

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

(A Successor Company of CSEB)

(A Government of Chhattisgarh Undertaking)

OFFICE OF THE CHIEF ENGINEER (STORE & PURCHASE)

Third Floor, SLDC Building, Dangania, Raipur-492013 [C.G.]

Phone No. 0771-2574240 /4239 FAX: 0771-2574246

TENDER SPECIFICATION No. TR-20/S&P/41

**SUPPLY OF DCP GUN TYPE FIRE
EXTINGUISHER
(RFx No.- 8100020215)**

LAST DATE & TIME OF SUBMISSION OF TENDER

03.03.2021 (TIME 15:00 HRS.)

DUE DATE & TIME OF OPENING OF TENDER

03.03.2021 (TIME 15:30 HRS.)

**Cost of Tender:-i)Rs. 1120/- (Rs.1000+Rs. 120 Incl of GST @ 12%)
(if purchased from O/o CE(S&P)**

**ii) Rs. 1180/- (Rs.1000+Rs. 180 Incl of GST @18%)
(if downloaded from website)**

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SUPPLY OF DCP GUN TYPE FIRE EXTINGUISHER

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TENDER FORM**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.****FIRE EXTINGUISHER**

Tender document SL. No.....

ISSUED to M/s

Cost of Tender documents Rs.....

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

Name of Bank

Signature & Seal of Issuing Authority***Not applicable in case of tender document downloaded from website.**

The undersigned hereby tender and offer (subject to CSPTCL conditions of tendering), the CHHATTISGARH STATE POWER TRANSMISSION CO. LTD. 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 **TR-20/S&P/41**, 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 of the Materials, and
- (III) All other conditions wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the CSPTCL will have right to take the same to be advantageous for the company. Company's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid, which may in any way alter the offered prices.

Dated, this day of

**Bidder's Signature
& Address.**


CHHATTISGARH STATE POWER TRANSMISSION CO. LTD

(A Govt. of Chhattisgarh undertaking) (A successor company of CSEB)

CIN- U40108CT2003SGCO15820 / GSTIN-22AADCC5773E1ZX
O/o Chief Engineer (Store & Purchase)

Third floor, SLDC Building, Danganiya Raipur-492013.

 Website- www.cspc.co.in,

Phone-0771-2574240/39/4002

Email id :- ar.bunkar@cspc.co.in

Fax-0771-2574246

arbunkar1501@gmail.com

No.02-16/SE-I-II(S&P)/TR-20-S&P-41/2011

Raipur, Dtd 04.02.2021

E-PROCUREMENT TENDER NOTICE

Sealed tenders are invited from experienced manufacturers/eligible bidders for supply of following equipments/ materials.

Sl. No.	Tender No.	Particulars	Qty	Cost of tender document including GST (Rs.)		EMD (Rs.)	Due date
				Printed Tender Form	E-Tender Form Online (downloaded from website)		
1	TR-20/S&P/41 RFx No-8100020215	DCP Gun Type Fire Extinguisher	46	1120/-	1180/-	1,93,710 /-	03.03.2021

- NOTE:- i) In case any of the above dates is declared as holiday then the particular date will automatically get shifted to next working day.
- ii) The quantities mentioned above are tentative & may vary according to final requirement.
- iii) 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.
- iv) The tender will be processed through e-bidding module of SAP-SRM. Bidders are advised to visit our website www.cspc.co.in/csptcl for viewing detailed instructions regarding submission of offer through SAP-SRM.
- v) **The NIT shall also be published in www.tarang.website**

// TERMS AND CONDITIONS //

- (i) The tender documents can be obtained from the office of the CE (S&P) in person on payment of cost of tender documents in the form of DD only made out in the name of Manager (RAO: HQ), CSPTCL, Raipur accompanied with firm's application on its letter head. If tender document is required by post, Rs.250/- is to be paid by DD additionally along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal

delay in receipt/ non-receipt of tender documents. No receipt of tender shall be issued in any case.

- (ii) The tender document can also be downloaded from official website of CSPTCL 'www.cspc co.in (go through Chhattisgarh State Power Transmission Co. Ltd.- Tender Notice/ Store & Purchase Offices) and required tender fee in form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur payable at Raipur should be submitted along with EMD in envelope containing DD of EMD. The envelope containing DDs of cost of tender document and EMD should be suitably super scribed "DDs containing cost of tender document and EMD". The details of DDs be mentioned on the outer side of the envelope also. Please note carefully in absence of aforesaid requisite tender fee, further bids shall not be considered for opening.
- (iii) Tender document and the details specification can be obtained on any working day one day prior to the due date. The tenders duly filled in shall be dropped/ get dropped in the specified tender box up to 15.00 Hrs on the due date. Any other means of delivery shall not be accepted. No receipt of tender shall be issued in any case. The tender box shall be locked/ sealed at 15.00 Hrs on the due date and shall be opened at 15.30 Hrs on the same date.
- (iv) After publication of NIT & before the date of opening of TC bid, corrigendum/ other information (if any) shall be displayed on our official web only. The bidders are requested to remain in contact with this office or visit our web-site for any development/ clarification/ amendment issued subsequently.
- (v) CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

-sd-

(Er. S.D Telang)

Chief Engineer (S&P) CSPTCL : Raipur

**Special Instructions to bidders for submission of bid through SAP- SRM module
(e-bidding)**

The tender specification no. **TR-20/S&P/41** is to be processed through e-bidding. The bid is to be submitted online as well as offline (hard copy). Details of NIT & Tender Documents are available on our website – <http://www.cspc.co.in> & <http://ebidding.cspcl.co.in:50724/irj/portal>. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section.

Last date & time of submission of bid in hard copy and also in softcopy is 03.03.2021 upto 3.00 pm and due date & time of opening of part –I and part-II of the tender is 03.03.2021 at 3.30 pm.

Important Instructions:-

1. Please note that this tender shall be processed online as well as offline. The bidder has to submit all the documents in hard copy as per tender specifications in four envelopes. Besides above, scanned copy of following documents are to be uploaded in e-bidding portal:-
 - (a) The scanned copy of DD for tender fee.
 - (b) The scanned copy of DD for EMD/ EMD exemption.
 - (c) Schedule I-B, commercial information.
 - (d) Schedule III, Schedule for commercial deviation.
 - (e) Schedule IV, Schedule for Technical deviation.

It may please be noted that only above mentioned documents are to be uploaded in e-bidding portal and no other document is required to be submitted in e-bidding portal. The bidder shall give reply to following questions regarding above documents in e-bidding portal:-

 - (i) Whether scanned copy of tender fee DD uploaded. Yes/No
 - (ii) Whether scanned copy of DD of EMD /EMD Exemption uploaded. Yes/No
 - (iii) Whether scanned copy of Schedules of Commercial information Yes/No
 - (iv) Whether scanned copy of Schedules of Commercial deviation Yes/No
 - (v) Whether scanned copy of Schedules of Technical deviation Yes/No
2. It is not required to upload /attach scanned copy of price bid in Soft/ Hard copy. **Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e-tender)**. Rates should be quoted online & in specified fields only. Once the rates are filled, the bidders may change their rates up to the due date and time of submission of tender. After due date and time, no change on any ground whatsoever will be accepted.
3. After scrutiny of techno-commercial bid, the price bid will be opened in e-bidding system only of eligible bidders for which suitable intimation will be given to the bidders offline & through email.
4. Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.
5. CSPTCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. The bidder should submit their bid well before submission Dead line to avoid any system related problem. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.

