

GENERAL TERMS & CONDITIONS
OF THE TENDER
AND
QUESTIONNAIRE

OFFICE OF THE EXECUTIVE DIRECTOR (S&P)
CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LIMITED
VIDYUT SEWA BHAWAN COMPLEX, DANGANIYA, RAIPUR – 492 013

PHONE-0771-2574976, 970, 968, 980

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A N N E X U R E - A

GENERAL INSTRUCTIONS TO THE BIDDERS /TENDERERS

(Important:- Nothing contained in this Annexure shall have effect in so far as it is inconsistent with any provision of the Annexure-I of the tender document)

1. GENERAL: Executive Director/Chief Engineer, on behalf of “The Chhattisgarh State Power Distribution Company Limited” (herein after referred to as “CSPDCL” or “Company”) will receive sealed tenders/bids for supply of materials/equipments or carry out work or both, in accordance with the attached specification for various places in Chhattisgarh.

2. BASIC QUALIFICATIONS OF BIDDERS: This bidding is open for **those** who fulfill Pre-Qualification Requirements laid down in Annexure-I and provide satisfactory evidences to that effect. Other requirements are given as hereunder:-

- a. That they do not anticipate change in the ownership during the proposed period of contract (if such a change is anticipated, the scope and effect there of shall be defined).
- b. That they have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignment (The bidders should submit at least two copies of their profit & loss account and balance sheet for the last two years including turnover).
- c. That they have adequate plant and manufacturing capacity available to perform the assignment properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the assignment under this specification) of the Bidder or his Principal. If the present commitments are that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment/material corresponding to this bid, then the details of alternative arrangement to be organized by the Bidder for this purpose shall be furnished.
- d. That they have established quality assurance systems and organizations designed to achieve high level of quality equipment and reliability during his manufacturing activities.

3. EARNEST MONEY:

i) No offer will be accepted without Earnest Money Deposit, unless exempted by the CSPDCL. If on opening of tender, it is revealed that EMD amount is inadequate/any other discrepancy is noticed, the tender shall be rejected and returned to the tenderer.

(ii) It is obligatory to submit offer for quantity of material / work as given in Annexure-I.

(iii) Amount to be deposited as Earnest Money is stipulated in Annexure-I of the tender.

iv) **The Earnest Money can be deposited in one of the following forms only:-**

- (a) In Cash to be deposited with Manager (CAU), CSPDCL, Raipur as per rule.
- (b) By Bank Draft in favour of Manager (CAU), CSPDCL, Raipur.

v) **The following are exempted from payment of Earnest Money Deposit:-**

- (a) SSI Units of Chhattisgarh Permanently registered with DIC/Ancillary units of CSPDCL. The registration should be permanent and should be specifically for the items quoted in the tender and valid on the date of opening of tender.
- (b) **Small Scale Units registered with NSIC:** In case of Small Scale Units permanently registered with NSIC, their registration certificates should be valid for the item of tender on due date of opening of commercial and technical bid entitled for exemption from EMD. (The renewal/amendment of certificate should not be more than 3 years old from the due date of opening of tender).
- (c) In case of Medium/Large Scale Manufacturing Units located in Chhattisgarh (other than SSI/Ancillary Units to CSPDCL and Govt. undertakings), the EMD shall be accepted @ 50% (Half) of the rates prescribed in Annexure-I. Here also, Permanent Registration is a must in respect of specified item against this tender.
- (d) Fully owned State Govt. Units, if 100% shares are held by the State Govt. concerned for which documentary evidence must be furnished with the offer/Central Govt. Manufacturing Units.

- (e) Tenderers having valid permanent EMD worth Rs. One Lakh with the CSPDCL shall not be/are exempted from submission of EMD amount. (such tenderers shall have to deposit balance amount towards EMD mentioned as per Annexure-I).
 - (f) The photocopy of the NSIC/SSI Registration Certificate for the tendered items duly attested by **G.M./Manager of Industries Department or Govt. Notary**, shall be furnished with the offer. In case of unattested copy, the original certificate should be produced at the time of tender opening for verification.
 - (g) All the SSI/NSIC units should quote/offer the material only to the extent, they are registered for respective items with the SSI/NSIC organization. The certificate should be valid and duly renewed as the case may be.
- vi) The tenderer who comes under above categories, should furnish documentary evidence with the offer, failing which his offer shall be rejected and returned.
- vii) In case, the tenderer withdraws his offer during the validity period or after placement of order, the EMD amount shall be forfeited.

viii) **Refund of Earnest Money to Unsuccessful bidders:-**

- (a) EMD shall be refunded to the unsuccessful bidders, as soon as possible after the tender has been decided. No interest shall be paid on EMD amount.
- (b) EMD of bidders on whom the order has been placed, shall be refunded on acceptance of Security Deposit as per Clause-15 of Annexure-B. No interest shall be paid on EMD amount.

4. TAXES AND DUTIES:

- a) **MODVAT:** Effect of MODVAT should be taken care of by the tenderer while quoting the prices. Tenderer should confirm it in his tender offer.
- b) Documentary evidence regarding applicability/exemption of Excise Duty and Sales Tax/VAT /Service Tax at the time of offer must be furnished with the offer.
- c) CSPDCL is a Registered Dealer under C.G. General Sales Tax and Central Sales Tax Act. It's Registration No. 100244067-S (State) is for C.G. Sales Tax and No. 10023552-C (Central) is for Central Sales Tax. Necessary Declaration form shall be furnished after receipt of material at destination. Any other applicable declaration form for concessional rate of Sales Tax/ Commercial Tax as may be in force shall be given only after the legal position is verified at our end.
- d) Excise duty, Sales tax/Commercial tax and Service Tax are payable for contractual delivery/schedule only at the prevailing rates. No upward variation shall be payable beyond the contractual delivery / schedule period where the supplier is responsible for the delays.
- e) Tenderers outside the State of Chhattisgarh should also quote the prevailing rate of Sales Tax/Commercial Tax in the State of origin, so that the concessional rate of CST payable against "C" form may be limited to the Sales Tax applicable for State of origin, from where the material move, in case these are lower than the concessional rate of C.S.T.
- f) **Entry Tax:-** State entry tax is payable by the CSPDCL for entry of the goods in the State. Tenderers have to quote rates excluding entry tax. The evaluation of the rates may be done considering the total landed cost including the entry tax payable by the CSPDCL. The rate of counter offer shall be such that the total landed cost including entry tax shall be same for within and outside State units.
- g) For other provisions regarding taxes and duties, Annexure-I & Price Bid format should be referred to.

5. AMENDMENT IN SPECIFICATIONS: The CSPDCL may revise or amend the specification and drawing, prior to the date notified for opening of tender. Such revision/amendment, if any, will be communicated to all the tenderers as Amendment/Addendum to the invitation of tender.

