



CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
(A Govt. of Chhattisgarh undertaking) (A successor company of CSEB)

OFFICE OF EXECUTIVE DIRECTOR (S/S:O&M) BILASPUR

Qr. No. OA-01, Old CSEB Colony, Tifra, Bilaspur (C.G.)-495001
Phone No. 07752-493537

Website- www.cspc.co.in, e-mail ID – cessonm.bilaspur@cspc.co.in
CIN- U40108CT2003SGC015820 GSTIN-22AADCC5773E1ZX

TENDER SPECIFICATIONS

TR-152

**RENOVATION WORK OF SWITCH YARD OF 132 KV SUB-STATION
(OLD 100 MW) KORBA ON LABOUR CONTRACT BASIS UNDER EE
(MRT-CUM:S/S) DN. CSPTCL, KORBA.**

LAST DATE & TIME OF SUBMISSION OF TENDER

DATE: 30/10/2021. (TIME 15.00 HRS)

DUE DATE & TIME OF OPENING OF TENDER

DATE: 30/10/2021 (TIME 15.30 HRS)

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

**Cost of tender document: i) ₹. 5,600 including GST@12%,
(If purchase from O/o ED (S/s: O&M) Bilaspur).**

**ii) ₹ 5,900.00 including GST@18%,
(If downloaded from company's website)**

**OFFICE OF EXECUTIVE DIRECTOR (S/S: O&M) BILASPUR
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
TIFRA, BILASPUR (C.G.)**

**RENOVATION WORK OF SWITCH YARD OF 132 KV SUB-STATION
(OLD 100 MW) KORBA ON LABOUR CONTRACT BASIS UNDER EE
(MRT-CUM: S/S) DN. CSPTCL, KORBA.**

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CIN- U40108CT2003SGC0158200GSTIN- 22AADCC5773E1ZX**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.***(A Government of Chhattisgarh Undertaking)***OFFICE OF THE EXECUTIVE DIRECTOR (S/S-O&M)**

Quarter No. OA-01, Old CSEB Colony, Tifra, Bilaspur (C.G.) 495223

Website- www.cspc.co.in e-mail:- cessionm.bilaspur@cspc.co.in Ph. & Fax No. 07752-493537

No.02-17/NIT/TR-152/1100

Bilaspur dtd. 30/09/2021

TENDER FORM

TENDER SPECIFICATION TR-152 FOR

RENOVATION WORK OF SWITCH YARD OF 132 KV SUB-STATION (OLD 100 MW) KORBA ON LABOUR CONTRACT BASIS UNDER EE (MRT-CUM:S/S) DN. CSPTCL, KORBA.

Tender document SL. No.....

Issued to M/s.....

*Cost of Tender documents ₹.....

D.D. No.....Dtd.....

Name of Bank

Not required in case tender document is downloaded*Signature & Seal of Issuing Authority
CSPTCL; Bilaspur**

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Company to (do the several works and things which are described or referred to in the enclosures & Annexures to the specification **TR-152** copies of which are annexed hereto and which under the terms thereof are to be executed and done by the contractor in a thoroughly 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 of the Equipments, and
- (III) All other conditions wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the Company will have right to take the same to be advantageous for the Company. Company's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid which may in any way alter the offered prices.

Dated, this day of

Bidder's Signature**Bidder's Address.**

CIN- U40108CT2003SGC0158200GSTIN- 22AADCC5773E1ZX**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.***(A Government of Chhattisgarh Undertaking)***OFFICE OF THE EXECUTIVE DIRECTOR (S/S-O&M)**

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Website- www.cspc.co.in e-mail:- cessonm.bilaspur@cspc.co.in Ph. & Fax No. 07752-493537

No.02-17/NIT/TR-152/1100

Bilaspur dtd. 30/09/2021

NOTICE INVITING TENDER

Sealed tenders are invited from experienced bidders for taking up the following work on labour contract basis-

Sl. No	Tender No.	Particulars	Cost of Tender Documents (Non-refundable)		Earnest money deposit	Due date of opening of tender
			Printed Tender form	E-tender form online (Downloaded from website)		
01	TR-152/1100 Dtd.30/09/21	Renovation work of switch yard of 132 KV sub-station (old 100 mw) Korba on labour contract basis under EE (MRT-Cum:S/s) Dn. CSPTCL, Korba	₹ 5,600/- (including 12% GST)	₹ 5,900/- (including 18% GST)	₹ 73,000/-	30/10/2021

SCOPE OF WORK: The scope of specifications includes -

- Dismantling, Erection, Testing, Commissioning of individual equipments, energization of complete sub-station and handing over of the same to CSPTCL complete in all respect and satisfactory conclusion of the contract within the stipulated time limit.
- The tender will be considered as in-divisible composite works contract in totality.

NOTE:

- In case any of the above date is declared as holiday, then the particular date will automatically get shifted to next working day.
- Any notice for extension of due date of tender opening shall not be published in newspapers. It will be displayed only on official website of the company.

TERMS AND CONDITIONS:-

- (i) The tender documents can be obtained from the office of the ED (S/s:O&M), CSPTCL, Bilaspur in person on payment of cost of tender document in the form of D.D. only made out in the name of RAO CSPTCL, Bilaspur accompanied with firm's application on its letter head. If tender document is required by post, ₹.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 required tender fee Rs.5600/- {(i.e. Rs.5,000/- + 12% GST) if purchased} or Rs.5900/- {(i.e. Rs.5,000/- + 18% GST) if downloaded} in form of DD in favour of RAO CSPTCL, Bilaspur payable at Bilaspur should be submitted along with cost of Earnest Money Deposit (EMD) in separate envelope. The envelope containing DDs towards cost of tender document & EMD should be suitably super scribed “DDs containing cost of tender document and EMD”. The details of DDs should be mentioned on the outer side of the envelope also. Please note carefully that in absence of aforesaid requisite tender fee, further bid shall not be considered for opening.
- (iii) Tender documents and the detailed specification can be obtained on any working day one day prior to the due date. The tenders duly filled in shall be dropped/get dropped in the specified tender box up to 15:00 Hrs. on the due date. Any other means of delivery shall not be accepted. No receipt of tender shall be issued in any case. The tender box shall be locked/sealed at 15:00 Hrs. on the due date and shall be opened at 15:30 Hrs. on the same date.
- (iv) After publication of NIT & before the date of opening of TC Bid, corrigendum/ other information (if any) shall be displayed on our official web only. The bidders are requested to remain in contact with this office or visit our web-site for any development/ clarification/amendment issued subsequently.
- (v) CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

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

**Superintending Engineer
O/o ED (S/s: O&M)
CSPTCL Bilaspur**

GENERAL DESCRIPTION OF PROJECT AND SCOPE OF WORK

The detailed scope of work under this labour contract basis includes but is not limited to:-

1. Erection, Testing, Commissioning of all equipments, energization of sub-station, handing over of the same to CSPTCL complete in all respect and satisfactory conclusion of the contract within the stipulated time limit as given here below:-

Sl. No.	Particular	Unit	Quantity
1	2	3	4
A) 132 KV Side			
1	Erection of Potential Transformer having ratio 132KV/110V	No.	06
2	Erection of control & relay panel for 3 phase feeder	No.	08
3	Erection of control & relay panel for 40MVA X-mer	No.	02
4	Erection of control & relay panel for T.B.	No.	01
5	132 KV CC	No.	06
6	132 KV Wave Trap	No.	16
B) 33 KV Side			
7	Erection of isolators including insulators without earth switch	No.	13
8	Erection of 33/0.4 KV, 200KVA Station Transformer (with oil & accessories) with 33 KV D.O. Fuse Set	No.	01
9	Erection of 33KV Transformer control & relay panel	No.	02
10	Erection of 33KV feeder control & relay panel	No.	10
11	Erection of 33KV C&R Panel for transfer bus	No.	02
12	Erection of 33KV Current Transformer 800-400/1-1-1-1A	No.	09
13	Erection of 33KV Current Transformer 400-200/1-1-1-1A	No.	30
14	33KV VCB	No.	01
15	33KV LA	No.	15
16	Erection of main AC Distribution board	No.	02
17	Erection of main DC Distribution board	No.	02
18	Erection of DC board 48 volts	No.	01
19	Erection of CT/PT junction box	No.	24
20	Erection of X-mer LT Distribution board (LS)	No.	01
21	Erection of 220V DC Battery	No.	01
22	Erection of 220V DC Battery charger	No.	01
23	Erection of 48V Battery	No.	01
24	Erection of 48V Battery charger	No.	01
C) Earthing installation			
25	25mm x 2500mm long MS rods, earth electrodes	No.	70

	installation directly driven into earth including excavation as required & welding to earth conductors.		
26	Providing steel risers including welding to the earth mat at one end bolting to the structures at the other end for 65x8 mm flats.	Mtr.	250
27	Preparation of earthing pits size 1.5x1.5+3 mtrs. Deep. As per Board's drag. No. I-II-08-7748 which includes excavation (irrespective of type of soil encountered) embedding of 4 nos. GI pipes of sizes 40mm dia 3 mtrs. Long back filling with B.C. soil free from boulders & harmful mixtures. These GI pipes are to be welded with MS flats by making main frame and cutting of pipes as also making holes in the pipes for water seepage. The earth pits is to be connected with earth mesh of MS flats.	No.	12
D) Cable installation			
Laying of cables on racks/cable trays/angle support overhead racks, conduits including dressing of cables with accessories for copper			
28	2C, 2.5sq.mm	Mtr.	2500
29	4C, 2.5sq.mm	Mtr.	25000
30	12C, 2.5sq.mm	Mtr.	11500
31	19C, 2.5sq.mm	Mtr.	2500
32	8C, 2.5sq.mm	Mtr.	7000
33	4C, 10sq.mm Cu	Mtr.	250
34	4C, 16sq.mm Al	Mtr.	250
35	4C, 4sq.mm	Mtr.	1000
36	Power cable 3.5C, 95sq.mm	Mtr.	500
37	Power cable, 3.5C, 300sq.mm Al	Mtr.	50
38	Co-axial cable	Mtr.	3000
Cable terminations including fixing of cable glands, lugs etc. for each type of control/power cables			
39	2C, 2.5sq.mm	Mtr.	4000
40	4C, 2.5sq.mm		
41	12C, 2.5sq.mm		
42	19C, 2.5sq.mm		
43	8C, 2.5sq.mm		
E) Armoured Cu/Al Power cable			
44	4C, 10sq.mm Cu	Mtr.	50
45	4C, 16sq.mm Al	Mtr.	50
46	Power cable 3.5C, 95sq.mm	Mtr.	16
47	Power cable, 3.5C, 300sq.mm Al	Mtr.	08
48	Co-axial cable	Mtr.	100
F) Testing & Commissioning charges			

49	132KV PT – 3V 04	No.	06
50	33KV CT	No.	39
51	Sub-Station Transformer 33/0.4KV	No.	01
52	Control & Relay panel for 33KV Transformer/feeder/Bus coupler/ Capacitor bank	No.	14
53	Control & Relay panel for 132KV Transformer/feeder bus coupler/Bus bar	No.	11
54	33KV isolator	No.	13
55	33KV VCB	No.	01
56	33KV LA	No.	15
57	Battery 220V, 600AH	No.	01
58	Battery 48V, 300AH	No.	01
59	Battery charger 220V, 600AH	No.	01
60	Battery charger 48V, 300AH	No.	01
61	132KV CC	No.	06
62	132KV Wave trap	No.	16
G) Other misc. work			
63	Dismantling of existing equipments, cable etc. (LS) (if any)	Job	01
64	Dismantling of 132KV PT	No.	06
65	Dismantling of 33KV CT	No.	39
Installation of cable trays with fixing accessories on cable racks			
66	300mm wide	Mtr.	250
67	200mm wide	Mtr.	350
68	Preparation of Mesh earthing etc. miscellaneous & unforeseen items (L.S.)	Job	01

All above required materials shall be provided by CSPTCL.

SECTION – I
(INSTRUCTION TO BIDDERS, EARNEST MONEY DEPOSIT,
PRE-QUALIFYING REQUIREMENT, EMD, TAXES)

SECTION – I

Special Instructions to bidders for submission of bid

The price bid against tender specification No. **TR-152** is to be processed through manual bidding.

The techno commercial bids, bid is to be submitted in hard copy. Details of NIT & Tender Documents are available on our website. The bidder may download the same from the CSPTCL website.

Last date & time of submission of bid in hard copy is **30/10/2021 up to 03:00 pm** and due date & time of opening of the techno commercial bid is **30/10/2021 up to 03:30 pm**.