6. Reference time for submission dead line shall be the time displayed in the portal and shall be treated as final.
7. After end of submission dead line, no alteration in the tender will be allowed by the system. However, in case of extension of due date of opening of tender, the bidders will be allowed to submit revised bid in the system.
8. CSPTCL will not accept incomplete bid.
9. The bidder must have a valid Digital Signature & SAP SRM User ID. User ID & Password from CSPTCL and Digital Signing Certificate and Digital Encryption Certificate from any recognized digital signature issuing authority are required for participation in any Tender. The bidder shall intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same. For User ID and Password for participating in the tender, the bidder shall register on line through e-bidding portal.
10. The e-bidding vendor user manual displayed on website-<http://ebidding.cspcl.co.in:50700/irj/portal> for the help of the bidders. For any further queries the bidder may contact at Helpline no. 0771-2576672/73 (EITC, CSPDCL, and Raipur)
11. The training for bidders will be on every Wednesday from 3.00 pm to 5.00 pm at office premises of Energy Info Tech Center (EITC) at Dangania, Raipur.
12. Tender shall be opened in the scheduled time as notified. If the due date of opening/submission of tender documents is declared a holiday by the Govt. or local administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days, in case the opening of all tenders is not completed on due date because of the technical constraints of system on the day of opening. It may be noted that the due date of opening/time may be altered/ extended if desired by CSPTCL without assigning any reason. However, intimation shall be available on company's tender portal/bidders email (if participation shown). The bidders are requested to keep track of the same.
13. Amendment in tender specification will be published on our website as well as in SRM system and the intimation regarding amendment in date extension will be conveyed through system generated e-mail to registered bidders only.
14. Before participating the bidder shall carefully read all the instructions and processes.
15. Tender duly completed in all respects will be accepted online up to due date & time and will be opened on the due date at specified time in the presence of tenderers or their authorized representatives. In case of authorized representative(s) they shall bring the original authorization letter with their signature attested by the tenderer.

Chief Engineer (S&P)
CSPTCL: RAIPUR

SECTION –I
SPECIAL INSTRUCTIONS TO BIDDERS

IMPORTANT: Except as otherwise provided in any subsequent modification/LOI/Order, the provision of this Section shall have effect notwithstanding anything inconsistent therewith contained in any other Schedule/ Annexure/ Clause/ Terms/ Condition of this tender document)

E-Bidding & Due date: Please note that the Tender shall be processed through e-bidding. Instruction to Bidders for submission of Bids through SAP-SRM Module (e-Bidding) are detailed in **Instructions to bidders for submission of bid through SAP-SRM module (e-bidding)**

1. The bidders are requested to go through these instructions carefully and submit the tender in e -Bidding portal and also in hard copy accordingly.

Date of submission of tender is 03.03.2021 upto 15.00 Hrs. and tender will be opened on same day at 15.30 Hrs in the Office of CE (S&P), CSPTCL, Danganiya, Raipur, through E-bidding as per the guidelines .

The Chhattisgarh State Power Transmission Company Ltd., Raipur (or any authority designated) - hereinafter called 'OWNER' or 'CSPTCL' or 'Company' - will receive bids as per the accompanying specification. All bids shall be prepared and submitted in accordance with instructions, terms and conditions stipulated in the tender.

2. **Tender Fee:** - The tender document can also be downloaded from official website of the CSPTCL (www.cspc.co.in/csptcl). In case bidder chooses to submit his offer on downloaded tender document, they will be required to deposit specified tender fee (cost of tender documents- non refundable) in form of DD in favour of Manager (RAO: HQ), CSPTCL, Raipur payable at Raipur. The bank draft shall be issued from the nationalized/ scheduled bank. **DD should be enclosed with the part I of the tender offer. In absence of tender fee, offer will not be considered for opening of price bid.**

3. **Earnest Money:-** The earnest Money in the instant tender is **Rs 1,93,710 /- (Rs. One Lac Ninety Three Thousand Seven Hundred Ten Only)** payable in the form of demand draft in favor of Manager (RAO : HQ), CSPTCL, Raipur.

The bidding is open to manufacturers only who can provide satisfactory evidence to substantiate this.

Goods & Service Tax:-The bidder should furnish valid GST registration number and certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.

4. The bidding is open to manufacturers only who can provide satisfactory evidence to substantiate this.

5. Qualifying Requirements:-

The bidder is required to furnish self attested documentary proof for having acquired following Pre Qualifying Requirement (PQR).

SN	PQR of the proposed tender TR-20/S&P/41	Documents to be submitted in support
A	Technical Experience Criteria	
1	<p>The bidder should be an Indian manufacturer having its own manufacturing unit in India</p> <p style="text-align: center;">OR</p> <p>An Indian Subsidiary of a foreign manufacturer:- An Indian Subsidiary of a foreign manufacturer of tendered item, who have established marketing setup /office & servicing facility in India.</p> <p style="text-align: center;">OR</p> <p>An authorized distributor or dealer of Indian/foreign manufacturer:- An authorized distributor or dealer of Indian / foreign manufacturer of tendered item, who have established marketing setup/office & servicing facility in India.</p>	<p>As a proof of manufacturing unit the bidder should submit self attested copy of valid NSIC/DIC certificate. In case the firm is not registered with NSIC/DIC, bidder should submit self attested copy of Factory License issued by Industries Department of State/Central Govt.</p> <p>They shall submit the self attested copy of Certificate of incorporation issued by ROC against proof of being an Indian subsidiary of a foreign manufacturer.</p> <p>(i) Copy of resolution of Board of Director of the Company for appointment of authorized signatory in case the bidder is a company registered under Companies Act; or (ii) General authorization issued with reference to the tender in favour of particular distributor/ dealer/ bidder by the manufacturer; or (iii) Letter of appointment of authorized signatory signed by the managing partner in case the bidder is a partnership firm, or (iv) Letter of appointment of authorized signatory signed by the Proprietor in case the bidder is a proprietary firm.</p>
2	Valid IS license for Dry Chemical Powder as per IS 4308 The bidder should have the valid IS license for manufacturing of Dry Chemical Powder as per IS 4308.	Self attested copy of Valid ID license.

3	<p>a) The bidder(in case the manufacturer itself is bidder) or manufacturer of the bidder(in case in which distributor/dealer of manufacturer is the bidder) should have experience of 03 year of manufacturing and supply (either direct or through distributor/dealer) of tender item to following Indian entities direct / through turnkey contractors, where order must be issued by following entities:-</p> <p>i.) Power utilities owned and controlled by Central or State Govt., Or ii.)Public Sector Undertakings, Or iii.)Govt. Organizations. as on date of NIT.</p> <p>b) Satisfactory work completion certificate for orders executed as above should be submitted,</p>	<p>(a) In support of <u>Direct supply</u>- copies of purchase order (in the name of manufacturer) and relevant MRCs (Material Receipt Certificate) issued by the entities mentioned will be submitted. The date of receipt mentioned in MRC will be treated as actual date of supply. The supply experience as on the date of issue of NIT will be counted from the aforesaid actual date of supply. In case of non-availability of MRC, commissioning certificate /_completion certificate may also be treated as proof of actual supply provided it establishes the requirements as per PQR and is issued by an officer not below the rank of Executive Engineer/Manager of the entities mentioned in clause-2 of the PQR.</p> <p><u>Supply through turnkey contracts:-</u></p> <ol style="list-style-type: none"> 1. Copies of order issued by the entities mentioned in para A(3) of PQR to the turnkey contractor(Order should be in the name of the turnkey contractor). 2. Copies of order issued by the turnkey contractor(s) to the manufacturer (bidder). 3. Copies of inspection letter and dispatch clearance issued by the entities mentioned in para A(3) of PQR to the manufacturer (bidder). 4. Copies of invoice issued by the turnkey contractor to the entities mentioned in para A(3) of PQR. 5. Copies of performance certificate issued by the entities mentioned in para A(3) of PQR towards proof of execution of order placed by the turnkey contractor to the manufacturer (bidder). <p>b) <u>Satisfactory work completion certificate</u> for orders executed as above should be submitted, signed by officer not below the rank of Executive Engineer.</p>
4	<p>The bidder (in case where the manufacturer itself is bidder) or manufacturer of the bidder (in case in which distributor/dealer of manufacturer is the bidder) should have fully functional set-up for after-sales-service of the tendered item in India.</p>	<p>A declaration issued by the bidder (in case where the manufacturer itself is bidder) or manufacturer of the bidder (in case in which distributor/dealer of manufacturer is the bidder) of tendered item to confirm that they shall ensure the availability of all spare parts required for repairing and servicing of tendered item at least 10 years after sales & supply.</p>
5	<p>The bidder should have all the type-test certificates of tendered item/materials as per tender specification issued by NABL accredited laboratory and the same shall be submitted along with the tender. The type-test certificate of tendered item/ /materials shall not be more than 5 years old on the date of issue of NIT.</p>	<p>Self attested Copy of valid type test report shall be submitted by bidder.</p>
B. Financial Experience Criteria		
1.	<p>The bidder should have Minimum Average Annual Turn Over (MAAT) for best three years</p>	<p>Statement of annual turnover (as per annexure of the tender), audited balance sheets and profit &</p>