6. BIDS RECEIVED BY MESSENGERS: When tenders are delivered by Special messenger, they shall be deposited in the Tender Box, kept in the office of Chief Engineer/Executive Director (S&P), CSPDCL, Danganiya, Raipur-492 013 on all working days indicated in tender notice between 10:30 hrs. to 15:00 hrs. only. **Nobody is authorized to receive or grant receipt for tender delivered by hand.**

7. TELEX/TELEGRAPHIC/FAX BIDS: Telex/Telegraphic/Fax offers will not be considered under any circumstances.

- 8. DELAYED/LATE BIDS:** CSPDCL shall not assume any responsibility for any postal delays either for the late receipt of documents by tenderer or late receipt of bids by the CSPDCL. No extension in time shall be granted on such grounds.
- 9. ALTERNATIVE BIDS:** Bid should be submitted as per intent of tender documents, as alternative offers are liable to be rejected.
- 10. MISTAKES IN BIDS:** Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, lower of the two shall be considered. Such offers can also be rejected.
- 11. LUMPSUM BASED BIDS:** In case prices for some items or all items are given as a lumpsum, instead of unit prices as required in the tender specifications, CSPDCL can summarily reject such incomplete tender.
- 12. PRINTED TERMS AND CONDITIONS IN BIDS:** Supplier's printed terms and conditions will not be considered as forming part of tender under any circumstances whatsoever.
- 13. ALTERATIONS/CORRECTIONS IN BIDS:** No alterations in the tender document will be permitted.
- 14. INCOMPLETE BIDS:** Tender, which is incomplete or obscure, is liable for rejection.
- 15. ACCEPTANCE OF PART/WHOLE BIDS – RIGHTS THEREOF:** The CSPDCL reserves the right to accept/reject wholly or partly any tender without assigning any reason whatsoever. No correspondence in this regard shall be entertained by the CSPDCL.
- 16. AMBIGUITIES IN CONDITIONS OF BIDS:** In case of ambiguous or self contradictory terms/conditions mentioned in the bid, interpretations as may be advantageous to the CSPDCL, may be taken without any reference to the tender.
- 17. DISQUALIFICATION OF BIDS:** A bid which gets opened before the due date as a result of improper or no indication has been given on the cover to indicate that it is a tender, will be disqualified. Tenderers will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of price Bid. In such event, otherwise, that tender, when a bidder does not comply, will be rejected.
- 18. LANGUAGE OF BIDS:** All tenders should be made either in English or in Hindi only.
- 19. SALES TAX CLEARANCE CERTIFICATE:** The tenderer shall furnish Sales Tax clearance certificates from competent authority. Alternatively the tenderer shall give reasons for his inability to furnish such a clearance certificate. The CSPDCL reserves the right to reject any tender, if Sales Tax clearance certificates or the reasons for the Tenderer's inability to furnish such a certificate are not furnished.
- 20. QUESTIONNAIRE FILLING IS ESSENTIAL:** A "QUESTIONNAIRE" alongwith specification is enclosed for technical/commercial details. It is compulsory on the part of the tenderer to furnish all details as per the 'Questionnaire'. In case, this is not filled up and enclosed with the offer, the Bid will be liable for rejection.
- 21. DEVIATIONS FROM TERMS/CONDITIONS:** Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected outrightly. Normally, deviation from tender's terms and conditions are not allowed. However, if tenderer desires to depart from any condition and/or technical specifications in any respect, he shall draw attention to such deviations as per Schedule-B Section (ii) and Section (iii) stating fully the reasons thereof. Unless this is done, these conditions and specified specifications will hold good, as acceptable to the tenderer. Except deviations mentioned in Schedule-B Section (ii) and Section (iii), any deviation indicated elsewhere in offer shall have no effect and shall not be considered.
- 22. PAST EXPERIENCE:**
- a. Bidder having past experience in assignments stipulated in the tender furnish the list of supplies / works, as the case may be, alongwith order copies executed during the last three years as per enclosed Schedule-B Section (i), failing which the tender may not get any preference for his past experience.

- b. Trial Order – Tenderers not having any experience of tendered work / supply to any SEB or Power Utility will be treated as new firm/supplier and only trial order will be given to such new firms, if found eligible in PQR and, only in such cases where trial orders are allowed. Trial order will not exceed five percent of total aggregate order for the tender quantity.

23. SUBMISSION OF BIDS:

- i) The tender should be submitted in three (3) parts as explained below:-

Part-I shall contain “**EARNEST MONEY DEPOSIT/DOCUMENT WHICH ENTITLES FOR EXEMPTION FROM EMD**”.

Part-II shall contain “**COMMERCIAL BID AND TECHNICAL BID**”. The details about these two bids are discussed in **Annexure-B and Annexure-I** respectively. Relevant information that the tenderers, are liable to submit comprises of duly filled in Questionnaire, all the Schedules and any other information that is sought in the tender.

Part-III shall contain “**PRICE BID**”, in the Price Schedule. The tenderer shall ensure that the price/rates are filling in accordance with proforma for “**Price and Quantity**”.

- ii) Tender being submitted must be signed by a person holding a power of Attorney authorising him to do so, certified copies of which shall be enclosed.

iii) Tender submitted on behalf of companies registered with the Indian Companies Act for the time being in force, shall be signed by persons duly authorised to submit the Tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title authority and designation of persons signing the Tender on behalf of the Company.

iv) **All the three parts shall be submitted in three separate envelopes and these envelopes shall be properly superscribed as Part-I “Earnest Money Deposit, Part-II “Commercial and Technical Bid” and Part-III “Price Bid”.** Each envelope shall also be superscribed with name of item and T.S. No. for which the tender is submitted the name of the said tenderer and the date of opening, as advertised. **The tender i.e. the three parts shall be submitted each in duplicate.**

v) **The above three envelopes duly sealed are to be kept again in one envelope called main envelope and sealed.** The envelope should be properly superscribed stating that this envelope contains three separate envelopes for **Part-I “EARNEST MONEY DEPOSIT”, Part-II “COMMERCIAL AND TECHNICAL BID” and Part-III “PRICE BID”**, in addition to tender specification No., name of item & tenderer. Details of Earnest Money Deposit and Due date of opening should be superscribed on the common envelope also. Beside this, it should be certified on the main envelope itself that CSPDCL’s **PAYMENT TERMS, PENALTY, SECURITY DEPOSIT AND PERFORMANCE GUARANTEE CLAUSES**, as mentioned in tender specification, are acceptable to the tenderer. This certification should be in the following manner:-

TENDER SPECIFICATION No.....DUE FOR OPENING ON
FOR PROCUREMENT OF / WORK CONTRACT OF.....

THIS ENVELOPE CONTAINS 3 SEPARATE ENVELOPES FOR:-

- a) **PART – I:** “EARNEST MONEY DEPOSIT”
b) **PART – II:** “COMMERCIAL AND TECHNICAL BID”
c) **PART – III:** “PRICE BID”

The following shall also be mentioned on main envelope:-

**TO
THE EXECUTIVE DIRECTOR (S&P)
CSPDCL
DANGANIYA, RAIPUR (CG)– 492 013**

IT IS CERTIFIED THAT WE AGREE TO THE FOLLOWING CLAUSES OF TENDER SPECIFICATION:-

i. PAYMENT TERMS *AGREED*

- ii. **SECURITY DEPOSIT**
- iii. **PENALTY**
- iv. **PERFORMANCE GUARANTEE**
- v. **TECHNICAL SPECIFICATION**

AGREED

AGREED

AGREED

IT IS CERTIFIED THAT THE MATERIAL/WORK CONTRACT OFFERED BY US IS STRICTLY AS PER THE TECHNICAL SPECIFICATIONS AS STIPULATED IN THIS TENDER AND IN CASE ANY DEVIATION IS OBSERVED LATER ON, WE SHALL BE SOLELY RESPONSIBLE AND THAT OUR TENDER SHALL BE LIABLE FOR REJECTION

SIGNATURE OF TENDERER

STATUS IN THE FIRM

COMPANY SEAL

vi) **Even after certification on the body of the main envelope, if any ambiguity is found upon opening of the main envelope or after opening of the Price Bids, the offer shall be rejected.**

24. DATE AND TIME OF OPENING OF BIDS CHANGES: Tender shall be opened on the due date and time as notified in the presence of the tenderers or their authorised representatives who may be present. If the due date of opening/submission of tender documents is declared a holiday by the Central/State Govt. or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all tenders is not completed on the day of opening.