Important Instructions:-

1. Please note that this tender shall be processed offline. The bidder has to submit all the documents in hard copy as per tender specifications in four envelopes.
2. **The abstract (total) amount of Annexure form B of section-IV are to be filled up. It is required to upload scanned copy 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 annexure with seal & signature of bidder.**
3. After scrutiny of techno-commercial bid, the price bid will be opened 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 of dead line shall be displayed in CSPTCL website and shall be treated as final.
7. After end of submission of 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. 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.
9. Amendment in tender specification will be published on our website and the intimation regarding amendment in date extension will be conveyed through system generated e-mail to registered bidders only.
10. Before participating the bidder shall carefully read all the instructions and processes.
11. Tender duly completed in all respects will be accepted online 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.

Executive Director
(S/s: O&M) CSPTCL: Bilaspur

1**INSTRUCTION TO BIDDERS**

- 1.1 Sealed Tenders in Four envelopes and declarations form duly signed by the bidder are to be submitted in the office of the **ED (S/s:O&M) CSPTCL, Tifra, Bilaspur (CG)** in double sealed cover & super scribed on each of the covers the relevant tender specification number and due date of opening as indicated in “Notice Inviting Tender”.
- 1.2 This tender Specification is divided into following three parts namely:-

VOLUME – I:-

1. This volume comprises of following four sections -
- a) Section- I Instruction to Bidders.
 - b) Section- II General Conditions of Contract.
 - c) Section- III Annexure, schedules and formats, vendor list etc.
 - d) Section –IV Price bid Annexures.
- 1.3 CSPTCL reserves the right to alter the quantities with respect to work at the time of placing of order.
- 1.4 Tenders will be opened in the O/o E.D. (S/s:O&M) CSPTCL Bilaspur in the presence of the bidders or their authorised representatives (limited to two persons only with a valid authorisation from their employer). At the time of opening, the techno-commercial bid and other relevant details will be read out. Price bid of Techno commercially successful bidder would be opened at a later date with due information to all the successful bidders.
- 1.5 Only those who have purchased / downloaded the copy of relevant Specification No. **TR-152** can submit their tender. Tenders submitted by others will be rejected. The Tender form duly signed by the bidder with the seal of the company must be furnished with the bid, failing which the tender may be rejected.
- 1.6 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.
- 1.7 The Tenders shall be submitted in Four envelopes should be enclosed in sealed cover both addressed to the E.D.(S/s:O&M), CSPTCL, Tifra, Bilaspur. Both inner and outer cover envelopes should be sealed and super scribed with tender specification No. **TR-152** and date of opening.
- 1) **Envelope No. 1** should contain a covering letter with EMD & cost of tender document (if tender document is downloaded from the website),
 - 2) **Envelope No. 2** shall contain the technical & commercial parts, the original and duplicate copy of documents in support of PQR & check list along with Pre-contract Integrity pact (for entire work).
 - 3) **Envelope No. 3** shall contain the price bid Annexure-B of section-IV.
 - 4) **Envelope No. 4** should contain all the above three envelopes.
- No any envelope apart from above mentioned envelope shall be entertained.

- 1.8 The tender should be dropped in specified tender box, kept at the office of the E.D.(S/s:O&M), CSPTCL, Tifra, Bilaspur before due date and time of submission of tender or by post / courier. No receipt will be issued for tender received through

post/courier. It is responsibility of bidder to drop/get dropped the tender in respective tender box. Any other means of delivery shall not be accepted. The tender box shall be locked/sealed at 15.00 hrs of due date and offers received after will not be accepted.

- 1.9 Tenders received after due date and time shall be returned without being opened.
- 1.10 FAX or E-mail tenders shall not be accepted under any circumstances.
- 1.11 The submitted offer by the bidders should contain page numbers along with Index.
- 1.12 **Bidders to note this to avoid bid rejection-** It will be the responsibility of the sole bidder/ partners of joint venture (JV)/ consortium to make sure that all the documents required as per tender are submitted along with bid on or before due date of tender. The bid submission date is cut-off date of submission of all the documents required as per tender and every bidder must adhere to this dead line.

Please note that in case of any of the required document is not submitted along with the bid; the bid will be rejected without any further correspondence in the matter.

- 1.13 **CHECK LIST:** The check list (**Annexure A-22**) in respect of various documents/ schedules in respect of PQR is 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 this offer.

2. EARNEST MONEY DEPOSIT:

- 2.1 The tender shall be accompanied by Earnest Money Deposit of **₹ 73,000.00 (₹ Seventy Three Thousand) only**. The Earnest Money Deposit shall be offered in the form of demand draft, subject to conditions mentioned below:-
- i. Bank Draft to be drawn in favour of RAO CSPTCL, Bilaspur (CG).
 - ii. No interest shall be paid on Earnest Money Deposit.
 - iii. No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with CSPTCL.
 - iv. In the case of unsuccessful bidder, the Earnest Money will be refunded after finalization of tender. In case of successful bidder Earnest Money will be refunded only after submission of DD/FDR/furnishing Bank Guarantee against security deposit & its acceptance.
 - v. Earnest Money will be forfeited, if the bidder fails to accept the letter of intent and / or work order(s) issued in his favour.
 - vi. Tenders not accompanied by Earnest Money shall be disqualified.
 - vii. Cost of tender document is not refundable.
- 2.2 Fully owned Under Taking of the State Govt. / Central Govt. / SSI Unit etc. are exempted from furnishing the EMD as per rules on furnishing documentary proof.
- 2.3 **FORFEITURE OF EARNEST MONEY:-**

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

- a) If a Bidder withdraws his Bid during the period of Bid validity specified.
- b) In the event of refusal to accept the Letter of Intent placed by CSPTCL within the validity period.

- c) In case of a successful Bidder, if he fails to sign Agreements and fails to furnish Security Deposit as specified in the Tender Specification.
The successful Bidder's Earnest Money will be discharged only after the execution of various Agreements and Security deposit by the Bidder (as specified in this tender Specification).

2.4 **VALIDITY:** The bid should be kept valid for a period of 180 days from the date of opening of the tenders as notified in the tender notice and subsequent amendment thereof, failing which the tenders will be rejected.

2.5 Bidders are expected to be fully conversant with the meaning of all the clauses of the specifications before submitting their tenders. In case of doubt regarding the meaning of any clause, the bidder may ask for clarification in writing from the O/o Executive Director (S/s:O&M), CSPTCL, Bilaspur that must reach at least 15 days before the scheduled date of opening of tender. This however, does not entitles the bidder to ask for time extension beyond due date of opening of the tender.

3. **PRE-QUALIFYING REQUIREMENTS (PQR):-**

The bidder shall comply with the following requirements:-

3.1 **FINANCIAL CRITERIA OF PQR:-**

- (i) **Net Worth:** Net Worth of the sole bidder/ each partner of joint venture (JV)/ consortium for each of the last three Financial Years (2017-18, 2018-19 & 2019-20) should be positive.
Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses
(Including debit balance in profit and loss account for current year) and intangible assets.
- ii) **MAAT:** The sole bidder/partners of joint venture (JV)/consortium collectively must have minimum average annual turnover (MAAT) for best 3 years out of last 5 financial years (i.e. FY 2015-16 to FY 2019-20) equal to **₹ 1.10 Cr.** Self-attested copies (i.e. copies attested by authorised signatory of the tender) of the audited Balance Sheets and profit & loss accounts for last 5 years of sole bidder/each of the partners of the joint venture should be furnished in support, duly certified by chartered accountants of the firm. For calculation of turnover, other income indicated in balance sheet shall not be taken into account.

Liquid Assets: The bidders (sole bidder/ members of joint venture collectively) shall currently have liquid assets (LA) and/or evidence of access to or availability of credit facilities of not less than ₹ 1.10 Cr.

A certificate from Chartered Accountant in original indicating details (break up) of available liquid assets should be furnished in support of this. **Such certificate should have been issued not earlier than 3 months prior to the date of bid opening.**

Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.

In case bidder is a holding company, the Financial Position criteria referred above (i.e., Net worth, MAAT & LA), 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 Financial Position criteria referred above, shall be that of subsidiary company only (i.e. excluding its holding company).

Note: For the instant tender, the turnover of last 5 financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20 shall be considered for calculation.

(In case where audited balance sheet for FY 2019-20 is not available; a self-declaration to this effect countersigned by a practicing Chartered Accountant needs to be attached and in such cases audited balance sheets of financial years for FY 2015-16 to 2019-20 shall be considered).

- iv) The sole bidder/ Lead partner as well as other partner of the joint venture (JV) shall submit certificates (in original as per prescribed Annexure-A-23) issued by CA confirming fulfilment of following criteria:
- The sole bidder/ Lead partner as well as other partner of joint venture (JV) should have discharged all its payment obligations (principal/interest) on outstanding debentures (i.e. debentures which have not yet been redeemed), if any and no such payments as on **30/06/2021** should be outstanding/overdue.
 - The sole bidder/ Lead partner as well as other partner of joint venture (JV) should not be presently in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder should not have been classified as NPA (Non-performing assets) by the creditor/ lending bank, as on date of issue of NIT.
 - The sole bidder/ each partner of JV should not be under process of insolvency or liquidation as on the date of issue of NIT. Even if at a later date up to date of opening of price bid against the instant tender if it comes to the notice CSPTCL that the sole bidder/ any partner of JV has been going through the process of insolvency or liquidation, their bid will be rejected.

- v) The sole bidder/ each partner of JV should not be debarred/ blacklisted by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/public utility as on date of issue of NIT. A declaration in this regard (as per prescribed annexure A-24) shall be furnished by the sole bidder/ each partner of JV (separately).
- vi) However, the bid may not be considered for further processing in following cases also:
- i) If sole bidder/ any partner of joint venture (JV) is debarred/ blacklisted by Bank/ State Govt./Central Govt./State PSU/CPSU/SEB/public utility up to date of opening of price bid of the instant tender.
 - ii) If a case comes to notice regarding submission of forged / fake document in any other tender under process in CSPTCL, up to date of opening of price bid against the instant tender.
- vii) All the documents / statements / attachments / information submitted by the sole bidder/ each partners of joint venture (JV) 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 declaration in this regard (as per prescribed annexure A-24) shall be furnished by the sole bidder/each partner of JV (*separately*).

3.2 TECHNICAL EXPERIENCE CRITERIA OF PQR:-

Bidders are requested to carefully note the Pre-qualification requirement mentioned hereunder in respect of technical experience capability. They are required to furnish self-attested documentary proof in support of having the following Pre-Qualifying Requirement (PQR).

Project Capability: Sole bidder or Joint Venture/ consortium bidder should have constructed & commissioned at-least following EHV Sub-station on turnkey basis/labour contract basis during last 5 financial years i.e. FY 2015-16 to FY 2019-20 (between 1stApril“ 2015 to 31st March“ 2020) against order issued by following Indian entities:

- a. Power utilities owned and controlled by Central or State Govt. **or**
 - b. PSUs **or**
 - c. Govt. organizations
- 1 (One) No. 132 KV **OR** 220 KV Sub-station (or above voltage class) of at-least two voltage level on turnkey basis/labour contract basis (with or without supply of power transformer) or the contractor has completed the overhauling of EHV transformers, construction of additional 220KV/132KV/33KV feeder bays, construction of structures and erection of equipments in all respects of EHV sub-station. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender **and**

The bidder shall submit complete detailed order copies and performance certificate of corresponding work order (for which work order has been furnished) for satisfactory operation of sub-station issued from the entities

mentioned in (a), (b) & (c) in the name of participating bidder, indicating date of commencement of work and it's commissioning.

The word "Commissioning" shall mean energization of Sub-station duly certified by above entities.

Note:-

(i) In case of Sole bidder, the experience of the bidder shall be that of "Sole bidder" or any other partner of the JV/ consortium" in the projects executed by them earlier.

(ii) In case the bid is submitted by JV / consortium "either of the JV" i.e. the "Lead partner" or the "Other partner" should meet the requirement as required for sole bidder.

The experience of any one of the partners of the joint ventures / consortium (lead partner or other partner) meeting the above "Project Capability" criteria shall either be as "Sole bidder" or "Any Other Partner of the JV/ consortium" in the projects executed by them earlier.

Bidders may note that evaluation of various pre-qualifying experience criteria shall be done on the basis of documents / certificates submitted by the bidder, for which responsibility to furnish essential authentic, genuine & correct documentary proof / statements / attachments / information etc., entirely rests on the participating bidder(s). CSPTCL will not be responsible if the bid is considered non-responsive and rejected in the absence of such documentary proof.