	<p>out of last five financial years i.e. 2015-16, 2016-17, 2017-2018 , 2018-2019 & 2019-20 of Rs. 1.45 Crore.</p> <p>In case where audited balance sheet of FY 2019-20 is not available, a self-declaration of this effect countersigned by a practicing chartered accountant needs to be attached and provisional Balance Sheet for F.Y 2019-20 duly countersigned by a practicing CA shall be submitted by the bidder; in such cases audited balance sheets of financial years for FY 2014-15 to 2018-19 shall be considered evaluation purpose.</p> <p>In case bidder is a holding company, MAAT shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the MAAT shall be of subsidiary company only (excluding its holding company).</p>	<p>loss statement duly certified by Chartered Accountant. The audited balance sheets furnished should be for last five financial years (i.e. F.Y. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20).</p> <p>In case where audited balance sheet of FY 2019-20 is not available, a self-declaration of this effect countersigned by a practicing chartered accountant needs to be attached and provisional Balance Sheet for F.Y 2019-20 duly countersigned by a practicing CA shall be submitted by the bidder; in such cases audited balance sheets of financial years for FY 2014-15 to 2018-19 shall be considered for evaluation purpose.</p>
2.	<p>Net Worth of bidder for last three financial year i.e. 2017-18, 2018-19 & 2019-20 should be positive.</p> <p>Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.</p> <p>In case where audited balance sheet of FY 2019-20 is not available new worth as per audited balance sheet of previous 3 years i.e. 2016-17, 2017-18 & 2018-19 Shall be considered for above criteria and for this the bidder should submit the self declaration countersigned by CA as per clause B-1 above recording non-availability of audited balance sheet for FY 2019-20.</p>	<p>The bidder shall submit Self attested copy of Statement showing 'Net Worth' indicating assets and liability of firm duly certified by Chartered Accountant for the last three financial years i.e. 2017-18, 2018-19 & 2019-20.</p> <p>In case where audited balance sheet of FY 2019-20 is not available new worth as per audited balance sheet of previous 3 years i.e. 2016-17, 2017-18 & 2018-19 Shall be considered for above criteria and for this the bidder should submit the self declaration countersigned by CA as per clause B-1 above recording non-availability of audited balance sheet for FY 2019-20.</p>
3.	<p>The bidder shall submit self attested certificate (in original) issued by CA conforming fulfillment of following criteria:-</p> <p>a) All payment obligations (principal and/interest) on outstanding debentures have been discharged and no such payment which was due on 30.09.2020 is outstanding/overdue.</p> <p>b) The Company is presently not in default in payment of any bank loan/interest for more than three months or any loan account of the bidder has not been classified as NPA (Non Performing Asset) by the creditor/lending bank as on date of submission issue of NIT.</p>	<p>The bidder shall submit Self attested certificate (in original) issued by CA.</p>
4.	<p>The bidder shall give following self attested declaration that:-</p>	<p>A declaration in this regard shall be furnished by the bidder.</p>

	<p>a) The bidder should not be debarred/black listed by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/ Public utility as on the date of issue of NIT.</p> <p>However, the bid may not be considered for further processing in following cases also:</p> <p>i) If bidder is debarred/blacklisted by Bank/state Govt./Central Govt./State PSU/CPSU/SEB /public utility up to date of opening of price bid of the instant tender</p> <p>ii) If a case comes to notice regarding submission of forged/fake document in any other tender under process in CSPTCL up to date of opening of price bid of the instant tender.</p> <p>b) Any sum of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with this requirement shall not be opened.</p> <p>c) All the documents/ statements/ attachments/information submitted by the bidder in proof of the qualifying requirements must be authentic/genuine/correct and in case, any of the said documents/statements/attachments/information is found to be false /fake/misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provision of the tender.</p>	<p>Self attested declaration shall be furnished by the bidder:-</p> <p>(Name of bidder)M/sis not debarred/black listed by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/ Public utility as on the date of issue of NIT.</p> <p>A self attested declaration in this regard shall be furnished by the bidder.</p> <p>A self attested declaration in this regard shall be furnished by the bidder.</p>
5.	<p>The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule VIII on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 02 years or the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing.</p>	<p>The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule VIII on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder.</p>

- 6) The DCP Gun Type Fire Extinguisher to be offered on FIRM PRICE basis.
- 7) **It is not required to upload /attach scanned copy of price in soft/hard copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e- bidding portal). The prices should be quoted through SAP SRM system should indicating unit ex-works price inclusive of packing & forwarding charges, GST, freight charges & any other charges should be quoted separately. The freight shall also be on FIRM basis.**
- 8) It will be presumed that the bidder has taken utmost care while quoting ex-works unit rates and tax rates in the price bid, which shall be considered as base for computation of total prices. However, in case of any arithmetical mistakes/errors in calculation for arriving at total FORD rate, arithmetic corrections shall be made as per the quoted basic rate/ tax rate

for the purpose of computation to decide the relative position of bidder. However, for placement of order lower of the two values will be considered.

- 10) The tender offers of those Bidders, who do not agree to CSPTCL's payments terms, security deposit clause, penalty clause, performance guarantee clause shall be liable for rejection.
- 11) The tender document shall be available for sale in the Office of CE (S&P), CSPTCL on payment of the cost of tender document through demand draft on all working days up to one day prior to the due date of opening. The tender document shall also be displayed in CSPTCL's website i.e. www.cspc.co.in and bidders may download the tender from the website directly. In such case, the payment of cost of tender document shall be made through demand draft along with the tender. The details are given in clause No. 5 of Section-I (General Instruction to bidders).
- 12) The Company reserves the right to reject any or all tenders or accept any tender in full or part, considered advantageous to the C.S. Power Transmission Co. Ltd., whether, it is lowest or not without assigning any reason whatsoever.
- 13) **The bidder should ensure following points in order to avoid rejection of tender:-**
 - i) DD towards EMD **OR self attested** proof of exemption valid on due date of opening is to be submitted in envelope –I. Please note that in case of exemption claimed from EMD by the SSI units registered under NSIC/ DIC, the copy of certificate issued by concerned authority along with enclosures, in which name of materials for which certificate has been issued should also be furnished. The name of material under tender should appear in this list. Further, the copy of certificate (each page) should bear original signature of the bidder. In case of non compliance of above instructions, tender shall be liable for rejection.
The bidder should furnish valid GST registration number and certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.
 - ii) DD toward tender document cost, in case tender has been downloaded from our website, is also to be placed inside envelope-I. In case of non compliance of above instructions tender shall be liable for rejection.
 - iii) Techno-Commercial Bid is to be submitted inside envelope II.
14. **INTEGRITY PACT:** - The bidder shall have to submit pre-contract integrity pact in the format enclosed as **Schedule-VIII** on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder along with the Techno-Commercial bid.
15. **“EXTREMELY IMPORTANT , (Bidders to note this to avoid rejection of the bid)**

Attention of bidder is drawn to the fact that all the documents required as per tender are submitted along with bid on or before due date of tender. The bid submission date is cut-off date of submission of all the documents required as per tender and every bidder must adhere to this dead line.