25. OPENING OF EMD AND COMMERCIAL & TECHNICAL BID: The first envelope of Earnest Money Deposit shall be opened on the date and time, as notified in the Notice Inviting Tenders. The requirement for EMD shall be verified and thereafter the second part, i.e. the Commercial & Technical Bid shall be opened on the same date in respect of eligible tenderers.

26. OPENING OF PRICE BID:

- a) Price Bid may be opened alongwith first two parts of the parts of the offer on the same date or on any subsequent date, for which intimation shall be given separately.
- b) The offers which are in conformity with important commercial terms and conditions including Payment Terms, Penalty, Security Deposit, Performance Guarantee and Technical Specification shall be eligible for opening of their Price Bid.
- c) **Any deviations from payments terms, penalty, security deposit and performance guarantee clauses of Tender Specification, shall not be acceptable, in any case and the offer shall be liable for rejection out rightly.**
- d) The decision of the CSPDCL in this respect shall be final and acceptable to the tenderer.

27. CANVASSING OF BIDS: Tenders shall be deemed to be under consideration, after opening of tender/bid, till placement of order. During this period, the tenderers or their authorised representatives or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of the CSPDCL's personnel or Representative, on matters relating to under study.

28. SITES WHERE WORK / MATERIALS ARE REQUIRED: Generally work site are indicated in the tender. However, sites may be at any place in state of Chhattisgarh. Where otherwise is not indicated, materials are required for various Area Stores in Chhattisgarh. The prices quoted should be on "FOR Destination" basis, anywhere in Chhattisgarh.

29. VALIDITY OF BIDS: The offers shall be valid for 180 days. Validity of the offer shall be counted from the date of opening of bids. Those who do not agree for validity of 180 days will do so their own risk and their offers are liable to be rejected.

30. AUTHORISATION/LOCAL REPRESENTATIVE: Only authorised representative, possessing necessary authority letter from the Tenderer shall be allowed to participate in the tender opening.

31. ACCEPTANCE OF TENDER:

- a) The CSPDCL may reject any or all tenders or to accept any tender considering advantageous to CSPDCL whether it is the lowest offer or not.
- b) The CSPDCL may split the quantities against the tender on more than one Firm for the same item. No reasons shall be assigned by the CSPDCL for this and the same will be binding on the tenderers.

32. CHANGE OF QUANTITY: The CSPDCL reserves the right to vary the quantities of any or all items as specified in the technical specification /schedules as may be necessary, based on CSPDCL's judgment and vendor rating. No correspondence shall be entered into nor discussed regarding quantity variation, nor any reason will be assigned thereof.

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

Quoting same rates i.e. pool rate is not acceptable. In case the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be out rightly rejected. However, if rates of two bidders are found to be same, quantity of orders to be placed on them will be reduced to half of the quantity a bidder is entitled to be allocated by virtue of their common rank. But, in case of multi-item tender, if rates of even two bidders for more than one item are found to be same, it will be considered as deliberate cartel and offers of both the bidders shall be rejected. Accordingly, all the bidders are advised to quote their own individual and most competitive rates.

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

34. SPECIFICATION OF MATERIAL: The tenderers will have to supply the material strictly as per drawing and specification of the tender and accordingly rates should be quoted.

35. SIGNATURE OF THE BIDDER: Each page of tender document and enclosures shall be signed by the tenderer with seal of the firm. Each page of tender offer should be numbered serially from bottom to top.

Sd/-
SUPERINTENDING ENGINEER (P)II
O/o CE (S&P), CSPDCL, RAIPUR

A N N E X U R E - B

GENERAL TERMS AND CONDITIONS OF TENDER

(Important:- Nothing contained in this Annexure shall have effect in so far as it is inconsistent with any provision of the Annexure-I of the tender document)

1. PRICE AND STATUTORY LEVIES:

i) It is obligatory that FOR destination (anywhere in Chhattisgarh) FIRM prices (except when Variable Price is allowed specifically) are quoted clearly, giving break up in the following elements.

(a) Unit Ex-works/Ex-godown rate including packing and forwarding.

(b) Excise duty applicable on Ex-works price as on date of Bid.

(c) Sales Tax:

(I) C.S.T.

(II) C.G. Commercial Tax/Sales Tax/VAT.

(d) Service Tax

(e) Labour / Service Charges

(f) Freight Charges

(g) Any other levy/taxes.

(h) In case of exemption from Service tax, Excise duty and/or Sales tax, documentary evidence shall be furnished with the offer. Documentary evidence for applicable rates of taxes shall also be furnished.

(i) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, indicating all elements clearly. In absence of this the offer shall be liable for rejection.

ii) Any charges as may be applicable as per law in force must be clearly specified otherwise any of such silent charges even if statutory charges, shall not be payable in the event of an order.

iii) The basic order shall be placed on Ex-factory / Basic price inclusive of packing and forwarding charges. Sales Tax/Commercial Tax shall be paid on elements of Ex-factory price + Excise duty. Freight charges will not form part of price for the purpose of Excise duty. If legally applicable this should be clarified in the bid. Alternatively, order can also be placed on total FOR Destination Price. This aspect will be elaborated in Annexure-I of the tender document.

iv) Sales Tax/Commercial Tax and Excise Duty shall not be paid on freight elements, in any case.

v) The payment of statutory levies such as Sales Tax/Excise duty against the contract shall be made against documentary evidence on the basis of rates prevailing during the contractual Schedule only.

vi) No payment shall be made in any case, on account of upward revision of statutory levies due to change of taxation slab. Similarly no upward revision of statutory levies beyond contractual work completion period shall be considered for payment.

vii) In case work against the contract is completed late i.e. beyond contractual schedule and rate of Excise duty/Sales Tax/Service Tax undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual schedule. However in case the rate of statutory levy (ies) undergoes downwards revision then the delayed work beyond contractual period will attract reduced rate of statutory levy (ies).

viii) In case of delay in work completion, if the supplier is able to prove that the delay involved is due to Force Majeure conditions, as detailed in the "Force Majeure" clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claim for Sales Tax/Excise duty shall be accepted and payment shall be released accordingly.

ix) Pending decision on the request of the supplier, for condonation of the delay in work completion, the contractor will claim excise duty/Sales Tax as per the rates prevailing during the contractual schedule period. In case, this is not done, all financial losses will be to contractor's account.

x) For other provisions of taxes and duties, introduction of new statutory levies and upward/downward variations etc. Annexure-I of the tender should be referred to.

2. PRICE VARIATION: Price variation, if any, shall be admissible as per the Price Variation formula specified in the Tender. No deviation is applicable. In case of any deviation, indicated by the

tenderer, the offer will be liable for rejection. Annexure-I may please be referred to for applicability of price variation.

While claiming the price variation Bill, the supplier shall furnish Price Variation Calculation Sheet to the ED(S&P), CSPDCL, Raipur alongwith the relevant circular/price indices and other required documents for approval. Thereafter, Bill for payment bill be entertained alongwith approved PV Sheet.

3. TRANSIT RISK:

a) Responsibility regarding covering of risks, during transit of material, shall entirely be, on the supplier. The CSPDCL shall in any case, not bear the transit risks/transit insurance charges.

b) Transit damages/shortages/losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for his settlement from carrier or insurance company etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material/expenses of repairs either from the supplier/balance bills or from the security deposit as deemed fit.

c) **While the necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/losses/damages, without any extra cost and without waiting for the settlement of the claim.**

d) **Replacement of goods lost/broken or damage including loss due to fire:**

Notwithstanding anything herein contained, the supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to/takenover by the CSPDCL at its stores or work site or at other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the suppliers/carrier with all necessary documents for settlements of the same with the carriers at supplier's end.