3.3 PRE-CONTRACT INTEGRITY PACT: The bidder shall have to submit pre contract integrity pact in the format enclosed as Annexure-A-21. on non-judicial stamp paper worth ₹ 300/- duly signed by the bidder for the project along with techno commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 2 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

4. OTHER ELIGIBILITY CRITERIA:-

- i) **Sole bidder** or joint venture / consortium (not more than 2 firms) shall be eligible to participate in the tender.
- ii) The sole bidder / **lead partner** of the joint venture / consortium should submit a certified copy of "A" class electrical contractor license issued by **C.G. Anugyapan Mandal /CG State licensing Board** along with his offer and the

- license should be valid as on the date of opening of tender **OR** the bidder shall furnish an Undertaking to submit “A” class electrical contractor license issued by C.G. Anugyapan Mandal / CG State licensing Board within 30 days after issue of Letter of Award (LOA).
- iii) The sole bidder/ **lead partner** of the joint venture/consortium should have EPF code number allotted by EPF Commissioner and a copy of registration certificate should be submitted along with the T/C Bid.
 - iv) The sole bidder/joint venture or consortium partners should collectively have adequate tools & plants, financial and technical resources and infrastructure backed with qualified agencies to execute the work properly and expeditiously within the specified time frame.
 - v) Power of attorney issued to legally authorised signatory should be submitted with the TC bid.
 - vi) Those bidders which are not registered under GST shall not be allowed to participate in the tender.
 - vii) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years (counted from the date of bid submission) shall be provided in Annexure-A-12 by the sole bidder/joint venture or consortium partners. A consistent history of awards involving litigation against the bidder or any partner of JV may result in rejection of bid.

In case of Joint Venture (JV)/Consortium, the following conditions shall also apply:-

- (i) No bidder/member of a JV/consortium can participate in more than one bid.
- (ii) One of the partners shall be nominated as lead partner and the joint venture/consortium shall be represented by Lead Partner. An agreement for authorizing one partner to act as “Lead partner” in Annexure-A-20 (Form of Power of attorney for Joint Venture) signed by legally authorized signatories of both the partners on non-judicial stamp paper duly attested by Public Notary with seal and revenue stamp affixed thereon should be submitted with the technical bid. The “Lead Partner” shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/Consortium. The “lead partner” shall be responsible for timely execution & completion of all the activities. Entire execution of the contract shall be done by the “Lead Partner” and payment under the contract shall be received by the “Lead Partner” on behalf of the Joint Venture/Consortium as per power conferred to him in the Power of Attorney. All the correspondences etc. shall be done exclusively with the “lead partner”. The bid document should have been purchased and submitted by the “Lead Partner” only.
- (iii) The partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Bid Form and in the Contract Form (in case of a successful bid). The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of all the members.

- (iv) The agreement entered into, signed by the Joint Venture/Consortium partners, shall be submitted with the bid. Original copy of JV Undertaking in Annexure A-20 (form of undertaking by the Joint Venture Partners) on judicial stamp paper duly attested by Public Notary with seal and revenue stamp affixed hereon indicating joint and several liabilities among the parties to the Joint Venture should be provided with the bid. No joint venture will be accepted after submission of the tender bid. The joint venture/consortium shall remain valid for entire contractual period and the same shall be mentioned in the agreement. In case of any breach of contract by any of the joint venture/consortium partners during execution of the contract, the same shall be deemed to be default by both the partners. It will be the sole discretion of CSPTCL to allow the other partner to complete the work or to terminate the total contract.
- (v) The bid shall be signed so as to be legally binding upon both the partners of the joint venture/consortium. The non-judicial stamp paper shall be purchased in the name of joint venture and the date of purchase should not be later than six months of date of execution of the undertaking/agreement. The undertaking/agreement shall be signed on all the pages by authorized representatives of each of the partners and should invariably be witnessed.

The bidders are required to submit tenders in the manner described in following clauses.

All documents / information as per Annexure, schedules and formats enclosed in Volume –I of this tender document and as described below shall be placed in a sealed envelope containing four separate sealed envelopes as mentioned below.

In certain cases confusion takes place regarding furnishing of Earnest Money Deposit since the Envelopes are not properly super-scribed and sealed by the bidder. It is therefore, intimated that envelopes shall be submitted by bidders as under:-

- a) **Envelope-I:** This envelope should contain a covering letter (in Company's letterhead) with earnest money deposit (EMD) in the form of Demand Draft and cost of tender document. The cover of envelope should be suitably super-scribed with details of EMD and cost of tender document. The envelope should be sealed properly.
- b) **Envelope-II:** This envelope should contain the documents meeting the Pre-Qualifying Requirements (PQR). The Main documents to be furnished should be:-

- 1) Self-attested copies (i.e. copies attested by authorised signatory of the tender) for profit & loss account statement and audited balance sheets for last 5 financial years (i.e. FY 2015-16 to FY 2019-20).

A statement showing 'Annual Turnover' for the last five financial year (FY 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20) & 'Net worth' including assets and liability of the sole bidder /lead partner of JV as well as for the other partner of JV, duly certified by chartered accountant for the last three financial years (FY 2017-18, 2018-19 & 2019-20) shall be furnished.

- 2) A certificate of Chartered Accountant in original indicating details (break-up) of available liquid assets (LA) for sole bidder/lead partner of JV and also other partner of JV, self-attested by signatory shall be furnished.

The bidder shall also furnish certificate (in original) from their banker(s) (as per prescribed annexure-A-7) indicating various fund based /non fund based limits sanctioned to the bidder/ JV partners and the extent of utilization as on date.

Such certificates should have been issued not earlier than 3 months prior to the date of bid opening.

- 3) The bidder/JV partner shall submit certificates (in original) as per prescribed (Annexure-A-23) issued by CA, confirming fulfilment of following criteria:-
 - a) The sole bidder/Lead partner as well as other partner of the joint venture should have discharged all its payment obligations (principal / Interest) on outstanding debentures (i.e. debentures which have not yet been redeemed) if any and no such payment as on dtd. **30.06.2021** should be outstanding / overdue.
 - b) The sole bidder/Lead partner as well as other partner of the joint venture should not be presently in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder should not have been classified as NPA (Non-performing assets) by the creditor/ lending bank, as on date of issue of NIT.
 - c) Sole bidder/ each partner of JV should not be under process of insolvency or liquidation as on the date of issue of NIT. Even, if at a later date up to the date of opening of price bid against the instant tender, if it comes to the notice of CSPTCL that the sole bidder/ any partner of JV has been going through the process of insolvency or liquidation, their bid will be rejected and action will be taken against the bidder as per relevant provisions of the tender.

This certificate shall be submitted by the sole bidder/lead partner as well as other partner of the joint venture.

- 4) A declaration by the sole bidder/lead partner of JV as well as other partner of JV (separately) (as prescribed in annexure-A-24) that their firm is not debarred / black-listed by Bank / State Govt. / Central Govt. / State PSU / CPSU / SEB / Public utility as on date of issue of NIT and in case any of the documents/statements/attachments/information's are found to be false/fake/misleading, the bid will be disqualified and action will be taken against the bidder as per relevant provisions of the tender.

- 5) A declaration by the sole bidder/lead partner of JV as well as other partner of JV (separately) (as per prescribed annexure-A-8) that all the documents / statements / attachments / information submitted by the bidder in proof of the qualifying requirements are authentic / genuine /correct and in case any of the said documents / statements / attachments / information are found to be false / fake / misleading, the bidder will be disqualified and action will be taken against the bidder as per relevant provisions of the tender.
- 6) Following documents fulfilling the “Technical experience criteria of PQR”:-
- i Complete detailed order copy (self-attested by authorised signatory of the tender),in support of technical experience criteria of PQR for having constructed & commissioned 1 (one) No. 132KV OR 220KV (or above voltage class) Sub-station of at-least two voltage level on turnkey basis/labour contract basis (with or without supply of power transformer) or the contractor has completed the overhauling of EHV transformers, construction of additional 220KV/132KV/33KV feeder bays, construction of structures and erection of equipments in all respects of EHV sub-station during last 5 years i.e. FY 2015-16 to FY 2019-20 (between 1st April 2015 & 31st March 2020) *against order issued by Power Utilities owned and controlled by central or State Govt. or PSU’s or Govt. organizations.* Complete order copy along with annexures containing bill of quantity/ scope of work etc. shall be invariably submitted in support of technical experience criteria of PQR. **The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.**
 - ii Self-attested copy (by authorised signatory of the tender) of performance certificate of corresponding work order (for which orders have been furnished) for successful commissioning & satisfactory operation of the above 1 (one) No. sub-station for a period of at least one year (from the date of commissioning) as on the date of issue of NIT of instant tender, indicating date of commencement of work and date of commissioning of the sub-station, duly issued by the concerned Power Utilities owned and controlled by Central or state Govt. Or PSUs or Govt. Organizations in the name of participating bidder.
- 7) Copy of Valid “A” class Electrical Contractor License issued by CG Anugyapan Mandal/ CG state licensing board in the name of sole bidder / **lead partner** of the joint venture/ consortium or an undertaking to submit „A” class electrical contractor license issued by C.G. Anugyapan Mandal / CG State licensing Board within 30 days after issue of LOA, by the sole bidder or lead partner of the joint venture/consortium.

- 8) Copy of EPF code number/ EPF registration No. allotted by EPF Commissioner in the name of the sole bidder / **lead partner** of the joint venture / consortium.
- 9) **Pre-contract Integrity pact** in prescribed format in Annexure A-21 on non-judicial stamp paper worth ₹.300/- duly signed by legally authorized signatory of sole bidder or lead partner of the joint venture/consortium.
- 10) Bidder shall enter deviations /departures (if any) from the technical specification/ commercial conditions of contract clearly indicated giving full justifications for such deviations in separate sheet(s) under “Deviations/ Departures” title in annexure A-9.
- 11) In case of JV, an Undertaking entered into, signed by the Joint Venture/Consortium partners, in proforma A-20 (form of undertaking by the Joint Venture Partners on Non-judicial stamp paper worth ₹.100/- duly attested by Public Notary with seal and ₹.1/- revenue stamp affixed thereon indicating joint and several liabilities among both the parties in case of Joint Venture/ Consortium.

The non-judicial stamp paper shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Undertaking. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

- 12) In case of JV, an agreement for authorizing one partner to act as “Lead partner” in proforma A-21 (Form of power of attorney for Joint Venture) signed by legally authorized signatories of both the partners on non-judicial stamp paper worth ₹.100/- duly attested by Public Notary with seal and ₹.1/- revenue stamp affixed thereon in case of Joint Venture/Consortium.

The non-judicial stamp paper shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Agreement. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

- 13) Power of Attorney issued to legally authorised signatory should be submitted with the TC bid.
- 14) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five financial years (counted from the date of bid submission) shall be furnished in prescribed Annexure-A-12 by sole bidder/lead partner as well as other partner of the JV.
- 15) **Check list:** The check list (Annexure A-22) in respect of various documents/schedules etc. in respect of PQR & other eligibility requirement is 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 this offer.
- 16) **Vital document to be submitted with the T/C bid:** - Duly filled in “Check List” in Annexure A-22 and “Questionnaire” in Annexure A-3 attached with this tender document, indicating Name of organisation with address and turn

over. In case of non- attachment of these documents, the bid shall be considered as non-responsive and shall be out rightly rejected without any correspondence in the matter.

c) **Envelope-II:** This envelope should contain the Technical Bid and Commercial Bid complete in all respects.

d) **Envelope-IV:** This large envelope should contain all the above three envelopes. In case above instructions are not followed properly and any of the envelope of the bidder is not available for inspection on opening, no representation at the time of tender opening shall be accepted and such offers shall not be opened. The large envelope should be properly super scribed with Tender No., Due Date & Name of work in Bold & should bear complete address of the Bidder.

It may be noted that in no case the request for return of offer/ bid dropped in the tender box shall be considered.

5. **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. There will be evaluated based on the main offer only.

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

- 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/ completion of the work.**
- iii. All columns shall be completely filled up properly and neatly.
- iv. No conditional prices should be quoted.
- v. The evaluation of price bids shall be done by comparing the Grand total (i.e. Total of all the price bid annexures) quoted by the bidder in price schedule Annex- B of section-IV of all the services including GST. Based on the comparative evaluation, LOA shall be placed on the L-1 bidder (lowest quoted price for entire work) on the final accepted price.
- vi. **NEGOTIATION OF PRICES:** CSPTCL reserves the right to hold negotiation with L-1 bidder as deemed necessary. Procedure adopted by CSPTCL for holding negotiation shall be final and binding on all bidders. **Although details presented in this tender specification have been compiled with all reasonable care, it is the responsibility of the bidder to satisfy himself that the information given in each section are adequate and there are no conflicts between various clauses/ sections/**

specifications. The clarification/ decision of the Executive Director (S/s: O&M) CSPTCL, Bilaspur shall be final and conclusive.