However, if any short coming is observed during scrutiny of TC bid, CSPTCL reserves the right to seek required clarifications/documents from bidder giving them only one chance to submit required documents/ clarification/ confirmations within specified time line.

It may also be noted that if a bidder has quoted 'NIL' deviations in Schedule IV (deviation technical specifications / condition and Schedule III (deviation commercial conditions) this will have an overriding effect on any other condition noted as deviations elsewhere in the bid.

SECTION-II
GENERAL TERMS & CONDITIONS OF THE TENDER

1. SCOPE :-

The tender specifications shall cover supply of tendered items as per the technical specifications mentioned in Section-II of the tender document.

2.1 ACCEPTANCE OF OFFERS:-

While the Bidders may make all out efforts to offer for the complete scope of tender, they may please note that the CSPTCL reserves the right to split the tender into different lots towards supply.

Bidders are advised to go through the contents of specific requirement for standard conditions very carefully and in absence of non-compliance/lapse, responsibility for the same will rest on Bidders.

2.2 CRITERIA FOR PLACEMENT OF ORDER: -

The entire quantity shall preferably be procured from the lowest bidder. However, in case entire quantity cannot be allocated to L-1 bidder either due to not quoting full quantity or limitation of his manufacturing capacity within the delivery period is less than the tendered quantity; balance quantity will be procured from next lowest bidder(s) in line on L-1 rate on counter offer basis.

3. Extension Order:

The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of material within six months from date of order on the same rates and terms & conditions. Accordingly offered prices should be taken into account for these requirements.

For procurement of singular quantity of material/equipments the extension order clause shall be applicable for 100% additional quantity.

4. Price reduction clause:-

In case a fresh tender is issued for the same item before completion of supply against extension order and lower rates are received in the fresh tender. The lower rates received in the fresh tender shall be applicable to the quantity of extension order balance to be supplied also.

5. OFFERS:-The offer for equipments/materials is required to be submitted in duplicate in separate sealed envelopes for which following details may be noted:-

5.1 Part-I: EARNEST MONEY DEPOSIT: Please note that techno-commercial bid of tender will not be opened if earnest money is not deposited in form of demand draft for the value mentioned in tender clause No. 3 of "SPECIAL INSTRUCTIONS TO BIDDERS" in the tender, unless exempted by the CSPTCL.

The following are exempted from payment of EMD:-

- i) SSI units of Chhattisgarh state permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender. Copy of certificate duly self attested should be submitted.
- ii) Small scale units registered with NSIC: - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender shall be liable for rejection. Incomplete certificate should

not be submitted. The list of items for which certificate is valid should also be furnished and name of item under tender should appear in this list failing which tender shall be liable for rejection.

- iii) Fully owned State Govt. /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence duly self attested must be furnished with offer.
- iv) Self attested copy of the NSIC/ SSI registration certificate for the tendered item should be furnished with the offer. In case of not having self attested photocopy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.
- v) It has been noticed that some bidders submit photocopy of a certificate. This is not acceptable. The photocopy of valid NSIC certificate should be self attested (i.e copies attested by authorized signatory of the tender) failing which tender shall be liable for rejection.
- vi) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.
- vii) **The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted.**

In case the bidder withdraws his offer during the validity period or after placement of order, the Earnest Money shall be forfeited. EMD of unsuccessful bidders shall be returned on placement of order. EMD of bidder on whom order is placed shall be returned on acceptance of security deposit. No interest shall be paid on the EMD amount.

5.2 Part - II (A) :- TECHNICAL BID:

5.2.1 In this part of bid, Bidder will have to furnish confirmation in regard to all our Technical requirements. The bid should clearly describe various technical particulars, as per details given in this specification. Also along with above information all details required in various schedules should be furnished so that the purchaser may be able to examine whether the offer submitted is technically acceptable or not. All relevant technical schedules viz. Guaranteed Technical Particulars, technical deviation etc shall be submitted with the bid.

The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule-VIII on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder along with the Techno-Commercial bid.

5.2.2 COMPLETENESS OF EQUIPMENT AND BOUGHT OUT ITEMS: -

The Bidders must furnish the following information along with technical bid.

- i) The responsibility for obtaining timely supplies of bought out items will rest on the Bidder and only on this basis, delivery period will be offered in the tender.
- ii) It may be noted in the case of damages/shortages due to improper packing or any other negligence, replacement shall be arranged within one month's time. If this is not done, date of delivery of such accessory will be treated as date of delivery

of main equipment and full penalty shall be recoverable from the Bidder on total cost of the material.

- iii) For bought out items, responsibility for guarantee and obtaining immediate replacement in case any defects are noticed and in case defective supply of any item is reported will rest on the Bidder.
 - iv) In case for attending to defect in any equipment or inspection/replacement of the equipment, which may be bought out item for the Bidder; services of engineer of original manufacturer is required, the same will be organised on immediate basis by the Bidder at his cost.
- 5.2.3 It would be obligatory on the part of Bidder to enclose a schedule of Technical deviation in Schedule IV in case there are any deviations from our technical requirement. **Even if no deviations are involved, a separate schedule of deviation for technical particulars should be enclosed wherein a certificate may be recorded that there are no deviations from all our technical requirements.** In the event of non-compliance of this instruction, it may be noted that the CSPTCL reserves the right to reject all such offers without assigning any reason or without making any correspondence for obtaining any clarification.

5.3 Part - II (B) COMMERCIAL BID:

This bid should clearly spell confirmation in regard to various commercial terms and conditions for supply. Basis of price, acceptance of various important terms and conditions for supply and questionnaire for commercial terms and conditions for supply duly filled in, will form part of commercial bid. All commercial schedules viz. commercial terms & conditions, commercial deviations, bidder's experience, details plan of manufacturing & testing shall be furnished with this bid.

It may please be noted that it is obligatory on the part of Bidder to comply with all our commercial terms and conditions. In particular, **specific confirmation towards acceptance of following commercial terms and conditions should be furnished in the tender.**

- 5.3.1 **PRICES & Taxes:-** The prices offered should be valid for 180 days from due date of tender in Indian Rupees only. Quoted prices for DCP Gun Type Fire Extinguisher should be FIRM prices.

It is not required to upload /attach scanned copy of price in soft copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e- bidding portal). The prices should be quoted through SAP SRM system should indicating unit ex-works price inclusive of packing & forwarding charges, GST, freight charges & any other charges should be quoted separately. The freight shall be on FIRM basis. It may please be noted that only statutory variations due to Govt. Regulation in the rate of GST shall be permitted by CSPTCL only within contractual delivery schedule. In case supplies against the contract are affected late i.e. beyond contractual delivery period and rate of GST undergoes upward revision the payment will continue to be made only on the basis of rates prevailing during the contractual delivery period. However, in case the rate of statutory levies undergoes downwards revision than the delayed supplies beyond contractual delivery period will attract reduced rate of levies/ GST.

The following clause regarding price variation shall be applicable:-

5.3.2 Terms of payment:

100% payment along with all taxes and duties shall be made on production of necessary documents along with material receipt certificate (MRC) from our consignee normally within 30 days time.

The supplier should submit original Material Receipt Certificate issued by the Area Stores along with copies of bill and other necessary documents to Manager (Bills) O/o ED (Finance), CSPTCL for arranging payment.

5.3.3 Delivery period:

The 100% quantity of order materials should be delivered within **3 months** from the date of order. However if required the delivery may be advanced / deferred by CSPTCL.

The time and date of delivery of the stores stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order, the CSPTCL shall either:-

- (i) Recover from the supplier as agreed Penalty /liquidated damages at the rate mentioned in “Penalty” clause.
- (ii) Purchase elsewhere on account and at the risk of the supplier, the stores not delivered or other of similar description or;
- (iii) Cancel the contract.

5.3.4 Penalty:

The time for and the date of delivery of the material stipulated in the order shall be deemed the essence of the contract. In case of delay in execution or non-execution of the order, the CSPTCL at its option shall recover from the supplier/contractor as agreed towards liquidated damages a sum of ½ % of the total price of any stores not delivered per week or part thereof up to a maximum of 10%.

