- (b) Defective workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The contractor shall be liable for any loss/damage sustained by CSPTCL.

2.14 FORCE MAJEURE:-

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

2.15 TERMS OF PAYMENT:-

100% payment including taxes & duties shall be made to the contractor within 30 days against certificate of completion of all activities.

The contractor may submit bills to EE (400KV S/s) Khedamara division. While submitting bills, contractor will have to furnish the Certificate from CSPTCL's Officer In Charge regarding completion of all activities satisfactorily as per order. However no interest shall be payable on delayed payment if any. The payment will be done through Electronic mode i.e. RTGS, NEFT etc. / account payee Cheque.

2.16 PENALTY FOR DELAY IN COMPLETION OF CONTRACT:-

- a. If the contractor fails to perform the work within the specified period given in the order or extension granted thereof, with respect of successful completion of work, the Contractor shall pay to CSPTCL as liquidated damages, a sum of half percent (0.5%) of the contract price of the uncompleted portion of work for each calendar week or part thereof of delay. However total penalty shall not exceed 10% (ten percent) of the contract price of total work (completed and uncompleted portion of work).
- b. The payment or deduction of penalty shall not relieve the contractor from obligations to complete the works, or from any of other obligations and liability under the contract.

2.17 EXTENSION OF TIME:-

If the completion of dismantling & erection work is delayed due to reason beyond the control of the contractor such as strikes, lockouts, fire accident, force Majeure conditions etc, then the contractor shall request to the CSPTCL in writing of his claim for an extension of time without delay. The CSPTCL on receipt of such request may agree to extend the contract date of the work as may be reasonable but without prejudice to other terms and conditions of the contract.

2.18 NON-ASSIGNMENTS:-

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

2.19 CERTIFICATES NOT TO AFFECT RIGHTS OF CSPTCL:-

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

2.20 ARBITRATION:-

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

2.21 JURISDICTION: - All disputes, if any or claim arising out of the contract, agreement, purchase order etc. shall be triable in the competent court at Raipur from where the order is placed and in no other courts.

2.22 ACCESS TO SITE AND WORK ON SITE:-

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

In the execution of the work no persons other than the contractor, or his duly appointed representative and workman shall be allowed to do work on the site, except by the Special permission, in writing of the OIC or his representative, but access to the works at all times shall be accorded to the OIC and his representative, and other authorized official or representatives of the CSPTCL.

2.23 CORRESPONDENCE:-

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

SECTION -III

COMMERCIAL TERMS AND CONDITIONS.

3.1 PRICES AND QUANTITIES:-

Prices for dismantling & erection work of isolators to be quoted in the manner specified in schedule appended with this specification. The prices will include the cost of labour, all tools and plants. The quoted price shall be FIRM and inclusive of all charges & taxes which ever applicable exclusive GST.

3.2 COMPLIANCE WITH REGULATIONS:-

Unless otherwise specified, all works shall be carried out in accordance with the Indian Electricity Act 2003; with any amendments or revisions thereof which may be issued during the currency of the contract and the requirement of any other Regulations and Acts as applicable in India (including local statutory bodies) which the CSPTCL may be subjected to. Contractor shall also comply with the Minimum Wages Act and the payment of Wages Act and the rules made their under in respect of any employee are workman employed are engaged by him or his sub contractor.

3.3 TAXES & DUTIES ETC.:-

- (i) GST :- applicable GST is 18%
- (ii) Income Tax: - Income Tax will be deducted at source as per rules enforced.

3.4 RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME:-

Whenever any information or clarification in respect of work has to be obtained from various authorities, the contractor shall be responsible for taking action well in time so that there are no delays on this account. Request for extension of the completion date on such ground will not be entertained.

3.5 TOOLS AND PLANTS TO BE ARRANGED BY THE CONTRACTOR:-

The contractor shall be required to provide at his own expenses all necessary tools and plants at his cost for carrying out to complete the work.

3.6 IDLE / MOBILIZATION / DEMOBILIZATION CHARGES:-

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

3.7 MATERIALS TO BE ARRANGED BY THE CSPTCL:- For dismantling & erection work of isolators, material will be provided by the CSPTCL.

3.8 EARTHING OF ISOLATOR STRUCTURE:-

Earthing work of the isolator structure will be properly welded and tightening with nuts & bolts in MS Flat and earth bond.

3.9 INSURANCE FOR WORKMEN:-

Insurance including the insurance of personnel employed by the contractor/his sub-contractor for dismantling & erection work of isolators shall also be the responsibility of the contractor and shall be done, if required at his own cost.