Note- In case of not fulfil the criteria i.e. execution of agreement, starting the work , incomplete the work by L-1 bidder on whom order placed, the order may be issued on L-2 bidder on the rate of L-1 bidder, if L-2 bidder give his consent to do what so ever

6. TAXES

The bidder should furnish valid GST registration number in Annexure A-1 in absence of GST registration the offer shall not be accepted.

i GST and other levies in respect of services under the Contract in respective columns in the Price Bid Proposal Sheets. The ITC (Input tax credit) available to bidder should be duly considered while quoting the rate. Any variation in tax rate during scheduled completion period will be on CSPTCL's account.

ii **Cess under "Building and other Construction Workers Welfare cess Act, 1996:-** The contractor for carrying out any construction work in Chhattisgarh

State must get themselves registered under section 7 (1) of the "Building and Other Construction Workers Welfare Cess Act, 1996" and rules made thereunder by the Chhattisgarh Govt. and submit Certificate of Registration issued by the Registering Officer of the Chhattisgarh Government (Labour Department) for enforcement of the Act. The cess @ 1% on construction charges shall be borne by the contractor and same shall be deducted from each bill. Any variation in this respect within scheduled completion period shall be to the account of CSPTCL.

If the rate of applicable cess beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of cess undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of cess.

iii **Payment of other taxes/charges which are not described above:** The bidder should be aware of the various taxes, duties, levies imposed by the Central Government, State Government or Local Bodies applicable in this contract as on the date of TC bid opening. Further, in the price bid, it should be specifically stated regarding each tax whether it is inclusive or exclusive. However, if there is no specific mention of any duties/levies as exclusive in the price bid, it will be presumed to be inclusive if it is applicable as on the date of TC bid opening and will not be paid extra.

iv Any variation in statutory taxes within stipulated completion period shall be in the account of CSPTCL.

Tax Beyond contractual completion period: If the rate of applicable taxes / duties beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during scheduled completion period. In case the rate of statutory levies undergoes downward revision then the work performed beyond contractual completion period will attract reduced rate of taxes.

- v **Any other new tax:** If any other tax or duty becomes payable during the completion period of contract, (after TC bid opening) the same shall be paid extra by CSPTCL to the contractor as per actual on submission of documentary evidence, having paid the same as per the rules. However, tax due to increase of Turnover or withdrawal of tax exemption earlier available to the vendor etc. will not be reimbursed.
- vi The contractor shall be solely responsible for payment of all taxes, duties, license fee etc.

**Executive Director (S/s: O&M)
CSPTCL: Bilaspur**

**SECTION – II
(GENERAL CONDITIONS OF CONTRACT)**

1. DEFINITION OF TERMS:

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

- “CSPTCL” shall mean the Chhattisgarh State Power Transmission Company represented through the Executive Director (S/s: O&M) CSPTCL, Bilaspur.
- “**The Engineer- in- Charge**” shall mean the Engineer or Engineers authorised by the ED (S/s: O&M) CSPTCL, Bilaspur for the purpose of this contract.
- ▪ “**CSPTCL Engineer**” shall mean an Engineering person or personnel authorised by the CSPTCL to supervise and inspect the erection of the sub-station.
- “**The Contractor**” shall mean the successful bidder awarded with the contract or their successors and permitted assigns.
- “**Contract Price**” shall mean the sum named in or calculated in accordance with the provisions of the contract as the contract price.
- “**General Conditions**” shall mean these General Conditions of Contract.
- “**Owner**” shall mean CSPTCL.
- “**Specification**” shall mean the specification annexed to these General Conditions of Contract and shall include the Schedules and drawings attached thereto or issued to the contract as well as all samples and patterns, if any.
- “**Month**” shall mean calendar month.
- “**Writing**”: shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or under hand.
- “**Work**” shall mean & include EHV sub-stations

- **“Package”** shall mean & include combination of all the Work(s) described in Scope of Work.
- **“Date of Tendering”** shall mean the original due date of opening of TC bid.

2. **CONTRACT DOCUMENT:**

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

3. **MANNER OF EXECUTION:**

- a) The contractor shall within 15 days after the date of acceptance of letter of award (LOA) submit to the EE (MRT-cum: S/s) Dn. Korba, a detailed program for the execution of work for his consent. This detailed programme should be in the form of a P.E.R.T. Network/Bar Chart within the time frame agreed considering adequate number of activities covering various key phases of the works for Erection activities. The P.E.R.T. chart shall be approved by ED (S/s: O&M) CSPTCL, Bilaspur & shall form a part of contract document. Based on this P.E.R.T. network, fortnightly progress shall be submitted by the contractor to O/o ED (S/s: O&M) CSPTCL, Bilaspur. The contractor shall whenever required by the CSPTCL also provide in writing for his information, if general description of the arrangements and methods which the contractor proposes to adopt for the execution of the work.
- b) If at any time it should appear to CSPTCL that the actual progress of works does not conform to the program to which consent has been given under sub-clauses (b), the contractor shall produce at the request of CSPTCL a revised program showing the modifications to such program necessary to ensure completion of the works within the time of completion.

04. **VARIATION, ADDITIONS & OMISSIONS:**

CSPTCL shall have the right to alter, amend, omit, or otherwise vary the quantum of work by notice in writing to the contractor. The contractor shall carry out such variations in accordance with the rates specified in the contract, so far as they may apply.

05. **INSPECTION DURING ERECTION:**

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

In addition to the routine inspection to be carried out by the Engineer-in-charge. The Superintending Engineer (S/s:O&M) Cir. CSPTCL, Korba shall carry out inspection time to time at different stages of the work for erection, testing & commissioning of equipments. The Senior Engineer from the contractor’s side shall be present during such inspection and the guide lines issued by the SE shall

be noted and complied by the contractor. A copy of the inspection note and its compliance shall also be submitted to the ED (S/s: O&M) CSPTCL, Bilaspur.

6. COMPLETION OF WORK:

Time being deemed to be the essence of contract on the part of the contractor, the erection, commissioning and testing work of the Sub-station shall be completed within the period specified i.e. **04 (Four) months** from the date of handing over of site. The OIC of the work shall ensure to provide to all equipments to the contractors within schedule period for the execution of work.

7. CONTRACTOR'S DEFAULT LIABILITIES:

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

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

(i) complete the contractual formalities within the time specified in the contract agreement or within the period for which extension has been granted by CSPTCL to the contractor and / or

(ii) Comply with any of the provisions of this contract.

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

(a) Terminate the contract

(b) Forfeiture of security deposit, if available or EMD.

(c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.

(d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

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

(a) Terminate the contract.

(b) Forfeiture of security deposit, if available or EMD.

(c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.

(d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

(e) The payment of pending RA bills of the instant contract shall be withheld till the liabilities as per tender conditions are settled.

(f) The payment of pending RA bills of the other running contracts shall also be withheld till settlement of all liabilities of the instant contract.

(III) In case the work of erection, commissioning and testing work of substation 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 substation is completed.

8. FORCE MAJEURE:

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

9. REJECTION OF WORKS:

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

- a) At its option replace or rectify such defective works and recover the extra cost so involved from the contractor plus fifteen percent from the contractor and/or terminate the contract for balance work with enforcement of penalty as per contract.
- b) Defective workmanship will not be accepted under any conditions and shall be out-rightly rejected without compensation. The contractor shall be liable for any loss/damage sustained by CSPTCL.

10. EXTENSION OF TIME:

If the completion of the sub-station is delayed due to reason beyond the control of the contractor, the contractor shall without delay give notice/intimation to CSPTCL in writing of his claim for an extension of time. CSPTCL on receipt of such notice/ intimation may agree to extend the contract delivery date of the sub-station with or without levy of liquidated damages as may be reasonable but without prejudice to other terms and conditions of the contract.

11. GUARANTEE PERIOD:-

- 11.1(a) 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 (Twelve) months from the date on which the erection, commissioning and testing work of sub-station completed and taken over.** Any defect noticed during this period should be rectified by the contractor on free of cost basis upon written notice.

12. PERFORMANCE GUARANTEE:

- 12.1 After completion of work in all respect and commissioning of equipments and before issue of final taking over certificate by the engineer-in-charge of CSPTCL, contractor shall furnish CSPTCL.
- 12.2 The bank guarantee shall be executed in a stamp paper worth ₹.250/- or any other amount as per the CG state stamp duty act and shall be kept valid for a period exceeding 90 days from completion of original/ extended guarantee period as specified in foregoing (Guarantee Period) plus six months claim period.

- 12.3** The bank guarantees mentioned at 12.1 & 12.2 shall be released after successful completion of original /extended guarantee period of particular equipments as specified in foregoing (Guarantee Period) and issue of no liability certificate from the Engineer-in-charge of work.
- 12.4** No interest shall be paid by CSPTCL for the aforesaid Bank Guarantee.
In case of non-performance of the work as per the contract specification, the performance Bank Guarantee shall be forfeited.

13. TERMS OF PAYMENT:

- 13.1** The payment on running bills will be allowed in the following manner to relieve the contractor from financial hardship, if any, so as to facilitate him for timely completion of the work.
- (a) **DISMANTLING ERECTION, TESTING & COMMISSIONING:** -
The contractor shall present at the end of each calendar month to verify and recording measurements/work executed in MB, on the basis of accepted rates, 90% of cost of completed works duly verified by the Engineer-in-charge shall be released normally within fortnight from presentation of bill, complete in all respect. Balance 10% retention amount shall be released after successful completion of work and taking over of sub-station by CSPTCL.
- (B) The contractor shall furnish the Original invoice for claiming the payments.
The invoices raised by the vendor should be in the name of contractor and A/c (Name of EHV S/s) CSPTCL.
- (C) The payments shall be made through RTGS/NEFT. Please furnish following details
- (i) Name of Bank and its address.
 - (ii) Bank A/c Number.
 - (iii) Bank IFSC Number.
 - (iv) E-mail ID & mobile number of Principal Officer.

14. LIQUIDATED DAMAGE FOR DELAY IN COMPLETION OF CONTRACT & DELAY IN REPAIR/REPLACEMENT OF DEFECTIVE WORK:

- 14.1** If the contractor fails to perform the work covered under the work, within the completion period specified in the work order or any extension granted thereto, CSPTCL shall recover from the contractor as liquidated damages, a sum of (0.5%) of the total price of works for each calendar week (or part thereof) for delay of the work covered under the work of this tender. For this purpose, the date of taking over by CSPTCL Engineer-in-charge of S/s works shall be reckoned as the date of completion.
- The liquidated damages shall not exceed 10% (Ten percent) of the total price for completed and uncompleted portion of the sub-station work.
- The payment or deduction of such damages shall not relieve the contractor from obligations to complete the work or from any of other obligations and liability under the contract.

15. SECURITY DEPOSIT:

- a. The contractor shall furnish a bank guarantee from a nationalized/scheduled bank for an amount of 10% (ten percent) of the cost of the contract (including GST) as a contract security. This bank guarantee shall be submitted within 30 days of receipt of individual orders and shall be kept valid for a period exceeding the scheduled completion date by two months with claim period of six months.
- b. In case the work is delayed (running beyond schedule) on any account, the contractor will be required to extend the validity of BG well in advance for at least for six months or period of expected delay plus six months claim period, whichever is more. This extension in validity will be at contractor's cost only. The validity of the bank guarantee shall be extended on stamp paper worth ₹. 250/- or as per the prevailing legal requirements. Any other amount as per the C.G. State Stamp Duty Act shall be from a Nationalised/ Scheduled Bank in the prescribed form of CSPTCL. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfilment of contractual obligations by the contractor, the security deposit shall be forfeited.
- c. The security deposit will be released only after completion of entire works, issue of No dues certificate from the Executive Engineer in charge of work and after submission of performance B.G.
 - a. All the outside state SSI units shall be required to pay security deposit @10% of ordered value.
 - b. The SSI units of CG having annual business above ₹.50.00 Lacs shall be required to pay Security deposit @7.5% of the value of order subjected to maximum ₹. 10.00 lacs (₹.Ten lac only).
 - c. In case of SSI units of CG whose annual business is up to ₹.50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of purchase order with maximum limit subject to maximum of ₹.20,000/- (₹. Twenty thousand only).
 - d. In support of annual business of SSI units of CG the certificate of Chartered Accountant duly notarized should be furnished. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfilment of contractual obligations by the Contractor, the security deposit shall be forfeited.
The Security Deposit shall be refunded after having completed the contract satisfactorily and issue of no dues / liability certificate by the OIC of the work

16. INSURANCE:

- 16.1 The contractor shall arrange insurance coverage for the materials at his custody and sub-station under execution as per the conditions laid down in the relevant clause of the technical specification.
- 16.2 The contractor shall take up insurance or such other measures of his work force which covers the claim for damage arising under workmen's compensation Act and other applicable State/Central laws. CSPTCL shall not bear any responsibility on this account. The contractor shall insure the entire materials during erection, commissioning and testing work and shall kept it insured against loss by theft, destruction or damage by fire, flood, riot, civil commotion, sabotage or rebellion for the full value of the materials provided by CSPTCL.