For this purpose date of offer (**date of readiness of material for inspection shall be treated as date of offer**) for inspection of material in the O/o CE (S&P) shall be considered as the date of delivery subject to condition that:-

- i) The intimation of readiness of material in respect of each lot should be made atleast 15 days in advance from the scheduled date of completion of supply.
- ii) Material should be delivered at stores within 21 days from issue of dispatch clearance. Please note that in case material is not received within 21 days from date of issue of dispatch instructions even though the delivery period exists penalty shall be imposed on delay of dispatch.

The inspection offer, apart from postal/courier service shall be invariably **Faxed/E-mailed** to the CE (S&P) ,CSPTCL,Raipur so that ambiguity does not arises for date of offer. In case the inspection offer is not received in the O/o CE (S&P), CSPTCL, Raipur through Fax/E-mail the date of receipt of offer letter shall be taken as date of offer for inspection

5.3.5 Guarantee period:

Equipments offered and associated accessories covered under the tender shall be guaranteed for performance and quality for a period of 30 months from the date of supply in Store or 24 months from date of commissioning whichever is earlier.

In case any defect in the equipment/material is found within guarantee period, the same will be replaced /repaired by you on free of cost basis. The replacement/repairing will have to be organized by you expeditiously and in any case within one month's time.

If for the purpose of replacement/repairs, the equipment/material is required to be dispatched to your works, all charges towards transportation/insurance/ packing/ forwarding will have to be paid by you for to and fro dispatches. In this connection, please note that the following additional conditions will also be applicable in case any damages/defects are noticed in the equipments or its accessories supplied by you.

- (i) If the material develops defect within guarantee period after installation at site, for the purpose of replacement/repairs & if the same is dismantled and taken out by us. In such cases actual cost of dismantling and replacement of the equipment/material will also be recoverable from you.
- (ii) In case it is observed that replacement/repairs of equipments or its accessories is not being provided to us within one month time from date of report of defect to you and proper response is not received from you, then apart from operating clause of penalty (which provides for imposition of penalty/liquidated damages, risk purchase at your cost and cancellation of contract) the CSPTCL may also take suitable penal action against you which may include debarring you from all future business with the CSPTCL for a period which will be at the discretion of the CSPTCL.
- (iii) In case of replacement of material due to failure within guarantee period, the guarantee shall automatically get extended. In such case, the material shall be guaranteed as per the terms of guarantee with the commencement date of guarantee from the date on which replaced material has been received.

5.3.6 Security Deposit:-The supplier has to submit the security deposit in form of Demand Draft / Bank Guarantee for value of order as indicated below to cover performance guarantee period for supply of equipments covered in this specification.

- (i) All the outside state units shall be required to pay security deposit @10% of ordered value.
- (ii) The SSI units of CG having annual business above Rs.50.00 Lacs shall be required to pay Security deposit @7.5% of the value of order subjected to maximum Rs. 10.00 lacs (Rs. Ten lac only)
- (iii) In case of SSI units of CG whose annual business is up to Rs.50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of order subject to maximum of Rs. 20,000/- (Rupee Twenty thousand only).

In support of annual business of SSI units of CG, the certificate of chartered Accountant duly notarized should be furnished. **The bank guarantee shall be submitted within 30 days from the date of order and shall be kept valid for guarantee period exceeding claim period of 6 months.** The bank guarantee shall be submitted on stamp paper worth Rs.250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act and shall be from a Nationalized/ Scheduled Bank in the prescribed form of CSPTCL. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the supplier the security deposit shall be forfeited.

5.3.7 Transit risk:

- a) Responsibility regarding covering of risk, during transit of material shall entirely be on the supplier. The CSPTCL, shall in any case, not bear the transit risk/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 the 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 extra cost and without waiting for the settlement of the claim.
- d) Replacement of goods lost/ broken or damaged including loss 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 / received by the CSPTCL at its stores or 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 supplier/carrier with necessary documents of the same with carriers at supplier's end.

5.3.8 Deviations:

It would be obligatory on the part of the Bidder to enclose a separate schedule of deviation, if there are any deviations from our commercial terms/conditions. Even if no deviations are involved, **a separate schedule of deviation for commercial conditions should be enclosed wherein a certificate may be recorded that there are 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.

5.3.9 Unsatisfactory performance:

The bidder who has supplied material earlier in CSPTCL and which has been found to be defective / not rendering satisfactory service within guarantee period and has not been replaced in the stipulated period shall not be considered for opening of price bid. (The cases reported as on date of NIT shall be considered).

5.3.10 Price bid:

Price bid shall include submission of details of prices as per Schedule-I. **It is not required to upload /attach scanned copy of price in soft /hard copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e- bidding portal).** The prices should be quoted through SAP SRM system should indicating unit ex-works price inclusive of packing & forwarding charges, GST, freight charges & any other charges should be quoted separately. However, the delivery schedule offered by bidder should be indicated in Part – II B “Commercial Bid”. In case of any discrepancy is found suitable loading on prices will be considered for which responsibility will rest on the Bidder.

6. Submission of offers:-

The Bidders should submit their bids in three envelopes as under:-

- (i) **Envelope - I :-** (To contain Part-I of the tender document) This envelope should contain a covering letter with earnest money or earnest money exemption certificate as detailed in clause (4.1). The cover of the envelope should be suitably super scribed with the details of earnest money and tender number. The envelope should be sealed properly. **The bidder should furnish valid GST registration number & certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.**

In case the tender document is downloaded from CSPTCL's Website the required cost of tender document in the form of MICR DD drawn in favour of Manager (RAO-HQ), CSPTCL, Raipur should also be kept inside this Envelope.

Please note that the tender shall be liable for rejection if

- i) EMD as per tender specification / proof in support of exemption of EMD as per clause 4.1 is not found inside the envelope
and
- ii) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.
- (ii) **Envelope - II :-** (To contain Part-II of the tender document) This envelope should contain the Technical Bid and commercial bid complete in all respects along with **un-priced** bid, in duplicate & Integrity pact as per proforma in Schedule -VIII.
- (iii) **Envelope - III: -** This large envelope should contain all the above two envelopes. A certificate in the following format should be recorded on main envelope itself.

**TENDER SPECIFICATION No. TR-20/S&P/41 DUE FOR OPENING ON
03.03.2021 SUPPLY OF DCP GUN TYPE FIRE EXTINGUISHER**

THIS ENVELOPE CONTAINS THREE ENVELOPES FOR:-

1. Envelop-I- Part – I of tender document i.e. Earnest Money Deposit, **GST registration certificate** & cost of tender document, if downloaded.
2. Envelop-II- Part – II A i.e. Technical bid, Integrity pact as per proforma in **Schedule-VIII** & Part– II B i.e. Commercial Bid

To,

**The Chief Engineer (Store & Purchase),
C.S. Power Transmission Co. Ltd.,
Danganiya, RAIPUR (C.G.) 492 013**

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

1	PAYMENT TERMS	AGREED
2	SECURITY DEPOSIT	AGREED

3	PENALTY	AGREED
4	PERFORMANCE GUARANTEE	AGREED
5	TECHNICAL SPECIFICATION	IT IS CERTIFIED THAT THE MATERIAL OFFERED BY US IS STRICTLY AS PER TECHNICAL SPECIFICATION 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.

Sign & Seal of Bidder

Tenders being submitted must be signed by a person holding a power of attorney authorizing him to do so. The self attested copy of power of attorney should be furnished. Tenders submitted on behalf of company registered under Indian Companies Act shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by self attested copy of resolution / abstract of Article of Association/ special or general power of attorney.