4. PACKING AND FORWARDING:

a) The supplier shall be responsible for the stores being sufficiently and properly packed at his expense for transport by rail, road or sea, so as to ensure them being free from loss, damage due to handling and transport to the destination.

b) Each package shall be prominently and distinctly marked on atleast two faces, indicating the full address of the consignee, destination station, name of equipment, purchaser's order number, weight and volume of the package etc.

c) Each package shall contain in a waterproof cover, a detailed description indicating the order reference and date and list of the contents. Each item contained in the package or box shall be described sufficiently, to enable easy identification. The quantity, weights etc. shall also be given.

d) The packing shall conform to the specification, rules and regulations prescribed by the underwriters, Railways, Transport Agencies. In case of any loss/damage to the consignment, due to non-standard packing the same shall be made good free of all charges to purchaser by the supplier. All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effects upon the ability of the supplier to perform.

5. MODE OF DESPATCH: The tenderers should clearly indicate mode of despatch for the material. In case despatch through rail, the material is to be booked for respective destination's railway station. In case of despatch through road transport, the material should be despatched through Bank approved road transporter on door delivery basis only.

6. SUBMISSION OF DRAWINGS AND LITERATURE: All the relevant drawings shall be submitted immediately after placement of order, for approval. One set of drawing, Descriptive Literature and Instructions manual for Erection, commissioning and maintenance of the equipment ordered, shall be supplied to each consignee.

7. INSPECTION & TEST CERTIFICATES:

- i) Each lot of offered material shall be inspected by the CSPDCL's inspecting officer before despatch. The supplier shall extend all reasonable and necessary testing help to the inspecting officer of the CSPDCL to carry out testing of material at his works.
- ii) An intimation about the date, by which material shall be ready for inspection, indicating quantity, shall be given to CE (S&P), CSPDCL, Raipur, by the suppliers, so as to reach him sufficiently in advance, failing which the suppliers shall be responsible for delay in delivery on account of inspection. On receipt of such intimation, the materials shall be inspected normally within 15 days.
- iii) The supplier shall not despatch the material unless specific despatch instructions are issued by the order placing authority.
- iv) In case the inspecting officer deputed for inspection does not find the offered lot ready, the CSPDCL reserves the right to recover from the supplier, such charges as may have been incurred towards arranging such inspection.

8. RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING:

- i) The CSPDCL, at its option, will inspect the material on order during its process of manufacturing including the inspection of raw material and will request the supplier to carry out such tests as may be necessary to ensure proper quality check. Sample of components of the material shall be subjected to quality check by the inspecting officer during manufacturing. In the event of stage inspection, if any discrepancy is noticed, the supplier shall be given immediate notice to suspend further manufacturing until corrective measures are taken and the process cleared.
- ii) **FACTORY INSPECTION:** During pendency of supply order, the factory inspection may be conducted by CSPDCL's authorised officers as and when felt necessary for ensuring production of quality material.
- iii) The supplier /contractor shall extend all reasonable and necessary assistance to the inspecting officer of the CSPDCL to carryout testing of equipment/material at his works.

9. FAKE INSPECTION CALL: All such contractors, who after giving inspection call, do not offer materials to Inspecting Officer for inspection due to one or the other reasons, shall be required to remit a sum of **Rs. 5000/-** per officer.

10. DELIVERY/ WORK COMPLETION SCHEDULE:

- i) For stipulated Work Completion / Delivery Schedule clause of the tender, please refer to Annexure-I.
- ii) In case of order for only supply, the material should be delivered to the consignees within 21 days from the date of issue of despatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty.
- iii) For the purpose of calculating price variation the date of delivery will be the date on which material is notified to be ready i.e. the date of receipt of offer for pre-despatch inspection subject to such material is delivered to the consignee within the prescribed time limit after inspection.
- iii) **Deferment of deliveries:** CSPDCL reserves the right to defer or reschedule the delivery.

11. FORCE MAJEURE: Force majeure is herein defined as:-

- a) Natural phenomena, such as floods, draughts, earthquakes and epidemics.
- b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, breakdown of essential machinery or equipments etc.
- d) Strikes, slow down, lockouts continuing for more than three (3) weeks.
- e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- f) Any cause, which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

NOTE: The cause of Force Majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The CSPDCL shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his

representation with documentary evidence for scrutiny by the purchaser and decision of the CSPDCL shall be binding on the firm.

12. TERMS OF PAYMENT:

- i) In case of purchases, 100% payment alongwith taxes and duties shall be paid generally within 30 days after acceptance of material at stores in good condition.
- ii) In case of work / turnkey contract payment term shall be as indicated in Annexure-I.
- ii) The contractor shall forward Bill to competent authority alongwith copies of following documents:
 - a) **A copy of bill.**
 - b) Delivery Challan.
 - c) the original RR/MTR
 - d) Original copy of excise duty gate pass alongwith a photocopy.
 - e) The inspection and/or T.C. approval.
 - f) Detailed packing list, if required.
 - g) Approved PV Calculation Sheet, where PV is allowed.
- iii) The original bills should be forwarded to the paying authority and should be marked “**ORIGINAL**”. The bill should indicate the Sales Tax Registration Certificate Number and date allotted to him under the Sales Tax Act.
- iv) In case of purchases of material, the invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to the Joint Director (F&A), CSPDCL, Raipur for value more than Rs. 60000/-. In case amount is less than Rs.60000/-, the bill should be submitted to the concerned Sr. Account Officer/Regional Account Officer. The Material Receipt Certificate will be forwarded by the consignee to the paying authority alongwith original certificate of payment of ED or original copy of ED gate pass for payment, as well as to the suppliers towards acknowledgement of receipt of material including part consignment to the extent; it is received in good condition and is serviceable.

13. PENALTY: For works/turnkey works, Penalty clause will be as per Annexure-I. For supply orders, the time for and the date of delivery of the material stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution or non-execution of the order, the CSPDCL at its option shall recover from the supplier/contractor as agreed towards liquidated damages a sum of ½% (Half percent) of the price of any stores not delivered per week or part thereof subject to maximum of 10% (Ten percent). For this purpose, the date of receipt of offer of material in the office of CE (S&P), CSPDCL, Raipur, shall be considered as the date of delivery, subject to the condition that offer has been made 15 days in advance of terminal date of scheduled delivery and material is delivered at stores within 21 days of clearance. For early inspections, offer may be sent telegraphically or by telex/fax. CSPDCL will not be responsible for delays for ordinary/registered post inspection offers. Please note in case material is not received within 21 days from the date of issue of despatch instructions, even though the delivery period exists, penalty shall be applicable on delay of despatch.

14. PERFORMANCE GUARANTEE:

- i) For stipulated guarantee period clause, please refer to Annexure-I.
- ii) If during the course of stipulated guarantee period subsequent to the date of receipt of consignment, any of the goods found to be defective in materials or workmanship or develops defects during service, the same will be replaced by the supplier, free of all charges. All necessary arrangements on this account will be made by the suppliers.
- iii) The said material, if required to be replaced, shall be collected by the supplier/firm from Area Stores/Work site at their own cost and at their own responsibility. These materials will like-wise be returned duly repaired/replaced and tested subsequently by the supplier to the destination indicated on “Freight paid basis” at their cost in a reasonable time of 30 days from the date of intimation. The guarantee period as stipulated Annexure-I, shall also be applicable for repaired/replaced material, which shall however be counted a fresh from the date of its delivery in our stores/site.
- iv) Further, it is clarified that all the charges towards carrying out repairs including packing/forwarding, loading/unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.
- v) All equipment/materials reported failed within the specified guarantee period may be replaced free of cost by the supplier/manufacturer concerned.

- vi) Actual cost of dismantling and replacement of these equipments/material with the new ones may be charged to the supplier's account.
- vii) To and fro transportation cost of such failed equipment/material may also be borne by the supplier/contractor.
- viii) In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them which may inter alia include black-listing of the firm for future business with the CSPDCL for a certain period.