The contractor shall ensure following insurances also:-

Workmen compensation insurance : This shall protect against claims applicable against workmen's Compensation Act, 1948 (Govt. of India)

Workmen's compensation : As per statutory provisions

Employee's liability : As per statutory provisions

17. PAYMENT DUE FROM THE CONTRACTOR:

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

18. JURISDICTION OF THE HIGH COURT OF BILASPUR:

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

19. CONTRACTOR'S RESPONSIBILITY:

Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the sub-station by CSPTCL, the ultimate responsibility for satisfactory performance of the sub-station shall rest with the contractor.

20. RESPONSIBILITY TO RECTIFY THE LOSS AND DAMAGE:

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

21. NON-ASSIGNMENTS:

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

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

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

22. 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.

23. SETTLEMENT OF DISPUTES:

23.1 Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by CSPTCL provided a

written appeal by the contractor is made to CSPTCL. The decision of CSPTCL shall be final to the parties hereto.

- 23.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between parties. If amicable settlement cannot be reached then all disputes/issues shall be settled by Arbitration as provided in this contract.

24. ARBITRATION:

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

25. LAWS GOVERNING CONTRACT:

The contract shall be governed according to and subject to the Laws of India and jurisdiction of the High Court of Bilaspur & Civil Court at Bilaspur.

26. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including specifications, Annexures / schedules, notice correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

29 CORRESPONDENCE:

29.1 Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorised local representative of the contractor and copy by post to the contractor's place of business.

29.2 Any notice to CSPTCL shall be served to the ED (S/s:O&M) CSPTCL, Tifra, Bilaspur in same manner.

30. SECRECY:

The contractor shall treat the details of the specification and other documents as private and confidential and they shall not be reproduced without written authorisation from CSPTCL.

31. AGREEMENT:

The successful bidder shall have to enter into an agreement with the ED (S/s:O&M) CSPTCL, Tifra, Bilaspur, in the approved contract agreement format, latest within 15 days of the receipt of the work order for of dismantling, erection, testing and commissioning 132/33 KV Sub-station.

“If the contractor fails to execute agreement within 15 days from issue of this order, CSPTCL shall recover from the contractor as penalty a sum of 0.1% of contract price for the delay of each calendar week or part thereof. The total penalty shall not exceed 1% of the contract price.”

32. TIME SCHEDULE & CLARIFICATIONS: -

- a) It is necessary that the tender documents are read by Bidders carefully and clarifications, if any, required before furnishing of tenders is promptly obtained. For any delay in this regard, Company will not be responsible and any request for extension of due date will not be entertained.
- b) In case, the specification for the work are noticed to be different in two schedules, the contractor should ask clarification before submitting the tender, otherwise whatever is beneficial to CSPTCL shall be considered and decision of CSPTCL shall be final in this regard.

33. SAFETY PRECAUTIONS:-

The contractor shall strictly follow, at all stages of dismantling and erection of equipments, the stipulations contained in the latest editions of IS-7205 “Indian Standard Safety code for erection of equipments work”.

34. ENGAGEMENT OF WORKERS BY CONTRACTOR:-

- a) The contractor shall submit a statement to the Engineer-in-charge showing:-
 1. Number of Labours employed by him on the work
 2. Their working hours
 3. The wages paid to them, and
 4. The accidents that occurred during the working period of which information required stating the circumstances under which they occurred and the extent of damage and injury caused by them. The contractor should intimate all concerned about any accident & take immediate actions as governed by Rules.

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

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

35. NATURE OF CONTRACT:

Not with standing anything stated elsewhere in the bid document, the contract to be entered will be treated as divisible in dismantling and Erection, Testing & Commissioning contract award shall be placed on successful bidder as follows:-

1. Dismantling/Erection of equipments & structure, Testing & commissioning charges.

36. PRICES:-

- 36.1 The quoted price should be kept valid till the completion of the work. Bidders are requested to quote price only in the prescribed formats showing Ex-works price/unit rate and GST.
- 36.2 It may please be noted that statutory variations due to Govt. Regulation in the rate of GST shall be permitted by CSPTCL only within contractual completion period.

- 37. ISSUE OF STRUCTURAL DRAWINGS:-** The lay out drawings dully indicated portion for erection, testing and commissioning shall be issued to L1 bidder by CSPTCL. It is the sole responsibility of the contractor to observing all the required clearances (phase to phase, phase to earth, sectional clearances & ground clearances) as per tender specifications.

38. ENGAGEMENT OF SUB-VENDORS – CLEARANCE OF THEIR DUES AND OBSERVANCE OF INDUSTRIAL/LABOUR LAW.

- 1) The contractor shall furnish list of various agencies/sub-vendors proposed to be engaged for execution of works under scope of this contract to the ED (S/s:O&M) CSPTCL, Bilaspur and concerned Engineer-in-charge.
- 2) Wages and fringe benefits according to the Labour Law / Industrial Law and fixed by concerned District Collectorate as enforce during the execution of the work shall have to be paid by contractor or his appointed sub-vendor. It shall be the sole responsibility of the main contractor for observing the prevailing laws and contractor shall be abided for such statutory requirements absolving CSPTCL fully in case of any dispute, if so arises. Notwithstanding above, CSPTCL reserves the right to make direct payment to the sub-vendors/sub-contractor in case of failure of the main contractor to do so within a reasonable time period on whatever ground and deduct from the bills due to the Contractor under this contract or any other contract with CSPTCL including his amount of performance / security for adjusting the aforesaid payment.
- 3) The termination/completion of the sub-vendor's job shall be informed to CSPTCL promptly. The contractor shall furnish a statement to the effect that all the dues of all sub-vendors/other agencies engaged by him for the execution of the contract

have been fully cleared. The B.G. shall be released only after submission of the aforesaid statement to CSPTCL.

- 4) The contractor shall observe Labour Law/Industrial Law and Wages Law strictly with regard to payment and fringe benefits to be delivered to the labourers/workers engaged by the Contractor or his sub-vendor. It shall be the sole responsibility of main contractor for arranging due insurance of personnel / materials to meet out any exigencies. It shall be the sole responsibility of main contractor for observing all the prevailing Laws and CSPTCL shall not be held responsible for any liability / disputes or claim in any way if arises due to non-observance of such Laws. However, the decision of Honourable District Court / appropriate court of law shall be final and binding on CSPTCL, Contractor and sub-vendor in case of any dispute.

39. POWER & WATER SUPPLY FOR CONSTRUCTION WORK:-

For providing power supply required for dismantling, erection, testing & commissioning work, CSPTCL shall extend supply up to the site of the Sub-station. Any line extension work etc. required for this purpose shall be done by CSPTCL at their own cost.

However, the connection required for availing supply shall be arranged by the contractor. The expenditure on this account and the energy charges shall be borne by the contractor.

40. AWARD OF CONTRACT:-

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

41. (A) STORAGE, SHIPMENT OF EQUIPMENT/MATERIAL:-

The indoor equipments received at site for the work under execution has to be stored under a temporary shed in proper manner so as to avoid entry of rain water, flood water and safe from theft & fire hazards etc. The outdoor equipments can be stored in open space free from water logging and fire hazard The Executing Division of the work to ensure that the bill raised by the contractor is passed only after storage of the equipments in proper manner. The site of the store shall be selected in consultation with engineer in charge of the work, in no way the store area shall create obstacles for construction of main switch yard. DI of materials shall be issued by this office only after getting confirmation of construction of storage shed from engineer-in-charge.

42. UNSATISFACTORY PERFORMANCE:

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

43. COMPLIANCE WITH REGULATIONS:-

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

44. FULL TIME SITE ENGINEER:-

Immediately on award of contract and handing over of the site, the contractor shall nominate one experienced site engineer having at least 3 years' experience of similar work, who will be stationed near the sub-station site. The site engineer will execute all the works related to this sub-station on a full time basis. It is noted that some of the bidders have undertaken 2-3 projects but are carrying on with one site engineer only with the result that for achieving progress at one site, the works are delayed at other sites. Therefore, full time site engineer for sub-station is a must. After award of the contract, the firm shall immediately inform CSPTCL about nomination of a full time site engineer and his contact numbers who will be approachable to CSPTCL for all works related to the substation.

45. E.P.F. CODE:-

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

46. LIMITATION OF LIABILITY:-

Except in cases of gross negligence or will full misconduct,

- (a) the Contractor and CSPTCL shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the CSPTCL and
- (b) the aggregate liability of the Contractor to CSPTCL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Equipment, or to any obligation of the Contractor to indemnify CSPTCL with respect to patent infringement.

**Executive Director (S/s: O&M)
CSPTCL: Bilaspur**

SECTION – III
ANNEXURE – A-1

GENERAL INFORMATIONS TO BE FURNISHED BY BIDDERS

The bidders shall furnish General information of their firm in the following format:-

1. Name of the Firm:-
2. Head Office address:-
3. GST Registration No.:-
4. Contact Person:-
5. Mobile No. of contact person:-
6. Telephone No. Office:-
7. Telephone No. Residence:-

8. Fax No.:-
9. E-mail:-
10. Place of incorporation / Region:-
.....
11. Year of incorporation / Region:-
12. Whether fully owned under taking of the:-
State Govt./Central Govt./e.g. BHEL or.....
registered under SSI/MSME unit.....

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

**ANNEXURE – A-2
DECLARATION FORM**

Tender specification no. TR-152/

To,

Sir,

1. Having examined the above specification together with tender conditions referred to therein. I/We the undersigned hereby offer to execute the work contract covered therein complete in all respect as per the specification and general conditions, at the rates entered in the attached contract Annexure – of prices in the tender. Our offer is valid upto 180 days from the date of tender opening and the prices, which are on firm basis, will remain valid till the completion of the work.
2. I/We hereby undertake to have the works completed within the time specified in the tender.

3. I/We certify to have purchased a copy of the Specification by remitting cash/demand draft and this has been acknowledged by you in your letter no. _____ dtd. _____.
4. In the event of work order being decided in my/our favour, I/We agree to furnish the Bank Guarantee in the manner acceptable to CSPTCL and for the sum as applicable to me/us as provided in the General conditions of contract (Section-II) of this specification within 30 days of issue of work order, failing which I/We clearly understand that the said work order will be liable to be withdrawn by CSPTCL.

Signed this ____ day of _____ 2020.

Yours faithfully,

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

(This form should be duly filled up by the bidder & submitted along with the original copy of tender.)

**ANNEXURE – A-3
QUESTIONNAIRE
TENDER SPECIFICATION TR-152 FOR
RENOVATION OF 132 KV (OLD 100 MW) KORBA ON LABOUR
CONTRACT BASIS**

Note: The bidders may please note that submission of this questionnaire duly and properly filled in all respect is essential. While 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 offers will be liable for rejection.**

Bidders to note this to avoid bid rejection: : It will be the responsibility of the sole bidder/ partners of joint venture (JV)/ consortium to make sure that all the documents required as per tender are submitted along with bid on or before due date of tender. The bid submission date is cut-off date of submission of all the documents required as per tender and every bidder must adhere to this dead line.

If a bidder has quoted „NIL“ deviations in Annexure (Deviation from Commercial conditions of contract), this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid.

Please note that in case of any of the required document is not submitted along with the bid; the bid will be rejected without any further correspondence in the matter.

1.	Name and address of tenderer. Telephone & fax No.	
2.	Mention GST registration number	
3.	Whether quoted as a sole bidder or JV / consortium	
4.	If JV/ consortium, name of	
	Lead partner	
	Other partner	
5.	i. Whether you are State or Central Govt. Undertaking/unit with 100% Govt. share. ii. If yes, whether documentary evidence in support of the above has been enclosed. (In absence of documentary evidence your claim to be State/Central Govt. under-taking shall be ignored.)	Yes / No
6.	Mention Earnest Money furnished 1. Amount & Bank Draft No. 2. Proof of support of EPM Region/ DGS&D/ NSIC	
7.	Mention Tender cost (amount & DD Number)	
8.	Whether dully filled in check list (Annex.) is enclosed.	Yes/No
9.	Whether the offer is valid for 180 days from the date of opening of commercial/technical bid	Yes / No
	Terms of payment – Whether agreeable to CSPTCL’s terms or not?	Yes / No
10.	Please confirm that you have noted the responsibility for payment of taxes as stipulated in Section-I, Vol-I.	Yes / No
11.	Please confirm you have noted & agreed that if the break-up of prices has not been furnished in respective price schedules/annexures and if the prices are furnished as without taxes, then it will be presumed that the GST, cess under BOCWA or any other applicable taxes are included as per prevailing rates in respective price schedules.	Yes / No
12.	Schedule date of completion of EHV Sub-station (04 months) – Whether agreeable to CSPTCL’s terms	Yes / No
13.	Liquidated damages– Whether agreeable to CSPTCL’s terms	Yes / No
14.	Whether agreed to guarantee/extended guarantee period clause	Yes / No
15.	Whether agreeable to submit 10% BG against SD as per clause-15 GCC section-II, Vol-I	Yes / No

16.	Self-attested detailed order copy along with annexures containing BOQ/ scope of work, in support of technical experience criteria of PQR for having constructed & commissioned 1 (one) No. 132KV <u>OR</u> 110KV (or above voltage class) Sub-station of at-least two voltage level on turnkey basis (with or without supply of power transformer) during last 5 years (between 1 st Apl st 2016 & 31 st March st 2021) against order issued by Power utilities owned and controlled by Central or State Govt. or PSUs or Govt. organizations. <u>The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.</u> a) Name of 132 KV/110 KV substation commissioned & name of order placing utility	Enclosed or not. If Yes mention Page No.												
17.	Performance certificate for successful commissioning & satisfactory operation of above mentioned Sub-station for a period of at least one year (from the date of commissioning) indicating date of commencement of work and its commissioning (constructed by sole bidder / any of the partners) as on date of NIT of the instant tender. a) Name of performance certificate issuing utility.	Enclosed or not. If Yes mention Page No.												
18.	In support of their „Financial Position“, the Bidder (Sole bidder or the JV partners in case of JV bidder) must provide the relevant information, along with documentary evidence for the following :-													
A	Turn over Details	Yes/No												
	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Turnover (in Cr)</th> </tr> </thead> <tbody> <tr> <td>a) 2019-20</td> <td></td> </tr> <tr> <td>b) 2018-19</td> <td></td> </tr> <tr> <td>c) 2017-18</td> <td></td> </tr> <tr> <td>d) 2016-17</td> <td></td> </tr> <tr> <td>e) 2015-16</td> <td></td> </tr> </tbody> </table>	Financial Year	Turnover (in Cr)	a) 2019-20		b) 2018-19		c) 2017-18		d) 2016-17		e) 2015-16		
Financial Year	Turnover (in Cr)													
a) 2019-20														
b) 2018-19														
c) 2017-18														
d) 2016-17														
e) 2015-16														
	(In case where audited balance sheet for FY 2019-20 is not available; a self-declaration to this effect countersigned by a practicing Chartered Accountant needs to be attached and in such cases audited balance sheets for FY 2014-15 to 2018-19 shall be considered.)													
B	Net worth details (with Self attested copies by authorised signatory) of the balance sheets for last 3 yrs):-	Yes/No												
	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Net worth (in Cr)</th> </tr> </thead> <tbody> <tr> <td>a) 2019-20</td> <td></td> </tr> <tr> <td>b) 2018-19</td> <td></td> </tr> <tr> <td>c) 2017-18</td> <td></td> </tr> </tbody> </table>	Financial Year	Net worth (in Cr)	a) 2019-20		b) 2018-19		c) 2017-18						
Financial Year	Net worth (in Cr)													
a) 2019-20														
b) 2018-19														
c) 2017-18														
	(In case audited balance sheet for FY 2019-20 is not available; net worth as per audited balance sheet of previous three years i.e. 2016-17, 2017-18 & 2018-19 should be considered for above criteria and for this, the bidder shall submit the self-declaration countersigned by CA regarding non-availability of audited balance sheet for FY 201920.)													
C	Liquid Assets													
	Details of evidence of liquid assets(LA)													
	Details of evidence of of access to or availability of credit facilities (Bank													

	Certificate)	
	(In case where audited balance sheet for FY 2019-20 is not available; a self-declaration to this effect countersigned by a practicing Chartered Accountant needs to be attached and in such cases audited balance sheets for FY 2014-15 to 2018-19 shall be considered.)	
D	Whether self-attested copies of profit and loss account statement of the balance sheet for the last 5 financial years have been furnished.	Yes/No
E	Whether certificate of CA, in original that the bidder has discharged all its payment obligations (principal/interest) on outstanding debentures(i.e. debentures which have not yet been redeemed),if any and no such payments as on 30.06.2021 should be outstanding/overdue AND the bidder is not presently in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder should not have been classified as NPA (Non-performing assets) by the creditor/ lending bank, as on date of issue of NIT, have been furnished .	Yes/No
19.	Whether the declaration is furnished that the bidder is not debarred/blacklisted by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/public utility .	Yes/No
20.	Whether self-attested copy duly certified by CA, indicating Liquid assets, for sole / lead partner of JV and the other partner of JV is enclosed.	Yes/No
21.	Particulars of Contractor's "A" class H.T. License:- a. Licence Number. b. Name of Person. c. Valid Up to. d. Name of state level license issuing authority.	Yes/No
22.	Copy of EPF code number allotted by EPF Commissioner	Yes/No
23.	Whether details of departures/ deviation from specification have been furnished in the respective schedule.	Yes/No
24.	Whether details of technical manpower of head office and field organisation furnished in respective schedule.	Yes/No
25.	Whether agreeable to arrange for storage cum erection insurance of substation equipments/materials as per relevant clause of the specification.	Yes/No
26.	Have you furnished the power of attorney in respect of the person signing the tender on behalf of the bidder?	Yes/No
27.	Whether submitted Pre – contract Integrity pact with confirmation that no addition/ deletion has been made and if, at later stage any discrepancy is found as compared to the text of integrity pact attached with the tender document, you will be bound to correct the same.	Yes/ No

Note : Bidder shall use above questionnaire sheets in original for furnishing reply along with this 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.

Date
Place

SIGNATURE OF TENDERER

NAME
DESIGNATION WITH
SEAL

ANNEXURE – A-4.**UNDERTAKING FOR PERSONNEL CAPABILITIES**

(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)

I/WE..... (Designation) of (Name of bidder) hereby undertake that we have adequate experienced personnel with necessary license/workman permit issued by the Electrical Licensing to execute the project and the details are hereunder:-

1) PERSONNEL IN MANAGERIAL POSITION

Sl. No.	Name of person with designation	Educational/Tech. Qualifications	Year of experience	Details of Licence

2) PERSONNEL IN SUPERVISORY POSITION

Sl. No.	Name of person with designation	Educational/Tech. Qualifications	Year of experience	Details of Licence

3) PERSONNEL IN WORKMEN CATEGORY

SL. No.	Name of person with designation	Educational/Tech. Qualifications	Year of experience	Details of Licence

Date
Place

SIGNATURE OF TENDERER
NAME
DESIGNATION WITH
SEAL

ANNEXURE – A-5.**UNDERTAKING FOR EQUIPMENT CAPABILITIES**

(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)

I/WE (Designation) of (Name of bidder) hereby undertake that we have adequate tools & planets required for execution of various activities involved in construction of EHV Substation.

Date

Place

SIGNATURE OF TENDERER
NAME
DESIGNATION WITH
SEAL

ANNEXURE – A-6**FINANCIAL CAPABILITIES ANNUAL TURNOVER**

(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)

Name of the bidder

(The bidder is requested to complete the information in this Annexure. The information supplied should be the annual turnover duly audited by the Chartered Accountant for preceding three years of work in progress or completed.)

ANNUAL TURNOVER, NET WORTH & LIQUID ASSETS FOR LAST FIVE FINANCIAL YEAR

	FINANCIAL YEAR	TURN OVER (in Rs.)	NET WORTH (in Rs.)	LIQUID ASSETS (in Rs.)
1.	2015-16			
2	2016-17			
3	2017-18			
4	2018-19			
5	2019-20			

The bidder shall also furnish the following information:

1. Name of Banker:
2. Address of Banker:
3. Telephone:
4. Contact Name and Title:
5. Fax / Telex

Financial information in Rupees	Actual previous three years			Projected Next Two years.	
	1	2	3	1	2
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Profit before taxes					

Proposed sources of financing

	Source of financing	Amount (Rs.)
1.		
2.		
3.		

Attach audited financial statements for the last three years.

Date
Place

SIGNATURE OF TENDERER
NAME
DESIGNATION WITH
SEAL

ANNEXURE A-7**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES**

*(To be furnished in original for Sole bidder/Lead Partner as well as other Partner of JV)
(Issued not earlier than three months prior to date of bid opening)*

BANK CERTIFICATE

This is to certify that M/s..... *(insert Name & Address of the Contractor)* who have submitted their bid to*(insert name of the Employer)*..... against their tender specification vide ref. No. *(insert name of the project along with the project name)* is our customer for the past years.

Their financial transaction 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:

Sl. No.	Type of Facility	Sanctioned Limit as on Date	Utilisation as on Date	Unutilized limit / Balance as on Date

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised _____

Signatory _____

Designation _____

Phone No. _____

Address _____

DATE & SEAL OF THE BANK

ANNEXURE – A-8
EXPERIENCE RECORD

The bidder shall furnish details of work orders for similar nature for construction of substations received during the last three years & already completed or under execution.

SL. No.	Work order/ No. & date	Name & Address of order issuing Authority	Value of contract	Scheduled date of completion of work	slippage (if any)	Remarks

Date
Place

SIGNATURE OF TENDERER
NAME
DESIGNATION WITH
SEAL

ANNEXURE – A-9

DEVIATION FROM TECHNICAL SPECIFICATION/CONDITIONS

Tender shall enter below particulars of his alternative proposals for deviation from the specification, if any. If a bidder has quoted „NIL“ deviations in the bid, this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid and no correspondence will be made to withdraw such specific contradictory conditions

SL. No.	Clause No. of Specification	Particulars of deviation	Remarks

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

ANNEXURE A-10

DEVIATION FROM THE COMMERCIAL CONDITION OF CONTRACT

The bidder shall enter below, departure if any, from the conditions of contract as herein. If a bidder has quoted „NIL“ deviations in the bid, this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid and no correspondence will be made to withdraw such specific contradictory conditions

SL. No.	Clause No. of Specification	Particulars of deviation	Remarks

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

ANNEXURE A-11
COMPLETION SCHEDULE FOR SUB-STATION

We hereby declare that following work completion schedule shall be followed by us in execution of the subject project for the period commencing from the date of handing over of site to us:

S.No	DESCRIPTION OF WORK	Period in <u>months</u> from date of handing over of site		Dates calendar month-wise	
		Commencement	Completion	From	To
<u>FOR EHV SUB-STATION</u>					
1.	Erection of equipments in switch yard				
2.	Testing & Commissioning of equipments etc.				

NOTE:- Bar chart showing the commencement and completion of various activities indicated above for completion of substation shall be furnished alongwith this schedule with the bid.

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

ANNEXURE – A-12
LITIGATION HISTORY OF THE BIDDER

(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)

Name of the bidder:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the bidder or any partner of JV may result in rejection.

Year	Name of client, cause of litigation/ arbitration and matter in dispute	Details of contract and date	Award for or against bidder	Disputed amount (current value in ₹.)
1				
2				
3				
4				
5				

Date

Place

SIGNATURE OF
 BIDDER
 NAME
 DESIGNATION
 (SEAL)

ANNEXURE – A -13.**CURRENT CONTRACT COMMITMENTS**

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
S. No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Work [Rs.]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Rs.]
1					
2					
3					
4					
5					

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

ANNEXURE – A -14
PROFORMA FOR AGREEMENT

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

This Agreement is made this _____ day of _____ between Shri _____ on behalf of the Contractor _____ (hereinafter called the Contractor which expression shall where the context so admits, be deemed to include his heirs, executors, administrators and representatives) of the one part, and the Chhattisgarh State Power Transmission Company Limited, Bilaspur being the Company constituted under Companies Act, 1956, (hereinafter called the CSPTCL which expression shall, where the context so admits, be deemed to include its successors in office and permitted assigns) of the other part.

WHEREAS in accordance with a Tender No. _____ dtd. _____ issued by ED (S/s:O&M) of the CSPTCL Bilaspur, the Contractor submitted his tender dated _____ for

RENOVATION OF 132 KV (OLD 100 MW) KORBA ON LABOUR CONTRACT BASIS

All these works on turnkey basis more particularly described, mentioned, enumerated or referred to in the general conditions, specifications, schedules, drawings etc. forming part of tender, covering letters, schedule of prices and further correspondence, a copy of which is hereto annexed and is for purposes of identification signed by the contractor _____ on behalf of the contractor and ED (S/s:O&M) of the CSPTCL Bilaspur and all of which shall be deemed to form part of this agreement as though separately set out herein and are included in the expression “Contract” herein used (herein after referred to as the said works).