7. Opening of tenders:

Part - I i.e. the envelop for Tender Cost (if downloaded), Earnest Money & GST registration certificate shall be first opened on the due date & time. Part-II i.e. "Technical & Commercial Bid" will be opened thereafter on the same day in respect of the bidders **whose GST registration certificate is attached, EMD are found to be as per tender specification and tender cost is found to be as per tender**. These bids will be scrutinized and then we will take decision regarding opening of price bid in respect of successful Bidders. For the purpose of opening of price bid, a notice of not less than 7 days shall be given to the Bidders so that they may depute their representative for attending price bid opening. It may be mentioned that period of 7 days will be counted from the date of issue of fax intimation by us. Such intimation shall be given within a reasonable period from the date of opening of commercial and technical bids, and after its scrutiny. **Only authorized representatives possessing necessary authority letter from the Bidder shall be allowed to participate in the tender.**

8. Compliance with other conditions:-

Although all other conditions have clearly been spelt out in the tender document, it is once again brought to the notice of Bidder that they should go through our tender document carefully and comply all other conditions also, like furnishing of type test report, furnishing of list of past supplies, performance certificate, profit and loss account, balance sheet etc., furnishing of drawing and write up for the manufacturing process. In the nut shell, the offer at the time of submission of Technical and Commercial bid itself should be complete in all respects. It should not be expected that in case of lack of any information, the CSPTCL will make any correspondence with the Bidder. The documents and details as called for in the tender must be submitted without making any reference to submission of such certificate against past order, tender or past experience of supplies with the Board/CSPTCL etc. All tenders wherein these

conditions are not complied with may run the risk of rejection without correspondence from our side.

9. **Change of quantity:**

The CSPTCL reserves the right to vary the quantities of any or all the items as specified in the technical specifications/schedules as may be necessary based on requirement. No correspondence shall be entered into regarding quantity variation.

10. **Inspection:**

- a) The CSPTCL shall have access at all times to the works and all other places of manufacture where the equipments/ material are being manufactured and the supplier shall provide all facilities for unrestricted inspection of the suppliers works, raw material, manufacture of all the accessories and for conducting necessary tests as detailed herein.
- b) The successful supplier shall keep the purchaser informed in advance of the time of starting and of the progress of manufacture of equipment in various stages so that arrangements could be made for inspection.
- c) No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested by the CSPTCL's representative.
- d) The acceptance of any quantity of equipment/ material shall in no way relieve the successful supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipments are later found to be defective.
- e) The readiness of material for inspection should be intimated to O/o the CE (S&P), CSPTCL at least 15 days in advance so that Inspector can be deputed on scheduled date. In case material is not found ready on the intimated date of readiness, the CSPTCL reserves the right to recover from the supplier the charges.
- f) **Random testing:**
 - a) The CSPTCL's authorized Inspector shall test the samples selected at random from the material offered for inspection and tests as per relevant ISS/IEC standards shall be conducted at their works on the randomly selected samples. In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection .
 - b) However, inspection of material before dispatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the tender specification.
 - c) If required, the Company may at its option test the samples selected at random from the supplies affected and/or may get the selected samples tested for acceptance / type test as per relevant ISS and Technical specifications at any standard laboratories as deemed fit e.g. CPRI, ERDA etc.
 - i) If the sample passes the test, charges towards testing & transportation shall be borne by CSPTCL & the lot shall be accepted.
 - ii) In case, the samples fail the required tests, supplier will be required to bear all the charges including transportation and taxes etc paid to standard laboratories e.g. CPRI, ERDA etc. towards conducting the tests

and the entire lot will be liable for rejection. The supplier will have to replace/repair the whole rejected lot at his own cost.

- iii) The replaced material, at CSPTCL's option shall be tested for acceptance tests in the Govt. standard laboratory as deemed fit on terms & conditions similar to first testing. If the sample passes the required test, the lot shall be accepted. The charges required for getting the tests conducted shall be borne by CSPTCL. If the sample again fails, the lot shall be rejected & the charges required for getting the tests conducted shall be borne by the supplier and action as per provision of contract shall be taken.

g) Stage inspection:-The CSPTCL reserves the right to carryout stage inspection during manufacture. The inspection will include verification of all raw materials, construction practice, quality control process and inspection of equipment before final assembly. Bidders will have to confirm that they will render all assistance for this purpose.

11. **False inspection call:** In case, the material is not offered for inspection on the date of inspection offered by the firm, due to any reason the firm shall be required to remit a sum of Rs.50,000/- or actual expenditure incurred in the visit of the inspector whichever is more.

12. Quality assurance plan:

The supplier shall invariably furnish following information along with his offer, failing which the offer shall be liable for rejection. Information shall be separately given for individual type of equipment offered.

(a) Statements giving list of important raw materials, name of sub-suppliers for the raw material, list of standards according to which the raw material are tested, list of tests normally carried out on raw material in presence of suppliers representative, copies of test certificates.

(b) Information and copies of test certificates as in (a) above in respect of bought out items.

(c) List of manufacturing facilities available.

(d) Level of automation achieved and list of areas where manual processing exists.

(e) List of areas in manufacturing process where stage inspections are normally carried out for quality control and details of such tests and inspections.

(f) Special features provided in the equipment to make it maintenance free.

(g) List of testing equipment available with the supplier for final testing of equipment specified and test plan limitation, if any, vis-à-vis the type/ special acceptance and routine test specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviations from specified test requirements.

13. Test certificate:

The bidder should have all the type test certificates of tendered item/ materials as per relevant standards i.e. ISS/ IEC carried out at & issued by NABL accredited laboratory. Self attested copy of test reports shall be submitted along with the tender. ***The type test certificate of tendered item/ materials shall not be more than five years old as on the***

date of issue of NIT. Without required type test certificate the offer shall be liable for rejection.

14. **Pool rate / Cartel:**

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

Quoting same rates i.e. pool rate is not acceptable. In case the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be out rightly rejected. 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.

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

15. **Amendment in specifications:**

CSPTCL 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 bidders as amendment/ addendum to the invitation of tender and the same will be displayed in CSPTCL's website also.

16. **Telex/ telegraphic/ fax bids:** Telex/ telegraphic/ fax offers will not be considered under any circumstances.

17. **Lump sum based bids:**

In case prices for some items or all items are given as lump sum, instead of unit prices as required in the tender specifications, CSPTCL can summarily reject such incomplete tender.

18. **Printed terms & conditions in bids:**

Supplier's printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.

19. **Alterations/ correction in bids:**

No alternations in the tender document will be permitted.

20. **Incomplete bids:**

Tender which is incomplete or obscure is liable for rejection.

21. **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 Company, may be taken without any reference to the tender.

22. 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. Bidders 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 events, otherwise, that is, when a bidder does not comply, tender will be rejected.

23. Language of bids:

All tenders should be made either in English, or in Hindi only.

24. Canvassing of bids: Tenders shall be deemed to be under consideration, after opening of tender/ bid till placement of order. During this period, the bidders 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 CSPTCL's personnel or representative.

25. Cancellation of order:

25.1 The company may upon written notice of default, terminate contract in the circumstances detailed here under:

- a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
- b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- c) If as a result of stage inspection, it is revealed that material and / or workmanship is substandard, which is likely to affect the performance of the finished product, a notice would be served by the Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

25.2 In the event of such termination, the CSPTCL shall exercise its discretionary power as:

- (a) To recover from the supplier the agreed liquidated damages as given in the clause No. 4.3.4 above.

Or

- (b) To purchase form elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.

Or

- (c) To cancel the contract reserving Company right to recover damages.

25.3 Notwithstanding that the power under clause (25.2 a, b & c) referred to above, are in addition to the rights and remedy available to the Company under the general law of India relating to contract.

25.4 In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under clause 25.2 (a) or (b) above, the supplier

- shall be liable to pay for any loss, which the Company may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.
- 25.5 The decision of the CSPTCL shall be final regarding the acceptability of the stores supplied by the supplier and the Company shall not be required to give any reasons in writing or otherwise at any time for the rejection of the stores/ material.
- 25.6 In the event Company does not terminate the order as provided in clause 25.1 & 25.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the CSPTCL for liquidated damages for the delay as per clause 4.3.4 until supplies are accepted.
26. **Offered quantity:**
It is obligatory to offer full tendered quantity of DCP Gun Type Fire Extinguisher as mentioned in Schedule of Price & Quantity.
27. The bidders will have to supply the materials strictly as per specification of this tender and accordingly rates should be quoted.
28. All schedules are to be submitted by the bidder along with the tender document duly filled-in and signed.
29. **The material shall be tested in Laboratory of the bidder having all facilities available for conducting all the tests as prescribed in relevant IS with valid calibration certificate. The materials shall be tested either in their laboratory or in any Govt. approved laboratory as per requirement of CSPTCL. In this context the decision of CSPTCL is full & final. The testing charges whatsoever shall be to the Bidder's account. It may be mentioned here that CSPTCL reserves the right to get the materials tested at its discretion in any laboratory at the cost of bidder.**
30. **WEIGHTMENT:** The bidder is exclusively responsible for any loss in the transit. The weightment shall be witnessed by the consignee at the time of taking delivery of materials at various destinations. The weight recorded in the materials receipt certificate issued by the consignee shall be final.
31. **TRANSPORTATION:** The bidders are required to quote transportation / Freight charges through trailer / trucks in respect of tendered item.
32. **Arbitration:**
If at any time, any question, dispute or difference, whatsoever shall arise between the Purchase and the supplier, upon or in relation to or in connection with the Contract, either party may forth with 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 Purchase and the other to be nominated by the supplier 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 there under

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.

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

33. 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 from where the order has been placed and not in any other court or tribunal.

- 34. Limitation of Liability :-** Except in cases of gross negligence or wilful misconduct, The contractor and CSPTCL shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay liquidated damages to the CSPTCL

A N D

The aggregate liability of the contractor to CSPTCL, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipments, or to any obligation of the contractor to indemnify CSPTCL with respect to patent infringement.

35. COMPLETENESS OF EQUIPMENT: -

The Equipment/Material shall be complete in every respect with all minor fittings, solid chemical and accessories etc. even though those may not be specifically mentioned in the purchaser's specification or the bidders offer. The bidder shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic Equipment/Material even though not specifically mentioned in the specification or the offer.

If any minor accessory and quantity of solid chemical has not been stipulated but is essentially required for satisfactory operation of the Equipment/Material, the same shall be deemed to have been included in the prices and shall be supplied by the successful bidder without any extra cost. **An undertaking will also be required to be given as per Schedule-IX enclosed in this respect.**

**Chief Engineer (S&P)
CSPTCL: Raipur**

SECTION-III
TECHNICAL SPECIFICATIONS OF DCP GUN TYPE FIRE EXTINGUISHER

Bill OF MATERIAL:

1. Dry Chemical Powder Gun Type (Trolley Type 25 kg capacity), fire extinguisher

Each set Consisting of:

- | | | |
|----|---|--------|
| A) | Dry Chemical Powder Gun capable of discharging powder, controlled by ON/OFF Lever | -1 No. |
| B) | SS Powder Container with trolley capacity 25 kg | -1 No. |
| C) | Connecting hoses | -1 set |
| D) | Twin output regulator | -1 No. |
| E) | Dry Chemical Powder | -25kg |
| F) | Air cylinder : | -2 Nos |
| G) | Accessories | |
| | i)Tool kit | -1 set |
| | ii) Consumable Spares like O ring, Seal Kit for 2 years operation | -1 set |
| | iii)Hood, Gloves and flame resistant shirt and trouser | -1 set |

THE SET SHALL CONSIST OF THE FOLLOWING:**1. DRY CHEMICAL POWDER GUN:**

It should be able to expel dry chemical powder mixed with air, at the rate of 0.5 to 0.7 kg/sec in continuous flow, controlled by on/off lever. This Dry Chemical Powder Gun is to be aimed at the seat of fire to kill and extinguish fire. **The DRY CHEMICAL POWDER GUN is low pressure equipment.** The high speed powder jet mixed and homogenized with air should exit from the end of the **DRY CHEMICAL POWDER GUN.**

The functional parts of the **DRY CHEMICAL POWDER GUN** should be made out of stainless steel or from top quality non corrosive material.

LENGTH SHALL BE LESS THAN 600 MM & WEIGHT SHALL BE LESS THAN 4.5 KGS.

2. DRY CHEMICAL POWDER CONTAINER AND TROLLEY:**2.1. DRY CHEMICAL POWDER CONTAINER**

- a) **The Dry Chemical powder container should be of 25 kg capacity and fitted with Neck ring, Filler cap, release valve, safety valve, pressure gauge, drain and intel & outlet connection.** The container should be made out of Stainless Steel 316 grade, minimum 2.5 mm thick.
- b) Working pressure shall be 7 to 15 BAR, & tested at 30 BAR Hydraulic Pressure. Safety to be set at 15.5 BAR to 16 BARS

2.2. Trolley

The Dry Chemical Powder Container is to be mounted on convenient and appropriate 2 wheeled trolley which also should accommodate Air Cylinder.

3. AIR PRESSURE REGULATOR

This constant output regulator made from S.S. or nickel coated Brass is to be fitted to Air Cylinder.

The Regulator should have two fixed outputs, each of 7 to 15 BAR

- One output should go to Air Chamber side of GUN via connecting hoses.
- 2nd output of 7 to 15 BAR should go to powder container thereby forcing powder out to Powder Chamber side of GUN.

4. CONNECTING HOSES

Connecting hoses of 05 Mtrs. Minimum lengths are to be provided.

- One hose for Regulator to Powder GUN for carrying air. The hose should be as per SAE R1AT or equivalent, working pressure minimum 30 BAR and Dia of Hose shall be minimum 8 mm.
- Second Hose for Powder container to Powder chamber side of Dry Chemical Powder GUN. The hose should be as per SAE R1AT or equivalent, working pressure 30 Bar minimum and Dia of hose shall be 19 mm minimum.

5. DRY CHEMICAL POWDER FOR FIGHTING B & C CLASS FIRES CONFORM TO IS 4308

The Dry Powder used shall be potassium bi carbonate based 90% and should conform to IS 4308.

6. AIR CYLINDER:

The powdering source for Dry Chemical Powder extinguisher gun should be compressed air cylinder, approved by CCE, Nagpur (now PESO, Nagpur). Capacity of air cylinder should be 1800lts minimum at 200 bar/300bar pressure.

7. PERFORMANCE PARAMETERS:

- 7.1. **Throw-** i) Vertical Throw (No wind condition)- 10 Mtrs
ii) Horizontal throw (No wind condition)- 16 Mtrs
- 7.2. Rate of discharge of extinguisher agent: 0.5 to 0.7 kg/sec.
- 7.3. Fire Rating
- 7.3.1 Should have Type I B (Class B Fire Rating): as per EN 1866-1:2007-10 Table 9 & Table 10- Types of B Fires, Clause 8.2.2 (Class B fire tests), and EN 3-7:2007-10, Annex I, and Clause I.3.

SET UP:

- i) One 233 B Tray containing 156 lts of fuel over 77 lts of water
- ii) One 21 B Trays containing 14 lts of fuel over 7 lts of water.

The Tray is kept adjacent to 233 B Tray.

- 7.3.2 Should have minimum 13 A (Class A Fire Rating), -
SET UP: as per EN 3-7:2007-10, Annex I, Clause I.2-Class A Fire Test

8. CERTIFICATES TO BE SUBMITTED ALONGWITH THE OFFER

- 8.1. Operating and Performance Parameters throw discharge, working pressure.
- 8.2. Fire Performance Test Certificate Type I B, for B Class Fires as per EN 1866-1:2007-10, Table 9 & Table 10- Types of B Fires, Clause 8.2.2 (Class B fire tests), and EN 3-7:2004+A1:2007(E), Annex I, and Clause I.3.
- 8.3. Fire Performance Test 13 A (minimum), for A Class Fires as per EN 3-7:2004+A1:2007(E), Annex I, Clause I.2-Class A Fire Test

Certificate for all above tests from any one of the following laboratories/Institutions, as under, should be submitted alongwith the Offer.