15. SECURITY DEPOSIT:

- i) On acceptance of offer, successful supplier of CSPDCL will have to deposit an amount, as indicated in Annexure-I of the tender, in Cash/Demand Draft/Bank Guarantee as Security Deposit for a sufficient period to cover performance guarantee and faithful execution of the Contract for a period as specified in Annexure-I.
- ii) Cash to be deposited with Manager (CAU), CSPDCL, Raipur and original receipt produced to this office, which shall be returned after conveying the acceptance of Security Deposit.
- iii) Demand Draft to be drawn in favour of Manager (CAU), CSPDCL, Raipur, may be drawn on any Nationalised/Scheduled Bank and payable at Raipur.
- iv) The Bank Guarantee in lieu of cash deposit on any Nationalised/Scheduled Bank strictly as per CSPDCL's proforma (to be supplied alongwith the order) valid sufficiently to cover the guarantee period.
- v) All SSI Units registered with Industries Department of CG shall be required to pay security deposit for only 5% (Five percent) value of the order, subject to maximum of Rs. 20,000/- in cash or DD. This concession is for such SSI Units of CG who are doing business upto Rs. 50.00 lacs annually only.
- vi) The Security deposit shall have to be furnished within 30 days from the date of issue of order and prior to offering of material against the order.
- vii) The CSPDCL shall forfeit the Security Deposit in the event of non-execution/part execution of the orders besides invoking the Penalty Clauses.
- viii) The Security deposit shall be returned to the successful supplier only after due and faithful performance of the order as per terms and conditions of the order and on expiry of guarantee period, provided there are no claims outstanding to be recovered against the tenderer/suppliers. (This shall not be applicable in case of Permanent Security Deposit).
- ix) No interest shall be paid by the CSPDCL on security deposit/Permanent Security deposit furnished by the suppliers.

16. COMPLETENESS OF WORKS/ EQUIPMENTS: The works/equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the purchaser's specification or the tenderer's offer. The contractor shall not be eligible for any extra price in respect of such minor fittings and accessories, which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

17. EXTENSION ORDER: The CSPDCL reserves right to place an extension order for any additional quantity to the extent of 100% quantity of the original order on the same rates, terms and conditions within six months from the date of order.

18. DESIGN AND INTERCHANGEABILITY: All similar material and removable parts of similar equipments shall be uniform and interchangeable with each other.

19. TESTING FACILITY & TESTS TO BE CONDUCTED: Manufacturer / bidder's sub vendors must have facilities for carry out desired tests..

20. MATERIAL TEST CERTIFICATE: Each item of the lot should be tested by the supplier and routine test certificate in duplicate giving the result of all tests prescribed in the relevant IS (as mentioned in the Technical Specification Schedule) for ordered items shall be submitted to the office of the CE (S&P), CSPDCL, Raipur for approval alongwith the letter/offer for inspection of the material. Please note that each lot will be inspected at your works, which includes witnessing of all tests prescribed in IS.

21. TYPE TEST CERTIFICATES: Wherever applicable or called for photocopies of type test certificates from the Govt., Govt. approved Standard Test laboratories in India or from laboratories of international repute duly attested by "Competent Testing Authority"/Notary should be submitted.

Type test reports/certificates for the tests conducted on the tendered item/material shall not be older than five years on the date of opening of technical/commercial bid.

22. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS: All amounts recoverable from the successful tenderers against this or earlier contracts with the CSPDCL will be adjusted from payment due against the contract that may be awarded under this specification.

23. ROYALTIES AND PATENTS: All royalties for patents or any charges for usage or infringement thereof that may be involved in the supply, shall be included in the offered price and the Contractor / supplier shall protect CSPDCL against any claim thereof. Contractor / Supplier is fully responsible for such contractual dealing and CSPDCL shall not be called upon to bear any such charges.

24. COMPLIANCE OF REGULATIONS: The Contractor / supplier shall warranty that all Goods covered under supply / procurements shall have been produced, sold, despatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment thereunder, labour agreements, working conditions and technical codes and requirements, as applicable from time to time.

The contractor / supplier should execute and deliver such documents, as may be needed, by the CSPDCL in evidence of compliance. All Law Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the Contractor / vendor and the CSPDCL shall not be responsible in any manner whatsoever.

25. TERMINATION OF CONTRACT / CANCELLATION OF ORDER:

i) Notwithstanding anything otherwise contained elsewhere, the CSPDCL may terminate Contract / cancel order upon a written notice of 15 days on account of following:-

a) If, in the opinion of the CSPDCL, the supplier fails to deliver the material or carry out contracted work within the time specified or during the period for which extension, has been granted by the CSPDCL.

b) If, in the opinion of the CSPDCL, the contractor/supplier fails to comply with any of the other provisions of this contract or work/ material is found not in accordance with prescribed specifications and or the approved samples.

c) If ,as a result of stage inspection or work inspection, it is revealed that material and/or workmanship is substandard, which is likely to affect the performance of the finished product/completed work, a notice would be served by the CSPDCL to the contractor/supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

d) If Contractor becomes insolvent or bankrupt.

e) If as a result of force majeure outage of service / work occurs and Contractor unable to resume the services/work within a period of 30 days after force majeure conditions are over.

f) If the Contractor in the judgement of the CSPDCL has engaged in illegal, immoral, corrupt or fraudulent practices in executing the contract.

g) In case of any negligence / refusal/being unable to perform any duties by the Contractor under the contract or proved incompetent due to your fault or otherwise; CSPDCL shall be entitled to terminate Contract and CSPDCL will have right to get the incomplete work executed through any other agency.

ii) In the event of such termination, the CSPDCL shall exercise its discretionary power as:-

a) To recover from the supplier the agreed liquidated damages.

OR

b) To purchase / get work done from elsewhere after giving due notice to the supplier / contractor on account and at the risk of the supplier / contractor such work /stores/material not so completed / delivered or others of similar description.

OR

c) To cancel the contract reserving CSPDCL's right to recover damages.

iii) Notwithstanding that the power under clause (ii. a, b, & c) referred to above, are in addition to the rights and remedy available to the CSPDCL under the general law of India relating to Contract.

iv) In the event of risk purchase of stores of similar description, the opinion of the CSPDCL shall be final. In the event of action taken under clause-ii (a) or (b) above, the supplier shall be liable to pay for any loss, which the CSPDCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

- v) The decision of the CSPDCL shall be final regarding the acceptability of the stores /work supplied/done by the supplier /contractor and the CSPDCL shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/material.
- vi) In the event, CSPDCL does not terminate the order as provided in clause (i) & (ii) above, the supplier /contractor shall continue execution of this order, in which case he shall be liable to the CSPDCL for liquidated damages for the delay as per clause 13, until supplies are accepted.
- vii) On the breach of any terms or condition of this contract by the contractor, the CSPDCL shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the CSPDCL to recover any further sum as damages from any sum due or which may become due to the contractor by CSPDCL or otherwise howsoever. The breach of any terms of any of these General conditions of contract shall be deemed as breach of this contract.

26. ARBITRATION: If at any time, any question, dispute or difference, whatsoever shall arise between the CSPDCL and the Contractor, upon or in relation to or in connection with the Contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the CSPDCL and the other to be nominated by the Contractor or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitration & Reconciliation Act 1996 and of the rules thereunder and any statutory modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

Work / supplies under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise, directed in writing by the CSPDCL or unless the matter is such that the work can not possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued.

27. JURISDICTION: Any dispute or difference, arising under, out of, or about this tender/contract order shall be subject to exclusive jurisdiction of competent court at Raipur only.

28. RANDOM TESTING:

- i) Inspection of material before despatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the specification. The CSPDCL shall have option to test the samples selected at random from the supplies affected and subject it to routine/type test.
- ii) In case, the samples fail to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the supplier will have to refund the amount paid, including all taxes and duties, as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the supplier and replaced in full at his own cost. CSPDCL will not be responsible for levy of taxes on such rejected material and deduction shall be in totality.
- iii) In case of random checking of the supplies, if any deviation is noticed, a notice shall be given to the contractor / supplier, who shall arrange to depute his representative within 15 days for joint inspection. If during joint inspection, any deviation is observed and material supplied is found not conforming to standards laid down in the relevant IS, the CSPDCL reserves the right to impose any appropriate penalty for full quantity of material supplied against the order. The decision of the CSPDCL in this respect shall be final and binding on the supplier / contractor.

29. COMPENSATION UNDER SECTION-12, SUB SECTION (1) OR THE WORKMEN'S COMPENSATION ACT 1923:

In every case in which by virtue of the provision of section 12, subsection (1) of the Workmen's Compensation Act 1923, the CSPDCL is obliged to pay compensation to workmen

employed by the contractor in execution of the work, the CSPDCL will recover from the contractor, the amount of the compensation so paid and recovered such amount or any party thereof by deducting it from the security deposit or from any some due by the to CSPDCL to the contractor rather under this contract or otherwise. CSPDCL shall not bound to contest any claim made against it under section 12, subsection (1) of the said act, except on the written request of the contractor and upon his having given to the CSPDCL full security for all costs for which the CSPDCL might become liable in consequence of contesting such claim.

30. MINIMUM WAGES: The contractor shall pay not less then minimum wages to the workers engaged by him on the work.

EXPLANATION:

a) Minimum wages mean wage whether for time or piece of work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the State or labour department for the district or place in which the work is done.

b) The Contractor shall notwithstanding the provision of contract to the contrary cause to be paid minimum wages to, workers indirectly engaged on the work including any work engaged by his sub-contractors in connection with the said works as if workers had been employed by him.

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

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

e) The regulation aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be breach of the contract. The contractor shall disburse the wages to his workers within the time limit prescribed under law in force as amended up to date in the manner prescribed in relevant law.

f) The contractor shall, at his own expense provide or arrange for the provision of safety appliances for doing work which the contractor has undertaken to execute under this contract to the satisfaction of Engineer and on his failure to do so the CSPDCL shall provide the same to such workers and recover the cost from the bill due to the contractor.

g) Any penalty imposed on the CSPDCL or the officer of the CSPDCL by the Court/Authority in case of an accident due to non-observance/use of safety rules/safety appliances, shall be paid by the contractor.

h) Whenever demanded by the Engineer In-charge, the contractor shall submit a true statement showing (1) No. of workers employed by him on the work (2) their working hours (3) the wages paid to them (4) the accidents that occurred during the period of which information is required, stating the circumstances under which they occurred and the extend of damage and injury caused by them. Failure to supply such information or Supplying materially incorrect statement may amount to breach of contract. The decision of Engineer-In-Charge shall be final in determining whether a breach has taken place.

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

a) The contractor shall indemnify and save the CSPDCL against all actions, suits, claims, demands, costs or expenses arising in connection with injury suffered prior to the date when the work shall have been taken over by person employed by the contractor, his subcontractor on the

works whether under the General law or under the Workmen's Compensation Act. 1923 or any other statutes or law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims there under.

b) On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in death of any such workman, the contractor shall within 24 hours of happening of such accident intimate in writing to the concerned Engineer-in-charge of the CSPDCL the fact of such accident. The contractor shall indemnify the CSPDCL against all loss or damage sustained by the CSPDCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the CSPDCL as a consequence of the CSPDCL's failure to give notice under the Workmen's Compensation Act., or otherwise to conform to the provision of the said Act, in regard to such accident.

c) In the event of any claim being made, or action brought against the CSPDCL and arising out of the matter referred to and in respect of which to contract is liable under this clause the contractor shall immediately notify thereof, and he shall, with the assistance, if he so requires, of the CSPDCL but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise, there from, In such case, the CSPDCL shall at the expense of the contractor, afford all available assistance for any such purpose.

d) In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act. VII of 1923 whether by the contractor or by the CSPDCL as principal employer, it shall be lawful for the Engineer-In-Charge to retain out of moneys due and payable to the contractor such sum or sum of moneys as may be in the opinion of the Engineer-In-Charge be sufficient to meet such liability. The opinion of the Engineer-In Charge shall be final in regard to all matters arising under this clause.

e) The amount of all costs, damages or expenses or other sums which under this or any other contract shall be payable by the contractor to the CSPDCL may be deducted by the CSPDCL from any money due or becoming due by it to the contractor under the same or any other contract, without prejudice to the CSPDCL right to recover the same by ordinary process of law.

32. LAW AND REGULATIONS:

a) All work shall be executed in accordance with the laws in India relating to the work and rule and regulations there under and any statutory modifications thereof wherever they are applicable unless otherwise agreed to in writing by the Engineer- In -charge.

b) The contractor shall be bound by the provisions of all the legislation whether Central or State as in force and operative in Chhattisgarh for the time being in the same way and to the same extent as the CSPDCL and, if on the default on the part of the contractor or his agent of any of the provision of any such law, the CSPDCL is required to incur any expenditure and liabilities arising there from, the CSPDCL may deduct and recover the same out of any sums due to the contractor in respect of this contract. The decision of the Engineer that any sums has become payable there under and the amount which has become payable shall be final and binding on the contractor.

c) The work will be carried out by observing all the rules & regulations regarding safety from any type of accident which if takes places would be the contractors, responsibility. The contractor shall be responsible for payment of all compensation as applicable from time to time to their workmen engaged on the work in the event of any accident.

33. WORKERS ENGAGED BY THE CONTRACTOR:

i) The CSPDCL will not, in any manner, be responsible for any act, omission or commission of the workers engaged by Contractor and no claim in this respect will lie on the CSPDCL. If any such

claim is made against the CSPDCL by any worker engaged/employed by the Contractor, which the CSPDCL is obliged to discharge by virtue of any statute of any provision of law and rules due to mere fact of the workers of the Contractor working at the Sub-station premises or otherwise, the Contractor will be liable to indemnify/reimburse the CSPDCL all the money paid in addition to the expenses incurred.

- ii) The Contractor shall be responsible in respect of the employment or non-employment of the working force engaged by him at his own level and the CSPDCL shall have no role to play in the said matter. In case any loss is caused to the CSPDCL by the working force of the contractor, by the deeds or litigation, then the Contractor shall have to bear the cost of such litigation alongwith the value of the loss caused.
- iii) The Contractor shall engage the work force as per the required qualifications & it shall be the responsibility of the Contractor to maintain the records of the employees deployed by him as required in terms of the various labour laws.
- iv) The contractor shall obtain necessary license under the Contract Labour Act, 1970, and shall fully comply with requirement of all labour laws including Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Industrial Employment (Standing Orders) Act, 1946, Employees Provident Funds and Miscellaneous Provisions Act, 1952 and any other labour law as applicable in the State of Chhattisgarh. Contractor will keep all workers fully insured against Workmen's Compensation Act by suitable W.C. Insurance Policy, which will remain valid and operative till the expiry of work order or time if extended further. In case if violation of any Rules, Regulations, Laws Acts etc. as mentioned above, registered in competent Court and any type of penalty/fine imposed on Board due to default of contractor, the CSEB reserves the right to recover such amount from contractor's bills/SD or by any other means. The decision of the Board shall be final & binding on the contractor.

34. IMPLEMENTATION OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISION ACT 1952:

The provision of Employees Provident Funds and Miscellaneous Provision Act, 1952 are applicable in respect of work charged and NMR employees. The following instructions are to be followed for statutory compliance and proper implementation of the E.P.F. Act.

- a. The definition of the work Employees includes any person employed directly by the establishment on work charged/NMR or by or through the contractors including daily rated or piece rated employees.
- b. Every employee shall have to be enrolled for the membership or Employees Provident Fund from the date of his joining i.e. deduction towards E.P.F. are to be effected from the first day of employment.
- c. The contractor shall be responsible for deduction towards E.P.F. contribution from workers.
- d. The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provision of the law.
- e. A representative duly authorized by the Principal employer shall be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.
- f. The contractor shall ensure the disbursement of wages in the presence of authorized representative of the Principal employer.
- g. In respect of employees, employed by or through a Contractor shall recover the contribution payable by such employees and shall pay to the EPF department with the amount of Members Contribution so deducted together with an equal amount of contribution and also administrative charges as specified in the E.P.F. Act. The proof of payment of EPF has to be enclosed with the bill of next month without which bill of next month shall not be passed.
- h. In case the Contractor fails to make payment of wages or remittance of E.P.F. Contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of full wages or the unpaid balance due, as the case may be, to the contract labour

employed by the Contractor or to the R.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to contractor under any contract or as debt payable by the contractor.

- i. The contractor shall issue a slip to his each employee indicating the particulars related with deposition of EPF indicating name of employee, EPF Code No, A/c No. amount deposited, reference of challan, date, Bank etc. as required.

35. INCOME TAX DEDUCTION: Deduction towards income tax, if any, will be made from the contractor bill as per rules enforce.

36. FORFEITURE OF SECURITY DEPOSIT: In the event of contractors committing a breach on any of the terms & conditions laid down in the contract at any time for enforcement in their duties, the board may forfeit security deposit and cancel the order by giving notice in writing in this behalf. Any dispute arising out of this contract is to be referred to the ED(S&P) CSPDCL whose decision in the matter shall be final and binding on contractor.

37. CLIMATIC CONDITIONS: The climatic conditions where equipment is intended for installation could be taken as under:-

i)	Maximum temp. of air in shed	45 ⁰ C
ii)	Minimum temp. of air in shed	4 ⁰ C
iii)	Maximum relative humidity	95% (The humidity sometime approaches saturation point)
iv)	Minimum relative humidity	10%
v)	Average number of dust-storm days per annum	40 days
vi)	Average number of rainy days per annum	90 days
vii)	Average annual rainfall	1250 mm.
viii)	Number of months of tropical monsoon conditions per annum	3 months.
ix)	Maximum wind pressure	150 Kg/Sq.mm.
x)	Altitudes not exceeding	1000 meters

(The limit of ambient temp. shall be 45⁰ C peak and 35⁰ C average over a period of 24 hours)

38. PUNITIVE ACTIONS: In case of defaults by the supplier – such as non-supply, non-execution of work, non-compliance of Guarantee clause, supply of poor quality material and violation /breach of terms and conditions of the contract etc., the purchaser shall take any one or all the punitive actions given below depending on the extent and seriousness of the default committed:-

- a) Debar / blacklist the firm for future business for a specified period.
- b) Cancel the purchase contract partially or fully as outlined in Penalty Clause.
- c) Impose a suitable penalty on account of supply of poor quality material or financial loss to CSPDCL by the supplier on account of default against the contract.

Sd/-
SUPERINTENDING ENGINEER (P)II
O/o CE (S&P), CSPDCL, RAIPUR

SCHEDULES

(TO BE FILLED IN BY TENDERER)

SCHEDULE – A QUESTIONNAIRE

Section (i) – General Information

Section (ii) – Commercial Information

Section (iii) – Technical Information

SCHEDULE – B

Section (i) – Schedule of Past Experience

Section (ii) – Schedule of Commercial Deviations

Section (iii) – Schedule of Technical Deviations

S C H E D U L E - A

SCHEDULE OF QUESTIONNAIRE

Section (i) : GENERAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART – II)

“(COMMERCIAL/TECHNICAL BID)”

(I) Strike off, whichever is not applicable

(II) Separate sheets should be used. Wherever necessary.

S.N.	PARTICULARS	INFORMATION
1	Name & Address of the Bidder	
2	Name & Address of the Firm / Company etc.	
	a) Registered Office	
	b) Factory/works address	
	c) Telegraphic address	
	d) Telex/Fax Nos.	
	e) Telephone Nos.	
	f) E-mail ID	
3	Whether tenderer is 'A' Class Electrical Contractor	: Yes / No
4	Bidder's legal entity ? Whether proprietorship / partnership firm / Pvt. /Pub. Limited Company ? Give details and enclose copies of related documents.	

5	Whether the firm is an C.G. SSI Unit	: Yes / No
	a) If yes, write registration No.	
	b) Whether documentary evidence regarding registration enclosed.	: Yes / No
	c) Items of registration	
	d) Period of registration	
	e) Furnish latest copy of Competency Certificate	
6	a) Whether the bidder is old Participant with C.S.E.B./CSPDCL	: Yes / No
	b) If yes, whether documentary Evidence is enclosed	
7	Any other information that bidder may like to be give in order to highlight his bid	: If Yes, give details

**SIGNATURE OF TENDERER
NAME IN FULL**

Place:

Date:

Designation/Status in the Firm

Company Seal

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

- (I) **Strike off, whichever is not applicable.**
(II) **Separate sheets should be used, wherever necessary.**

1	<u>Earnest Money details</u>	Bank draft/Bankers cheque/Cash with Manager (CAU), CSPDCL, RAIPUR
	i) Mode of Payment	
	ii) Amount of E.M.D. & full details	Rs.----- D.D. No----- Dt.-----Drawn on-----
	iii) If exempted, state whether the bidder is	SSI Unit of C.G./M.P./Small Scale Unit registered with NSIC/Fully owned State/Central Govt. Unit.
	iv) Reference of documentary evidence regarding exemption enclosed.	Yes/No
2	Whether the offer is valid for 180 days from the date of opening of commercial/technical bid.	Yes/No (If no, state validity period)
3	State whether the quoted prices are firm/variable	firm/variable
4	Please confirm that MODVAT benefit will be taken care off by you while quoting the prices.	
5	A) Central Excise duty (PI. see Annexure - I)	a. Extra to be paid by Separately b. Inclusive c. Not applicable d. Exempted
	B) E.D. is payable on Ex-works	Yes/No
	C) Rate of E.D. on the date of bid:	
	a) Rate of basic excise duty on case @	
	b) Plus Cess / special excise duty @ % of E.D.	
6	A) Concessional Sales Tax applicable. CSPDCL Registration No. as dealer under Central Sales Tax Act & C.G. General Sales Tax Act are CST No. 100232-C (Central) & C.G. State 100244067-S respectively.	a) Concessional Central Sales Tax against declaration form b) Concessional State Sales Tax/VAT against declaration form.
	B) Rate of Sales Tax / VAT on the date of bid.	@
	C) Whether Sales Tax / VAT as above is	a) Extra to be paid separately by CSPDCL b) Inclusive c) Exempted
	D) Sales Tax/VAT is payable only on Ex-Works price + ED	Yes/No

	E) Who will pay for the upward revision of the VAT/Sales tax at the time of contractual delivery. (Note: In any case no upward revision on account of change in taxation slab shall be payable by CSPDCL)	a) The same is to be borne by the tenderer b) The same is to be borne by the CSPDCL.
	F) How will the VAT/Sales tax difference be regulated in case Sales tax goes down at the time of contractual delivery.	
7	(A) Rate of Service Tax applicable	
	(B) On which segment, Service Tax is payable	
8	A) Any other tax applicable like Municipal Tax, Octroi Tax, Entry tax etc. should be specified (by word 'On' it) (To be clarified destination price etc. that is on what elements these taxes are applicable)	a) Municipal Tax i) Applicable/not applicable ii) Rate.....on..... b) Octroi i) Applicable/Not applicable ii) Rate.....on..... iii) To be paid by CSPDCL/Tenderer c) Any other Tax i) Applicable/Not applicable ii) Rate.....on..... iii) To be paid by CSPDCL/Tenderer
	B) Who will pay for any new statutory if any, introduced during contractual delivery period.	
9	(A) Please mention that you are fully agreed to 'Taxes & Duties' Clause of Annexure-I of the tender in respect of all statutory levies (ED, CST, VAT, Service Tax or any other tax)?	
	(B) If not agreed, please give details of deviations clearly.	

Note for Item No. 5, 6, 7 & 8

- A. The bidder has to be very clear:
Whether the rate and amount of Excise duty, Sales tax/VAT, Service tax and other statutory levies given in price bid as applicable at the time of bid with clear stipulation that the same is to be paid by manufacturer/supplier or CSPDCL.
- B. At the time of Bid, he has to enclose the following documentary evidence:
i) Notarised photocopy of relevant abstract of notification duly highlighted for the Excise duty Sales Tax as applicable on the date of tender.
ii) Notarised photocopy of documentary evidence for exemption in ED/ST/Service Tax.
- C. For payment of Excise Duty/Sales Tax, in the event of order, the bidder will have to give the documentary evidence and he will have to enclose photocopies of the relevant abstract of notification duly highlighted for the following:-
a) Excise duty/Sales Tax/Service Tax/Other taxes applicable at the time of contractual delivery.
b) Documentary evidence needs to be submitted in case of exemption ST/ED.
- D. Documentary evidence needs to be submitted with Bid in respect of Municipal Tax, Octroi, Entry Tax etc. as applicable.

8	MODE OF DESPATCH	:By Rail/ By Road
	Note: Despatch by Road is acceptable:- i) Only when the tenderer agrees to supply the material on door delivery basis and through bank approved road transporter and ii) Agrees for payment after receipt of material in good condition.	
9	FREIGHT CHARGES	Inclusive/Exclusive in FOR Destination Rate.
10	DISCOUNT	
	a) Whether any rebate/discount is offered? (<u>Please note that this offered discount will be applied on prices quoted by you in price bid.</u>)	Yes/No
	b) If yes, whether the rebate is unconditional/conditional	
	c) Rate/amount of rebate/discount	
	d) If conditional, State condition.	
11	PAYMENT TERMS Whether CSPDCL's terms of Payment is acceptable to the tenderer. (If no state conditions)	Yes/No
13	SCHEDULE FOR WORK COMPLETION a) Whether clause of work completion schedule as mentioned in Annexure-I is acceptable to the tenderer	Acceptable/Not acceptable (Please enclose details in schedule B(iv))
	b) If not, indicate the offered Work completion schedule.	
14	PENALTY CLAUSE Whether agreeable to CSPDCL's Penalty Clause	Yes/No
15	GUARANTEE PERIOD Intimate guarantee period of material offered by you	
16	SECURITY DEPOSIT a) Whether agreeable to furnish CSPDCL's Standard Security Deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period.	Yes/No
	b) If not, indicate deviation specifically.	
17	Indicate State, Central Sales Tax Registration number (Please Note that in case of non-registration with Sales Tax Department Purchase Tax as admissible shall be deducted by the Purchaser from the bills of the supplier)	State Central
18	EXTENSION ORDER Whether you are agreeable to accept extension order on the same rates, terms and condition if any extension order is placed within 6 months from the date of placement of detailed order.	Yes/No
19	Please mention whether rates offered are applicable for part quantities.	Yes/No

PLACE:
DATE:

SIGNATURE OF TENDERER
NAME IN FULL
DESIGNATION/STATUS
FIRM/COMPANY SEAL

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

- (I) Strike off, whichever is not applicable.**
(II) Separate sheets should be used, wherever necessary.

Sno.	PARTICULARS	INFORMATION
1	a) Whether material offered for the work is exactly as per technical specification.	Yes / No
	b) If not, give details of technical deviation (Information may be given in deviation schedule with documents for this purpose)	
2	Whether the copies of orders received during last 3 years from other State Electricity Boards/NTPC & from other Organisation for similar work enclosed	Yes / No, give details
3	Whether performance certificate from such organization regarding supplies enclosed.	Yes / No, given details
4	Whether pamphlets/technical details literatures alongwith drawing etc. furnished with the offer.	Yes / No, give details
5	a) Whether all testing facilities are available with equipment manufacturers and in case of non-availability of facilities, indicate approved lab, available in surrounding areas where tests are proposed to be conducted.	Yes / No, give details
	b) Whether you agree for inspection by CSPDCL's representative prior to dispatch and bear the testing charges for all tests as per relevant standards and as stipulated in the tender specification.. (give full details if test to be conducted and reference of relevant standard specification)	Yes / No

PLACE:

SIGNATURE OF TENDERER

DATE:

NAME IN FULL

DESIGNATION/STATUS
 FIRM/COMPANY SEAL

UNDERTAKING

I.....Sole
Proprietor/Partner of M/sis
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 TENDERER

DATE:

NAME IN FULL

DESIGNATION/STATUS
FIRM/COMPANY SEAL

S C H E D U L E - B

Section (i): 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&P)
CSPDCL
Danganiya, Raipur

Sub: Performance/past experience.

Dear Sir,

We furnish herewith the record of our performance and experience as follows: -

Sl. No.	Purchaser's Name & Address	Contract No. & Date	Work qty./details	Work done (Nos.)	Value of contract
1	2	3	4	5	6

PLACE:
DATE:

SIGNATURE OF TENDERER
NAME IN FULL
DESIGNATION/STATUS
FIRM/COMPANY SEAL

NOTE: - Photocopy of the orders & performance reports received from other State Electricity CSPDCL's/ Govt. Undertakings etc. should be enclosed.

Section (ii): SCHEDULE OF COMMERCIAL DEVIATIONS
(To be kept in the envelope Part – II “Commercial/Technical Bid”)

From:
Tenderer’s Name & Address: -

To
The Executive Director (S&P)
CSPDCL
Danganiya, Raipur

Sub: Commercial Deviations.

Dear Sir,

The commercial deviations & variations to the specifications stipulated in the tender for the item quoted are as under: -

Sl. No.	Condition	Clause No. of Tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalising the tender.

PLACE:

SIGNATURE OF TENDERER

DATE:

NAME IN FULL
DESIGNATION/STATUS
FIRM/COMPANY SEAL

NOTE:-

1. Except above any Commercial deviation mentioned elsewhere in your offer will have no effect.
2. Continuation sheet of like size & format may be used as per bidder’s requirements and shall be annexed to this schedule.

Section (iii): SCHEDULE OF TECHNICAL DEVIATIONS
(To be kept in the envelope Part – II “Commercial/Technical Bid”)

From:
Tenderer’s Name & Address: -

To
The Executive Director (S&P)
CSPDCL
Danganiya, Raipur

Sub: Technical Deviations.

Dear Sir,

The technical deviations & variations to the specifications stipulated in the tender for the item quoted are as under: -

Sl. No.	Condition	Clause No. of Tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalising the tender

PLACE:

SIGNATURE OF TENDERER

DATE:

NAME IN FULL
DESIGNATION/STATUS
FIRM/COMPANY SEAL

NOTE:-

1. Except above any Commercial deviation mentioned elsewhere in your offer will have no effect.
2. Continuation sheet of like size & format may be used as per bidder’s requirements and shall be annexed to this schedule.