3.10 DEVIATION FROM SPECIFICATIONS:-

It would be obligatory on the part of the tenderer to enclose a separate schedule of deviation, if there is (are) any deviation (s) from our commercial terms / conditions. Even if no deviation is involved, a separate schedule of deviation for commercial conditions should be enclosed wherein a certificate may be recorded that there is no deviations from all our commercial conditions. All tenders, wherein these conditions are not complied with, may run the risk of rejection without any correspondence from our side.

3.11 QUESTIONNAIRE:-

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

3.12 CHECK LIST:-

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

SCHEDULE –I

QUESTIONNAIRE

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

1. Name and address of Bidder with phone
 - a. Address
 - b. Phone No.
 - c. Mobile No.
 - d. Fax No.
2. Whether the required earnest money has been furnished by you, if yes.
 - (i) In which form
 - (ii) Amount of earnest money furnished.
3. Whether a list orders executed by you enclosed with full particulars of nature of work done.
4. Whether a photo copy of A Class Electrical Contractor license (duly revalidated) has been furnished.
5. Whether a copy of EPF code number has been furnished.
6. Whether Prices/Rates are firm.
(Please quote the firm rates only).
7. What is the validity period of your offer.(Required 120 days)
8. Whether details of technical man power of head office and field organization furnished.
9. Have you furnished the power of attorney in respect of the person signing the tender on behalf of Bidder.
10. (i) Whether your firm is partnership firm.
 - (ii)If so, indicate the name(s) complete address and designation of all partners.

11. Whether agreeable to furnish security deposit in the form as indicated in tender.
12. Whether you agree to clause for arranging T&P and vehicles.
13. Please refer No deviation clause whether same is acceptable to you, (please note if your answer is no your price-bid will not be opened and will be returned unopened)
14. Whether check list has been enclosed.
15. Whether you agree to completion period, guarantee and penalty clause of tender documents.

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

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

SCHEDULE – II
PRICE BID

Tender Specification No: P-1680/295 dtd. 16.06.2021 Due on 09.07.2021 at 14:30 Hrs.

Name of work: - Tender for job work of replacement of 05 sets (15 Nos.) single pole operated 400KV centre break isolators without earth switch and 13 sets (39 Nos.) single pole operated with single earth switch under PSDF scheme at 400 KV S/s Khedamara on labour contract basis.

SN	PARTICULARS	QTY	Unit Rate (Per Set)	TOTAL AMT. (in Rs)
1	2	3	5	6
(A)	Replacement work of single pole 400KV centre break isolators without earth switch	5 sets		
(B)	Replacement work of Single pole 400KV centre break isolators with single earth switch	13 sets		
Total				
GST @ 18%				
Grand Total				
Grand Total in words – Rs. (A+B)				
Details of work to be carried out :-				
<ul style="list-style-type: none"> • Cutting of earthing flats & complete dismantling of old isolator sets-54 Nos. single pole operated • Erection of base frame on the existing isolator structures by carrying out fabrication work to match mounting base and the structure base channel -54 Nos. single pole operated. • Fixing of complete assembly of isolator operating system including operating rods & boxes- 54 Nos. single pole operated • Alignment of isolator -54 Nos. single pole operated • Double earthing of isolator base channel -54 Nos. single pole operated • All tools, tackles, Hydra crane & skilled man power and insurance etc. to be provided by the contractor. 				

Date :

Signature:

Place :

Name:

Date :

Seal :

Note :-

1. **The position of bidder (L-1) shall be decided on the basis of total of rate quoted for item (A) and item (B) (as mentioned above).**
2. The above quantities are provisional & may vary during actual execution of the work.
3. The Rates will be FIRM during entire contractual period and no any other charges/duties other than mentioned above will be payable by CSPTCL
4. The rates may be quoted inclusive of all taxes except GST.

CHECK-LIST

S. No.	Item	Reference	Declaration (strikeout whichever is not applicable) Yes / No
1.(i)	Bidder's experience/list of past construction work experience enclosed.	-	Yes / No
(ii)	Valid A-Class Electrical License		
2.	Earnest money enclosed	-	Yes / No
3.	Offer-form enclosed		Yes / No
4.	Questionnaire enclosed duly filled-in.	Schedule – 1	Yes / No
5.	Bank A/c Details with cancelled cheque		Yes / No
6.	Tender Book duly sealed & signed.		Yes/No
7.	Certified copies of PAN and GST.		Yes/No
8.	Copy of EPF Registration (Allotted by EPF commissioner)		Yes/No

Date
Place

Signature :
Name :
Status :
Seal of the Bidder: