

CHHATTISGARH STATE POWER TRANSMISSION Co.Ltd

[A Government of Chhattisgarh Undertaking]

O/o Executive Director (S/s-O&M)

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

Website-www.cspc.co.in, E-Mail-www.CE.TnC@cspc.co.in, Phone-0771-2574256, Fax No.-0771-2574267

TENDER SPECIFICATION NO: P-1621/2435 dtd. 18.02.2020

**Tender for awarding labour contract for overhauling of 33 KV class BHEL
make Vaccum Circuit Breaker at various EHV substations under ED(S/S-O&M)
CSPTCL, Raipur.**

LAST DATE OF SALE OF TENDER	11.03.2020	17.00 Hrs.
LAST DATE OF SUBMISSION OF TENDER	12.03.2020	14.00 Hrs.
DATE & TIME OF OPENING OF TENDER (TECHNO-COMMERCIAL)	12.03.2020	14:30 Hrs.

PRICE: Rs 1120/-

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

ISSUED to M/s -----

Cost of Tender documents Rs.....

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

Name of Bank -----

Signature & Seal of Issuing Authority

TENDER FORM

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

It is confirmed that:

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

Dated, thisday of20....

Bidder's signature -----

Name & Address -----

Company Seal -----

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

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No. 02-07/Tender/P-1621/2435

Raipur, Dt. 18.02.2020

NOTICE INVITING TENDER

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

No.	Tender No.	Description of work	EMD (Rs.)	Cost of tender form (Rs.)	Date of opening
1	P-1621	Awarding labour contract for overhauling of 33 KV class BHEL make Vaccum Circuit Breaker at various EHV substations under ED(S/S-O&M) CSPTCL, Raipur.	Rs.20,000/-	1120/-	12.03.2020 14:30 Hrs.

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

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

TERMS AND CONDITIONS:-

- The tender document can be obtained from the office of the ED (S/S-O&M) in person on payment of cost of tender documents in the form of DD only made out in the name of Manager (RAO-H.Q) CSPTCL, Raipur accompanied with firm's application on its letter head. If tender document is required by post, Rs. 250/- is to be paid by DD 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 regarding receipt/non-receipt of tender documents.
- Tender documents and the detailed specification could be issued on any working day up to 17:00 hrs. on one day before the due date. The tenders, duly filled, shall be dropped in tender box up to 14:00 hrs. on the due date.
- The Company reserves the right to accept or reject any or all the offers in part or full without assigning any reason whatsoever.
- The tender document can also be downloaded from official web site of CSPTCL www.cspc.co.in and required tender fee can be submitted along with bid in the form of D.D. in the name of Manager (RAO H.Q.) CSPTCL Raipur

Executive Director (S/s-O&M)
CSPTCL, Raipur

SECTION – I

INSTRUCTION TO THE BIDDERS

- 1.1 Sealed offers are invited by the EXECUTIVE DIRECTOR (S/S-O&M), C.G. State Power Transmission Co. Ltd, Dagoniya, Raipur – 492013, for awarding labour contract for overhauling of 33 KV class BHEL make Vaccum Circuit Breaker at various EHV substations under ED(S/S-O&M) CSPTCL, Raipur.
- 1.2 The tenders duly filled in shall be dropped/get dropped in the specified tender box up to 14:00 Hrs. on or before the due date. Any other means of delivery shall not be accepted. No receipt of tender shall be issued in any case. The due date of submission of tender is 12.03.2020 till 14.00 Hrs. and date of opening of tender is 12.03.2020 at 14:30 hrs in the O/O EXECUTIVE DIRECTOR (S/S-O&M) CSPTCL, Raipur. Tender box shall be sealed at 14.00 Hrs on 12.03.2020 and in no case tenders shall be allowed to be dropped after 14.00 Hrs.
- 1.3 **PRE-BID QUALIFICATIONS/ REQUIREMENTS:-**
- i. The bidder should have executed atleast one job work of over-hauling of 33 KV or above class breakers during last five years in any state/central govt. power utility/ generating company. In support of experience copies of order issued by competent authority should be furnished along with satisfactory performance of one year of the same work.

Orders of dismantling, erection and testing without overhauling shall not be considered.
 - ii. The contractor should have valid A-Class Electrical License issued by competent authority of C.G. Govt. and should be submitted along with the offer.
 - iii. The expected financial commitment involved in the proposed tender is Rs.20 lakh. Therefore, the Bidder must have Minimum Average Annual Turnover (MAAT) for best 3 years out of last 5 years i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19 equal to Rs. 6,00,000/- (Six Lakh Rupees Only).
 - iv. Bidder should have EPF Code Number allotted by EPF Commissioner along with the offer.
 - v. Bidder must have ES insurance registration/license. Bidder should submit self attested copy of ES insurance registration.

Note:- Bidders must enclose the documents in support of pre-bid qualifying conditions without which the tender will summarily be rejected. No additional documents will be allowed after bid submission and no correspondence in this regard will be made/ entertained. Therefore bidder must ensure submission of relevant documents in support of pre-bid qualifying requirement along with bid itself.

1.4 **SCOPE OF WORK**

The following activities shall be carried out on BHEL make 33 KV Class Vaccum Circuit Breakers as part of overhauling schedule.

- i. Application of sealant at metal joint & around the porcelain cement in such a manner that moisture ingress is totally stopped.
- ii. Checking all cable connections of drive housing, control cubicle. If found inappropriate, then the same shall be corrected & if needed glands and lugs shall be replaced. Glands and lugs will be provided by CSPTCL.
- iii. Checking of the top & bottom insulators. Proper cleaning from inside & outside is to be ensured. If found defective the same shall be replaced.

- iv. Checking of overall condition of breaker poles externally, connectors, breaker control cubicle & rectification of discrepancy thereof if any.
- v. Checking of moving parts of mechanism & proper alignment/setting thereof.
- vi. Lubrication of moving parts of mechanism.
- vii. Checking & tightening of fastening bolts and screws of circuit breaker and base frame.
- viii. Checking manual and electrical operations on local mode.
- ix. **Replacement of all gaskets/O-rings of circuit breaker.**
- x. Checking of auxiliary & limit switches & replacement thereof if needed.

Note:- Gaskets, insulators & sealants shall be provided by CSPTCL.

- 1.5 The Following tests shall be carried out. For these tests CSPTCL shall arrange measuring instruments & value shall be taken in presence & under guidance of CSPTCL representative.
- i. IR value measurement.
 - ii. Closing and opening timing of circuit breaker.
 - iii. Contact resistance measurement (Static)
 - iv. Dynamic contact resistance measurement (DCRM), if required.

Note :- Basic purpose for instant overhauling is to arrest the ingress of moisture through joints of breaker, therefore the sealant shall be applied very carefully and properly so that ingress of moisture is stopped totally. No compromise in workmanship with respect to sealant application shall be allowed.

1.6 **QUANTUM OF WORK:**

The instant job work of overhauling of 100 No. breakers installed at various EHV substations situated under jurisdiction of ED(S/S-O&M) CSPTCL, Raipur.

1.7 **SPLIT OF WORK:**

The quantity of job work shall be distributed between L-1 & L-2 bidder in 60:40 ratio. The L-2 bidder shall be offered 40% quantity on the rates of L-1 on counter offer basis. In case of non acceptance of offer by L-2 bidder the whole quantity shall be offered to the L-1 bidder.

During execution of work if the overhauling job is found not up to the mark/satisfaction of CSPTCL the order shall be terminated immediately irrespective of completion of work.

In case the work is distributed between two bidders and during execution performance of one bidder is not found satisfactory then the order placed on him shall be terminated and work shall be entrusted to other bidder. In case work of both contractors is found to be unsatisfactory during execution, the whole order shall be terminated at CSPTCL's option.

1.8 **COMPLETION PERIOD:-**

- (a) The work should be completed within 04 months from date of order, if the whole work is allotted to L-1 bidder only. He should deploy sufficient gangs so that work is completed within time frame. However, in case CSPTCL does not allow shutdown due to load condition, the time extension shall be considered at option of CSPTCL. The overhauling of individual breaker should be completed in maximum 02 (two) days after handing over of breaker along with bay .In case the contractor fails to complete the individual overhauling within 02 days a separate penalty of Rs.500/- per day shall be imposed apart from operating penalty clause & punitive action thereof. Also in case overhauling is not completed of individual breaker in maximum 02 (two) days, CSPTCL at its option will take appropriate action for restoring the supply at the risk & cost of contractor.
- (b) In case quantity is distributed in 60:40 ratio between two bidders then the work completion period for L-1 & L-2 bidder shall be 03 months & 02 months respectively from date of order.

1.9 **EARNEST MONEY:**

- (i) The bidder will submit EMD amounting Rs.20, 000/- in the form of DD in favour of Manager, (RAO-HQ), CSPTCL Raipur.
- (ii) No interest will be paid on EMD amount, which will be returned to bidders after finalization of tender.
- (iii) Tender not accompanied by Earnest Money shall be disqualified.

1.10 **SUBMISSION OF TENDER**

Sealed Tenders are invited on three part basis, One envelope containing the E.M.D. clearly super-scribed “**Earnest money**” on Top. In case, the tender has been downloaded from CSPTCL’s official website, the cost of tender document in the form of MICR/DD in favour of Manager (RAO:HQ), CSPTCL, Raipur be submitted along with the tender in EMD envelope. In absence of same, the tender shall not be opened. Corrigendum of the tender will be published in website of CSPTCL.

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

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

1.11 **OPENING OF BID**

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

The offer shall be opened in the following manner:-

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

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

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

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

1.13 **PRICE BID**

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

- (i) Over-writing, erasures and other changes shall bear the dated initial of the person signing the tender.
- (ii) In the event of discrepancy or arithmetical error in the schedule of price, the unit price shall prevail and the total price shall be accordingly corrected by the CSPTCL. The above arithmetical correction shall be accepted but the decision of CSPTCL shall be final and binding on the bidder.
- (iii) For evaluation the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iv) The quoted price should be kept valid for the contractual period or completion of the overhauling work which ever is later. Bidders are requested to quote FIRM price exclusive of GST.
- (v) All columns shall be completely filled up properly and neatly.
- (vi) The validity of the offer must be 120 days from the date of opening of price bid.
No conditional price should be quoted.

1.14 **NON RESPONSIVE BID**

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

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

SECTION – II
GENERAL CONDITIONS OF CONTRACT

2.1 CONTRACT AGREEMENT AND SECURITY DEPOSIT

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

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

OR

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

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

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

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

2.2 MANNER OF EXECUTION

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

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

2.3 GUARANTEE PERIOD:-

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

2.4 **OFFICER –IN-CHARGE**

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

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

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

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

2.8 **POWER TO VARY OR OMIT WORKS**

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

2.9 **EXTENSION ORDER**

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

2.10 **SUSPENSION OF WORKS**

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

2.11 **RESPONSIBILITY OF CONTRACTOR**

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

2.12 **CONTRACTORS DEFAULT LIABILITY**

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

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

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

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

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

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

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

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

2.13 **REJECTION OF WORKS**

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

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

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

2.14 FORCE MAJEURE

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

2.15 TERMS OF PAYMENT:-

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

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

2.16 PENALTY FOR DELAY IN COMPLETION OF CONTRACT

- a. If the contractor fails to perform the work within the specified period given in the order or extension granted thereof, with respect of successful completion of work, the Contractor shall pay to CSPTCL as liquidated damages, a sum of half percent (0.5%) of the contract price of the uncompleted portion of work for each calendar week or part thereof of delay. However total penalty shall not exceed 10% (ten percent) of the contract price of total work (completed and uncompleted portion of work).
- b. The overhauling of individual breaker should be completed in maximum 02 (two) days after handing over of site .In case the contractor fails to complete the individual overhauling within 02 days a separate penalty of Rs.500/- per day shall be imposed apart from operating penalty clause & punitive action thereof. Also in case overhauling is not completed of individual breaker in maximum 02 (two) days, CSPTCL at its option will take appropriate action for restoring the supply at the risk & cost of contractor.
- c. The payment or deduction of penalty shall not relieve the contractor from obligations to complete the works, or from any of other obligations and liability under the contract.

2.17 EXTENSION OF TIME

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

2.18 NON-ASSIGNMENTS:

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

2.19 **CERTIFICATES NOT TO AFFECT RIGHTS OF CSPTCL:**

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

2.20 **ARBITRATION**

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

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

2.22 **ACCESS TO SITE AND WORK ON SITE:-**

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

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

2.23 **CORRESPONDENCE**

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

SECTION -III
COMMERCIAL TERMS AND CONDITIONS.

3.1 PRICES AND QUANTITIES

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

3.2 COMPLIANCE WITH REGULATIONS

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

3.3 TAXES & DUTIES ETC.

(i) GST :- applicable GST is 18%

(ii) Income Tax: - Income Tax will be deducted at source as per rules enforced.

3.4 RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME

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

3.5 TOOLS AND PLANTS TO BE ARRANGED BY THE CONTRACTOR:

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

3.6 IDLE / MOBILIZATION / DEMOBILIZATION CHARGES

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

3.7 MATERIALS TO BE ARRANGED BY THE CSPTCL: For overhauling work of 33 KV class circuit breakers, material will be provided by the CSPTCL.

3.8 INSURANCE FOR WORKMEN

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

3.9 DEVIATION FROM SPECIFICATIONS

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

3.10 **QUESTIONNAIRE**

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

3.11 **CHECK LIST**

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

SCHEDULE-I

SCHEDULE OF QUESTIONNAIRE – GENERAL INFORMATION

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

Separate sheets should be used, wherever necessary.

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

PLACE

SIGNATURE OF BIDDER

DATE

NAME IN FULL

DESIGNATION/STATUS IN THE COMPANY

COMPANY SEAL

SCHEDULE-II
PART – A
COMMERCIAL INFORMATION

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

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

1.	i)	Earnest Money details Bank draft / Banker's cheque / Cash with Manager. (RAO-H.Q.) CSPTCL, Raipur	
	ii)	Amount of E.M.D. (in Rupees)	
	iii)	D.D. No./Banker's cheque no.	
	iv)	Date of issue of above	
	v)	Issuing Bank / Drawn on Bank	
2.		Whether the offer is valid for 120 days from the date of opening of commercial / technical bid. (Agreed/DISAGREED). If not than state the validity period offered by the bidder	
3.		Any other tax if applicable, state the rate of tax, and whether it shall be borne by CSPTCL / Bidder	
4.		PAYMENT TERMS	
	i)	Whether C.S.PTCL's terms of payment is acceptable to the bidder (Agreed/DISAGREED)	
	ii)	(If no than state conditions)	
5.		PENALTY-CLAUSE : Whether agreeable to Trans Co. Penalty Clause (Agreed / DISAGREED)	
6.		SECURITY DEPOSIT: Whether agreeable to furnish Company's Standard Security Deposit @ 10% of one year's contract value (including GST/Cess etc. if any) for satisfactory execution of the order. (Agreed/DISAGREED)	
7.		Whether photocopy of the following documents:-	
	i)	Copy of balance sheet for last 5 years (FY 2014-15 to 2018-19) .	
	ii)	Profit & loss Account for last 5 years have been enclosed.	
	iii)	Minimum annual average turnover for best 3 year out of last 5 years (FY 2014-15 to 2018-19) equal to Rs.06 Lakh.	
8.		EXTENSION ORDER :- Whether you are agreeable to accept extension order at the same rates, terms and condition if any.	
11.		PART QUANTITIES: Please mention whether rates offered are applicable for part quantities (Agreed/DISAGREED)	

PLACE:

DATE:

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE-II

PART – B

SCHEDULE OF PAST EXPERIENCE

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

From:- Bidder’s Name & Address

To,

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

Dear Sir,

Sub:- Performance / Past Experience.

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

S. No.	Client’s Name & Address	Order No. & Date	Value of the order	Brief details of Past Order
1	2	3	4	5

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

UNDERTAKING

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

PLACE:

SIGNATURE OF BIDDER

DATE:

NAME IN FULL

DESIGNATION/STATUS IN THE COMPANY

COMPANY SEAL

SCHEDULE-II

PART – C

SCHEDULE OF COMMERCIAL DEVIATIONS

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

From :- Bidder’s Name & Address
To,

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

Dear Sir,

Sub:- Commercial Deviation

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

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

2. Except for aforesaid Commercial Deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variations / Deviations etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.
3. It will be discretion of CSPTCL either to consider any commercial deviation or Not while placing the order.

Note:-Continuation Sheet of like size & format may be used as per Bidder’s requirements and shall be annexed to this schedule.

PLACE:

SIGNATURE OF BIDDER

DATE:

NAME IN FULL

DESIGNATION/STATUS IN THE COMPANY

COMPANY SEAL

SCHEDULE-II

PART – D

SCHEDULE OF TECHNICAL DEVIATIONS

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

From :- Bidder's Name & Address

To,

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

Dear Sir,

Sub:- Technical Deviation.

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

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

2. Except for aforesaid Technical Deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variations / Deviations etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.
3. It will be discretion of CSPTCL either to consider any Technical Deviation or Not while placing the order.

Note:-Continuation Sheet of like size & format may be used as per Bidder's requirements and shall be annexed to this schedule.

PLACE:

SIGNATURE OF BIDDER

DATE:

NAME IN FULL

DESIGNATION/STATUS IN THE COMPANY

COMPANY

SCHEDULE – III

PRICE BID

Name of work:- Overhauling of 33 KV class BHEL make Vaccum Circuit Breaker at various EHV substation under ED(S/S-O&M) CSPTCL,Raipur.

Sl.	PARTICULARS	Unit Rate	QTY	TOTAL AMT. (in Rs)
1	2	3	4	5
i)	Overhauling of 1No. 33 KV class BHEL make Vaccum Circuit Breaker.	100 Nos.	
Total				
GST @ 18%				
Grand Total				
Grand Total in words – Rs.				

Date :

Signature:

Place :

Name:

Date :

Seal :

Note :-

1. The Rates will be FIRM during entire contractual period and no any other charges/duties other than mentioned above will be payable by CSPTCL.
2. The rates may be quoted inclusive of all taxes except GST.

ANNEXURE – I
AGREEMENT (PROFORMA)

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

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

WHEREAS in accordance with a notice No. dt issued by EXECUTIVE DIRECTOR (S/S-O&M) of the Company, the Contractor submitted his tender No.....dtdfor “for overhauling of 33 KV class BHEL make Vaccum Circuit Breaker at various EHV substations” under ED(S/S- O&M) CSPTCL, Raipur for year 2019-20 more particularly described, mentioned, enumerated or referred to in the General conditions, specifications, schedules, drawings form of tender covering letters, schedules of prices and further correspondence, a copy of which is hereto annexed and is for purposes of identification, signed by the Contractor Shri on behalf of the Contractor and EXECUTIVE DIRECTOR(S/S-O&M) of the Company 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, (hereinafter referred to as the said works):

AND WHEREAS the Company has accepted the tender of the Contractor vide Work Order No.dtd forfor the sum of Rs.
.....(In words Rupeesonly) upon the terms and subject to the condition hereinafter mentioned.

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

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

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

Signature of Witness:

1. Signature: _____

Address: _____

2. Signature: _____

Address: _____

Signature of Witnesses:

1. _____

2. _____

Name & Signature for Contractor

Signature (On behalf of the Contractor)

Name: _____

Designation: _____

Seal _____

Signature (On behalf of CSPTCL)

Name _____

Designation _____

ANNEXURE – II

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT.

NOTE FOR TENDERS : (Note to be typed in the Bank Guarantee) To be furnished in non-judicial stamp paper of Rs. 300 and Rs. 1/- revenue stamps applicable as per MP/Chhattisgarh duty Act from any Nationalized /Scheduled Bank.

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

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

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

This agreement should be valid and binding on this bank upto and including -----
-----2001 of for such further period as may hereunder be mutually fixed from time to time in writing by the Chhattisgarh State Power Transmission Co.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 Bankers 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 Power Transmission Co. Ltd and contractor in the existing and / or further tenders and / or contracts.

It is agreed to by the Bank with the CSPTCL that if for any reason a dispute arises concerning the Banks 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----- unless a demand to enforce a claim under the guarantee
is made under this Bank Guarantee by the CSPTCL to the Bank within six months from that
date the rights of the Chhattisgarh State Power Transmission Co.Ltd under this guarantee
shall be forfeited and Bank shall be relieved and discharged from all liability there under.

WITNESS

Signatures
Authorized signatories of Bank

1.----- Signed-----

2.-----for -----Bank

CHECK-LIST

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

Date
Place

Signature :
Name :
Status :
Seal of the Bidder :