AND WHEREAS CSPTCL has accepted the tender of the Contractor vide following work Order which have been placed by CSPTCL for construction of aforesaid works on turnkey basis for the total net price of _____ upon the terms and subject to the condition hereinafter mentioned.

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

1. The contractor shall undertake following works :
 - (i) Erection, testing & commissioning of all the equipment of the substation as detailed in the respective order within the time specified in and in accordance with the terms and conditions specified in the CSPTCL aforesaid Work Orders.
2. The contractor shall commence the work described in the Notice Inviting Tender No. 02-17/PUR/TR-152/....., dated, namely, the **renovation of 132 KV (old 100 MW Korba on labour contract basis** and thereafter execute the work in accordance with the completion schedule submitted in the format set out in **Annexure A-11 of Section III**, Volume-I of the Tender Specifications No. TR-----, read with the PERT

Network / Bar Chart submitted in accordance with clause 3 of the General Conditions of Contract. The Works shall be completed by the contractor on turnkey basis not later than **Four (04) months** from the date the contractor is handed over the site for construction of the Sub-station. In the event the contractor fails to undertake the works in accordance with the Schedule, the contractor may be liable for penalty at the discretion of CSPTCL in accordance with the terms of clause 07 of the General Conditions of

Contract

3. In the event of a conflict or contradiction between: (a) any provision(s) in this agreement and any provision(s) in the Tender Specifications No. TR-152, i.e. the tender document, the provision(s) of this agreement shall prevail to the extent of such conflict, and (b) two or more provisions in the tender document, the provision(s) laying down more stringent obligations on the contractor shall prevail."
4. For the work done under the scope of the CSPTCL Work Orders referred above, the CSPTCL shall pay to the Contractor a total sum of ₹. _____ (In words ₹ _____) or such other sum as may become payable in accordance with the said work order.
5. If at any time, any question, dispute or difference whatsoever arises between CSPTCL and the contractor upon, in relation with or in connection with this contract either party may forthwith give the other party a notice in writing of the existence of such question, dispute or difference and same shall be referred to the adjudication of three Arbitrators one to be nominated by CSPTCL, the other by the Contractor and third to be appointed by the two Arbitrators nominated by the parties at the commencement of arbitration proceedings and failing agreement between them, in accordance with the Arbitration and Conciliation Act 1996, the third Arbitrator so appointed shall act as the Presiding Arbitrator. The award so passed shall be binding on both the parties. The place of arbitration shall strictly be RAIPUR CG.
6. In all matters arising under out of or in relation with this agreement, the terms and conditions contained in the aforesaid Work Orders shall apply and all such matters shall be determined accordingly.
7. 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 subject to jurisdiction of competent court situated only at Raipur in Chhattisgarh State.

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

Signature of Witness:

1. Signature: _____

Address: _____

Name & Signature for Contractor

Signature

(On behalf of the Contractor) Name

Name: _____

Signature: _____

Address: _____

Designation: _____

Seal _____

Signature of Witnesses:

1. _____

2. _____

Signature

(On behalf of CSPTCL)

Name: _____

Designation _____

ANNEXURE – A- 15**PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT**

**(To be executed on non-judicial stamp paper of ₹. 250/-
and Revenue stamp may be affixed on Bank
Guarantee)**

Bank Guarantee No..... Dated.....

In consideration of the Chhattisgarh State Power Transmission Company Limited, 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. _____ (herein after 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 Company Limited or any officer authorized by it in this behalf of any amount up to and not exceeding

₹.....(in words)

Only to the said Chhattisgarh State Power Transmission Company Limited on behalf of the aforesaid M/s. _____ who have tendered and contracted for the supply of materials, equipments or services to the said the Chhattisgarh State Transmission Company Ltd, against order No..... dated..... For the order value of

Rs.....

The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of erstwhile CSEB Raipur). The proceeds / encashment of this Bank Guarantee would go in the name of Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of erstwhile CSEB Raipur).

This agreement should be valid and binding on this bank up to and including _____ 20__ or for such further period as may here under be mutually fixed from time to time in writing by the Chhattisgarh State Transmission Company Ltd. And the contractor shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of Contractors or by any others reasons whatsoever and the Banker’s liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed to with or without the Bank knowledge or consent by or between the Chhattisgarh State Transmission Company Ltd. and contractor in the existing contract. It is agreed by the Bank with the CSPTCL that if for any reason a dispute arises concerning the Bank’s liability to pay the requisite amount to the 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 ₹..... (in words)only. This guarantee shall remain in force until

dtd....., unless a demand to enforce a claim under the guarantee is made by CSPTCL to the Bank upto dtd..... the rights of the CSPTCL under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.

WITNESSES:-

SIGNATURE

- 1.
- 2.

Authorized Signatories of Bank
 Signed. _____
 for _____ Bank

ANNEXURE – A- 16**PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE**

(To be executed on non-judicial stamp paper of ₹. 250/- and Revenue stamp may be affixed on Bank Guarantee)

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

In consideration of the Chhattisgarh State Power Transmission Company Limited, 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. _____ (herein after 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 Company

Limited or any officer authorized by it in this behalf of any amount upto and not exceeding

₹.....(in words)

..... only to the said Chhattisgarh State Power Transmission

Company Limited on behalf of the aforesaid M/s

who have tendered and contracted for the supply of materials, equipments or services to the said the Chhattisgarh State

Transmission Company Ltd, against order No..... dated.....

For the order value of

₹.....

The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of erstwhile CSEB Raipur). The proceeds / encashment of this Bank Guarantee would go in the name of Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of erstwhile CSEB Raipur).

This agreement should be valid and binding on this bank upto and including _____ 20____ of for such further period as may hereunder be mutually fixed from time to time in writing by the Chhattisgarh State Transmission Company Ltd. And the contractor and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of Contractors or by any others reasons whatsoever and the Banker’s liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed to with or without the Bank knowledge or consent by or between the Chhattisgarh State Transmission Company Ltd. and contractor in the existing contract.

It is agreed by the Bank with the CSPTCL that if for any reason a dispute arises concerning the Bank’s liability to pay the requisite amount to the 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..... (in words)only. This guarantee shall remain in force until dtd....., unless a demand to enforce a claim under the guarantee is made by CSPTCL to the Bank upto dtd..... the rights of the CSPTCL under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under

WITNESSES:-

SIGNATURE

- 1.
- 2.

Authorized Signatories of Bank

Signed. _ _ _ _ _

for _ _ _ _ _ Bank

ANNEXURE – A- 17**PROFORMA FOR BANK GUARANTEE FOR LOSS/DAMAGE TO CSPTCL**

NOTE FOR BIDDERS: (Not to be typed in the Bank Guarantee) To be furnished in non-judicial stamp paper of ₹. 250 applicable as per MP/ Chhattisgarh Duty Act from any Nationalised /Scheduled Bank with a revenue stamp worth Rs.1/- affixed thereon).

In consideration of the Chhattisgarh State Power Transmission Company Limited, (herein after called “CSPTCL”) having agreed to exempt Ms. _____ (herein after called “the said Contractors”) from the demand under the terms and conditions of an agreement No. _____ Dated _____ made between _____ And _____ for _____ (herein after called “the said agreement”) of security deposit for satisfactory performance of materials (as detailed in the said agreement) and for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for ₹ _____ (₹. _____

Only).

1. We _____ Bank (herein after referred to as “the Bank”) at the request of _____ contractor(s) do hereby undertake unequivocally and unconditionally to pay to CSPTCL, an amount not exceeding ₹. _____ (₹. _____ Only) against any loss or damage caused to or suffered or would be caused to or suffered or would be caused to or suffered by CSPTCL by reason of any breach by the said Contractors(s) of any of the terms or conditions contained in the said agreement.
2. We _____ (indicate the name of the bank) Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from CSPTCL stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by CSPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the Contractor(s).
3. We, the _____ (indicate the name of the bank) do hereby further undertake unequivocally and unconditionally pay the amount due and payable under this Guarantee without demure, merely on demand from CSPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by CSPTCL by reason of each breach by the said Contractor(s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. _____.
4. We, the _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of _____ days _____ and it shall continue to be so enforceable till all the dues of the CSPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Chief Engineer (P&P),

CSPTCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this discharges from all liability under this guarantee thereafter.

5. We, the _____ (indicate the name of the bank) further agree with the CSPTCL that CSPTCL shall have be fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by CSPTCL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postpone or extension being granted to the said Contractor or for any forbearance, act or omission on the part of CSPTCL or any indulgence by CSPTCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of erstwhile CSEB Raipur). The proceeds / encashment of this Bank Guarantee would go in the name of Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor company of erstwhile CSEB Raipur).
7. It is agreed to by the Bank with the CSPTCL that if for any reason a dispute arises concerning the Bank Liability to pay the requisite amount to the 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. The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of erstwhile CSEB Raipur).
8. We, the _____ (indicate the name of the bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of CSPTCL in writing.

Dated, the _____ days of _____.

WITNESS (SIGNATURE WITH NAME & ADDRESS)

1.

2.

For _____
(Indicate name of Bank)

ANNEXURE – A- 18**PROFORMA FOR DEED OF EXTENSION OF BANK GUARANTEE**
(To be executed on N.J. Stamp ₹. 250/- + One Revenue Stamp worth ₹. 1/-)

Extension Deed No _____
Date _____ B.G. No. _____ Date _____

C.S. Power Transmission Company Ltd.

Sub: - The Extension of Bank Guarantee No. _____ Dated _____ for the
₹ _____ Favours yourself expiring on _____.

- i. At the request of our client M/s _____ we
hereby extend our Guarantee No. _____ dtd. _____ given on their
behalf for the further period from _____ to _____.
- ii. The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power
Transmission Company Ltd (A Successor Company of erstwhile CSEB).
- iii. Our liability under this guarantee is restricted to ₹ _____ (₹
_____). This guarantee shall remain in force up to
_____. Unless a demand to enforce a claim is made
under this Bank Guarantee by the CSPTCL to the Bank within six months from the
date i.e. up to _____ the rights of the CSPTCL under this
guarantee shall be forfeited and the Bank shall be relieved and discharged from all
liability hereunder.

Witness:-

Signed for Bank

1)

2)

ANNEXURE – A-19**PROFORMA FOR UNDERTAKING BY THE JOINT VENTURE PARTNERS**

(To be executed on Non-Judicial Stamp Paper worth ₹. 100.00 & ₹. 1.00 revenue stamps)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of

..... and having its Registered Office at(hereinafter called the “Lead Partner” which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws ofand having its Registered Office at (hereinafter called the “Other partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the “Contract” {in case of award}] against the Specification No **TR-152** for (Renovation of 132 KV (OLD 100 MW) Korba on labour contract basis) of C.S. Power Transmission Co. Ltd, a Company incorporated under the Companies Act of 1956 having its registered office at Dangania, Raipur (hereinafter called the “CSPTCL”).

AND WHEREAS CSPTCL invited bids as per the above mentioned Specification for construction of stipulated in the bidding documents under Specification No **TR-152**(Renovation of 132 KV (OLD 100 MW) Korba on labour contract basis)

AND WHEREAS Qualification Criteria of the specification stipulates that an Undertaking of not more than two firms as partners, meeting the requirements of Qualification Criteria, as applicable may bid, provided, the Joint Venture fulfils all other requirements of Qualification Criteria and in such a case, the Bid Forms shall be signed by both the partners so as to legally bind the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to CSPTCL vide proposal No.....dated by the “Lead Partner” based on this Undertaking between both parties; under these presents and the bid in accordance with the requirements of Tender specification & Qualification Criteria has been signed by both the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the CSPTCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... shall act as “Lead Partner” and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the CSPTCL for the successful performance of the Contract and shall be fully responsible for the design, supply, erection, testing, commissioning and successful performance of the project in accordance with the Contract.
2. In case of any breach or default of the said Contract by the Lead Partner of the Joint Venture, the other partner do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the CSPTCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment/ material in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the CSPTCL, on its demand without any demur. It shall not be necessary or obligatory for the CSPTCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), CSPTCL can proceed against other partner who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the CSPTCL.
4. The financial liability of the Parties of this Deed of Undertaking to the CSPTCL, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Partners of this Deed of Undertaking.
5. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
6. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
7. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the CSPTCL in the currency/currencies of the Contract.
8. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the CSPTCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Seal of
has been affixed in my/our
M/s presence pursuant to Board of
Director’s Resolution dated
Name
Designation
Signature

For “Lead Partner”
For and on behalf of
.....
(Signature of the authorized
Representative)

WITNESS :

I.....

II.

Seal of
Partner” has been affixed in my/ our
behalf of presence pursuant to Board of
M/s.....
Director’s Resolution dated
Name
Designation
Signature

For “other
For and on

(Signature of the authorized
representative)

WITNESS :

I.....

II.

Note :

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Undertaking.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

ANNEXURE –A-20**PROFORMA FOR POWER OF ATTORNEY FOR JOINT VENTURE**

(To be executed on Non-Judicial Stamp Paper worth ₹. 100.00 & ₹.1.00 revenue stamps)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder

..... have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the "Lead Partner" do hereby constitute, nominate and appoint M/s.....(*Lead Partner*) a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No **TR-152** the bids for which have been invited by ED (S/s:O&M), Tifra, Bilaspur of C.S. Power Transmission Co. Ltd. (CSPTCL) to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the CSPTCL on behalf of the "Joint Venture".
- ii) To negotiate with the CSPTCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the CSPTCL for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Lead Partner shall ensure timely execution of the Contract. In case of any breach of contract by any of the joint venture/consortium partners during execution of the contract, it will be the sole discretion of CSPTCL to allow the other partner to complete the work or to terminate the total contract.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Maintenance Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge/Lead Partner quotes in the bid, negotiates and signs the Contract with the CSPTCL and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

For and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there into in
the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2.

Signature.....

Name

.....
Designation

.....
Occupation

.....

Note:

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Agreement.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

ANNEXURE-A-21**PRE-CONTRACT INTEGRITY PACT***(To be executed on non-judicial stamp paper worth ₹ 300/-)***1. GENERAL**

- 1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month20..., between the CSPTCL acting through Shri.....ED (S/s: O&M) Bilaspur (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s. represented by Shri.....Executive Director (S/s:O&M) CSPTCL, Bilaspur Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors on permitted assigns) and the Second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/ Public Company / Government undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a power company an undertaking of Govt. of CG, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

- 2.1 NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-
- 2.2 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.3 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting of implementation process related to contract.
- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to

any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CSPTCL.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or Pay Order in favour of RAO, CSPTCL Bilaspur.
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guarantee sum to the(BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sum paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term „close relative“ for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the

Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2.1. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. INDEPENDENT MONITORS

- 8.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The Monitor will submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this fact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the books of Account of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

11. OTHER LEGAL ACTIONS

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of any other law in force relating to any civil or criminal proceeding.

12. VALIDITY

12.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. If one or several provision of this pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intention.

13. The parties hereby sign this integrity Pact aton.....

BUYER BIDDER

Name of Officer

Destination Department/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1).....
.....

1)

2).....
.....

2)

ANNEXURE A-22**CHECK LIST**
(To be kept in Envelope-II)

S. No.	Items	Declaration (Strike-out whichever is not applicable)
1.	Duly & properly filled Questionnaire	Yes/No
2.	Self-attested copies of audited balance sheets and profit & loss account statement of sole bidder/each partner of JV for last 5 financial years (i.e., FY 2015-16 to FY 2019-20).	Yes/No
3.	A Self-attested certificate issued by chartered accountant showing „Annual Turnover“ & „Net worth“ including assets and liability of the sole bidder/each partner of JV for the last five financial years (FY 2015-16, 2016-17,2017-18 & 2018-19,2019-20)	Yes/No
4.	A Self-attested certificate in original of Chartered Account (in original) indicating details (breakup) of available „Liquid assets“ (LA) for sole bidder/each partner of JV. Such certificate should have been issued not earlier than 3 months prior to the date of bid opening	Yes/No
5.	Evidence of access to or availability of credit/facilities	Yes/No
6.	Certificate issued by Chartered Accountant <i>(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)</i>	Yes/No
7.	Declaration by the bidder <i>(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV(Separately)).</i>	Yes/No

8.	Self-attested detailed order copy along with annexures containing BOQ/ scope of work in support of technical experience criteria of PQR for having constructed & commissioned 1 (one) No. 132KV OR110KV (or above voltage class) Sub-station of at-least two voltage level on turn -key basis or the contractor has completed the overhauling of EHV transformers, construction of additional 220KV/132KV/33KV feeder bays, construction of structures and erection of equipments in all respects of EHV sub-station. (with or without supply of power transformer) during last 5 years (between 1st Apl'2015 & 31st March'2020) <i>against order issued by Power utilities owned and controlled by Central or State Govt. or PSUs or Govt. organizations. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender.</i>	Yes/No
9.	Self-attested copy of Performance certificate for successful commissioning & satisfactory operation of above mentioned Sub-station for a period of atleast one year (from the date of commissioning) indicating date of commencement of work and its commissioning (constructed by sole bidder / any of the partners) as on date of NIT of the instant tender.	Yes/No
10.	Copy of Valid „A“ class Electrical Contractor License issued by CG anugyapan Mandal/ CG state licensing board in the name of sole bidder / lead partner of the joint venture/ consortium or an undertaking to submit „A“ class electrical contractor license issued by C.G. Anugyapan Mandal / CG State licensing Board within 30 days after issue of LOA, by the sole bidder or lead partner of the JV/consortium.	Yes/No
11.	Copy of EPF code number/ EPF registration No. allotted by EPF Commissioner in the name of the sole bidder / Lead partner of the JV.	Yes/No
12.	Pre-contract Integrity pact in prescribed format	Yes/No
14.	Deviation from the commercial condition of contract	Yes/No
15.	Undertaking by the Joint Venture Partners	Yes/No
16.	Power of Attorney for Joint Venture	Yes/No
17.	Undertaking for Personnel Capabilities <i>(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)(Separately)</i>	Yes/No
18.	Undertaking for Equipment Capabilities <i>(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV)(Separately)</i>	Yes/No

19.	Power of attorney issued to legally authorised signatory	Yes/No
20.	Litigation History of the Bidder <i>(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV(Separately))</i>	Yes/No

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

ANNEXURE – A-23**CERTIFICATE ISSUED BY CHARTERED ACCOUNTANT**

(To be furnished for Sole bidder/Lead Partner as well as other Partner of JV in original)

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

Name of the bidder (Sole bidder/JV partners):

- 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 **31.07.2021** 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/ lending 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, it comes to the notice of CSPTCL that the sole bidder/ any partner of JV has been going through the process of insolvency or liquidation, their bid will be rejected.

Date

SIGNATURE OF CHARTERED
ACCOUNTANT

Place

NAME
(SEAL)

ANNEXURE – A-24
DECLARATION BY THE BIDDER

(To be furnished by Sole bidder/Lead Partner as well as other Partner of JV Separately)

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

Name of the bidder (Sole bidder/JV partners):

- 1) (Name of the bidder) M/sis not debarred/ blacklisted by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/ public utility as on date of issue of NIT.
- 2) 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 relavent provisions of the tender.

Date
Place

SIGNATURE OF BIDDER
NAME
DESIGNATION
(SEAL)

SECTION-IV
PRICE BID ANNEXURE – B
Renovation of 132KV S/s (Old 100MW) Korba
(Rates of individual items shall be quoted; rate in lot shall not be acceptable)

Sl. No.	Particular	Unit	Quantity	Unit rate	GST@ 18% on unit rate on Sl.No.5	Total Unit Rate = 5+6	Total Amount = Sl. No.4 x Sl.No.7
1	2	3	4	5	6	7	8
132 KV Side							
1	Erection of Potential Transformer having ratio 132KV/110V	No.	06				
2	Erection of control & relay panel for 3 phase feeder	No.	08				
3	Erection of control & relay panel for 40MVA X-mer	No.	02				
4	Erection of control & relay panel for T.B.	No.	01				
5	Erection of 132 KV CC	No.	06				
6	Erection of 132 KV Wave Trap	No.	16				
33 KV Side							
7	Erection of isolators including insulators without earth switch	No.	13				
8	Erection of 33/0.4 KV, 200KVA Station Transformer (with oil & accessories) with 33 KV D.O. Fuse Set	No.	01				
9	Erection of 33KV Transformer control & relay panel	No.	02				
10	Erection of 33KV feeder control & relay panel	No.	10				
11	Erection of 33KV C&R Panel for transfer bus	No.	02				
12	Erection of 33KV Current Transformer 800-400/1-1-1-1A	No.	09				
13	Erection of 33KV Current Transformer 400-200/1-1-1-1A	No.	30				
14	Erection of 33KV VCB	No.	01				

15	Erection of 33KV LA	No.	15				
16	Erection of main AC Distribution board	No.	02				
17	Erection of main DC Distribution board	No.	02				
18	Erection of DC board 48 volts	No.	01				
19	Erection of CT/PT junction box	No.	24				
20	Erection of X-mer LT Distribution board (LS)	No.	01				
21	Erection of 220V DC Battery	No.	01				
22	Erection of 220V DC Battery charger	No.	01				
23	Erection of 48V Battery	No.	01				
24	Erection of 48V Battery charger	No.	01				
Earthing installation							
25	25mm x 2500mm long MS rods, earth electrodes installation directly driven into earth including excavation as required & welding to earth conductors.	No.	70				
26	Providing steel risers including welding to the earth mat at one end bolting to the structures at the other end for 65x8 mm flats.	Mtr.	250				
27	Preparation of earthing pits size 1.5x1.5+3 mtrs. deep. As per Board's drag. No. I-II-08-7748 which includes excavation (irrespective of type of soil encountered) embedding of 4 nos. GI pipes of sizes 40mm dia 3 mtrs. long back filling with B.C. soil free from boulders & harmful mixtures. These GI pipes are to be welded with MS flats by making main frame and cutting of pipes as also making holes in the pipes for water seepage. The earth pits is to be connected with earth mesh of MS flats.	No.	12				

Cable installation						
Laying of cables on racks/cable trays/angle support overhead racks, conduits including dressing of cables with accessories for copper						
28	2C, 2.5sq.mm	Mtr.	2500			
29	4C, 2.5sq.mm	Mtr.	25000			
30	12C, 2.5sq.mm	Mtr.	11500			
31	19C, 2.5sq.mm	Mtr.	2500			
32	8C, 2.5sq.mm	Mtr.	7000			
33	4C, 10sq.mm Cu	Mtr.	250			
34	4C, 16sq.mm Al	Mtr.	250			
35	4C, 4sq.mm	Mtr.	1000			
36	Power cable 3.5C, 95sq.mm	Mtr.	500			
37	Power cable, 3.5C, 300sq.mm Al	Mtr.	50			
38	Co-axial cable	Mtr.	3000			
Cable terminations including fixing of cable glands, lugs etc. for each type of control/power cables						
39	2C, 2.5sq.mm	Mtr.	4000			
40	4C, 2.5sq.mm					
41	12C, 2.5sq.mm					
42	19C, 2.5sq.mm					
43	8C, 2.5sq.mm					
Armed Cu/Al Power cable						
44	4C, 10sq.mm Cu	Mtr.	50			
45	4C, 16sq.mm Al	No.	50			

46	Power cable 3.5C, 95sq.mm	No.	16				
47	Power cable, 3.5C, 300sq.mm Al	No.	08				
48	Co-axial cable	Mtr.	100				
Testing & Commissioning charges							
49	132KV PT – 3V 04	No.	06				
50	33KV CT	No.	39				
51	Station Transformer 33/0.4KV 200 KVA	No.	01				
52	Control & Relay panel for 132KV Transformer/feeder/Bus coupler/ Bus Bar	No.	11				
53	Control & Relay panel for 33KV Transformer/feeder/Bus coupler/ Capacitor bank	No.	14				
54	33KV isolator	No.	13				
55	33KV VCB	No.	01				
56	33KV LA	No.	15				
57	Battery 220V, 600AH	No.	01				
58	Battery 48V, 300AH	No.	01				
59	Battery charger 220V, 600AH	No.	01				
60	Battery charger 48V, 300AH	No.	01				
61	132KV CC	No.	06				
62	132KV Wave trap	No.	16				
Other misc. work							
63	Dismantling of existing cable (if any)	Job	01				
64	Dismantling of 132KV PT	No.	06				
65	Dismantling of 33KV CT	No.	39				
	Installation of cable trays with fixing accessories on cable racks						

66	300mm wide	Mtr.	250				
67	200mm wide	Mtr.	350				
68	Preparation of Mesh earthing etc. miscellaneous & unforeseen items	Job	01				

Signature of bidder

Note 01. Please indicate Unit rate and GST in respective columns

02. Cess under B & OCWA:- Applicable cess @ 1% shall be deducted from each bill.