- i) Fire Test & Research Laboratory – a unit of Institution of Fire Engineers (India).
- ii) Fire Research Laboratory of CBRI, Roorkee.
- iii) Centre for Fire Explosive and Environment Safety, New Delhi.

Certificates/Documents Required At the time of Supply:

1. Hydraulic Test of Dry Powder container (From Manufacturer).
2. Test certificate for hoses.
3. Test Certificate for material of construction of Powder Gun and Powder Container.
4. Copy of valid BIS license for Dry Chemical Powder.
5. CCE Certificate (now PESO certificate) for Air Cylinders.
6. Bill of Material.

GUARANTEED TECHNICAL PARTICULARS - Offered by Bidders

Bill OF MATERIAL for Dry Chemical Powder Gun Type (Trolley Type 25 kg capacity), fire extinguisher --- **Offered by Bidders**

GUARANTEED TECHNICAL PARTICULARS

1. **DRY CHEMICAL POWDER CONTAINER AND TROLLEY**
2. **AIR PRESSURE REGULATOR**
3. **CONNECTING HOSES**
4. **DRY CHEMICAL POWDER FOR FIGHTING B & C CLASS FIRES CONFORM TO IS 4308**
5. **AIR CYLINDER**
6. **PERFORMANCE PARAMETERS etc**

TENDER NO. TR-20/S&P/41
SCHEDULE-I
SCHEDULE OF PRICE & QUANTITY

S N	Particulars	Qty. (In No.)	Qty offered by bidder (In No.)	Unit Ex- works price inclusive of packing forwarding charges Per No. (In Rs.)	GST on Ex works @ ----- % (In Rs.)	Unit Freight in Rs. (In Rs.)	GST on Freight @ _____ _% (In Rs.)	Other charges (In Rs.)	Total FOR dest. Unit Price in Rs. inclusive of packing & forwarding, freight & GST	Total Amou nt in Rs.(4* 10)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>
1	DCP Gun Type Fire Extinguisher	46								

- NOTE: 1. The prices offered should be on Firm rate basis.
2. Any statutory variation due to Govt. regulations within contractual delivery period shall be borne by CSPTCL.

Signature of the authorised signatory with seal

SCHEDULE - I -A**COMMERCIAL QUESTIONNAIRE**

1	Name & Address of the bidder /firm/Company etc. a) Registered office b) Works c) Telex/fax Nos. d) Telephone Nos.	
2	Bidders to furnish following information :- a) TIN Number b) PAN c) Bank details (i) Name of Bank (ii) A/c No. (iii) IFS Code of the bank (attach certified copies of above documents)	
3	Bidders to furnish following particulars :- a) Address of factory b) Year of starting c) Yearly/monthly production capacity	
4	Whether the firm is an CG SSI Unit a) If yes write registration No. b) Whether documentary evidence regarding registration enclosed c) Items of registration d) Period of registration	Yes / No
5	Whether the firm is prepared to make good any loss or damage in transit immediately and free of all charges and prefer the claim for such loss from Insurance company preferably.	Yes / No
6.	Whether a list of orders received by you for last 3 years is enclosed.	Yes / No
7.	Whether details of departure/deviation from specifications have been furnished.	Yes / No
8.	Whether the manufacturer is aware of prevailing GST in the State of Chhattisgarh	Yes / No
9.	Whether you are a State or Central Govt. undertaking.(furnish document)	Yes / No
10	Any other information to be furnished related to tender	

PLACE :

DATE :

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION / STATUS

IN THE FIRM COMPANY

SCHEDULE-I- B**COMMERCIAL INFORMATION**

(i) Strike-off, whichever is not applicable

(ii) Separate sheet should be used, wherever necessary.

1	Name of Manufacturer	
2	Address of Manufacturer	a)Office : b) Works:
3	Telephone Nos. / Mobile No. FAX No.	Office : Works:
4	Whether confirm to IS as amended till date.	YES / NO
5.		Bank draft/Banker's cheque with Manager (RAO:HQ), CSPTCL, Raipur (C.G)
i)	Earnest Money details	
ii)	Amount of EMD and full details	Rs.
iii)	If exempted, state whether bidder is	SSI Unit of CG/Small scale unit registered with NSIC/Fully owned State Central Govt. Unit.
iv)	Reference of documentary evidence regarding exemption enclosed	YES/NO
6.	Whether the offer is valid for 180 days from the date of opening of commercial/technical bid	YES/NO
7.	State whether the quoted prices are Firm Rate basis.	YES/NO
8.	PAYMENT TERMS:- Whether CSPTCL terms of payment is acceptable to the bidder	YES/NO
9.	DELIVERY PERIOD:- Whether the Delivery Clause is acceptable to the bidder	YES / NO
10.	PENALTY CLAUSE Whether agreeable to CSPTCL Penalty clause	YES/NO
11.	GUARANTEE PERIOD: - Whether agreeable to CSPTCL guarantee period clause.	YES/NO
12.	SECURITY DEPOSIT	
a.	Whether agreeable to CSPTCL security deposit clause	YES/NO
b.	If not, indicate deviation specifically	

13.	EXTENSION ORDER:- Whether you are agreeable to accept extension order up to 50% quantity of order on the same rates, terms & condition if any extension order is placed within 6 months from the date of placement of detailed order.	YES/NO
14.	Please mention whether rates offered are applicable for part quantities.	YES/NO
15.	Whether all testing charges included in quoted rates	YES / NO
16.	Whether Packing condition is as per our specification (wherever applicable).	YES / NO
17.	Have you furnished documentary evidence in respect of qualifying requirements.	YES / NO
18.	Whether integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- has been enclosed	YES/NO

PLACE :

SIGNATURE OF BIDDER

DATE :

NAME IN FULL

DESIGNATION / STATUS IN THE
FIRM COMPANY (SEAL)

SCHEDULE-I-C**TECHNICAL INFORMATION**

- (i) Strike-off, whichever is not applicable
(ii) Separate sheet should be used, wherever necessary.

1	Whether material offered is exactly as per the technical specification.	Yes/No
2	Whether the copies of orders received for experience of 3 years for similar materials enclosed.	Yes/No, give details
3	Whether performance / execution certificate from user agency regarding supplies enclosed	Yes/No, give details
4	Whether the bidder has furnished details of manufacturing equipments.	Yes/No, give details
5.	Whether all testing facilities are available, if so, give details 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
6.	Whether you agree for inspection by Company's representative prior to dispatch and bear the testing charges for all tests as per relevant standards.	Yes/No

Place:-**SIGNATURE OF BIDDER
NAME IN FULL****Date:-****DESIGNATION/STATUS IN THE FIRM
COMPANY (SEAL)**

SCHEDULE-I-D**GENERAL INFORMATION**

The bidders shall furnish general information in the following format:-

1. Name of the Firm
2. Head Office address
3. Works address
4. Contact Person Name
5. Mobile No. of contact person
6. Telephone No. Office
7. Telephone No. Residence
8. Fax No.
9. E-mail:-
10. PF/ESIC Registration No.
11. GST registration no.

Dated

**Name and seal of the tendering
Company.**

SCHEDULE – II
SCHEDULE OF BIDDER’S EXPERIENCE

Bidder shall furnish here a list of similar jobs executed by him. A reference may be made by the purchase to them in order be considers such a reference necessary.

S. No.	Name & Description of work. (adequate details to be given certifying the work done)	Order No. & date	Period & date of supply	Client or order placing authority	Person to whom reference to be made

Signature of Bidder

Name :

Company :

SCHEDULE-III**SCHEDULE OF COMMERCIAL DEVIATIONS.**

We/I have carefully gone through the Commercial requirement of the specification and the General condition of contract and we/I have satisfied ourselves/myself and hereby conforms to the requirement of technical specification and General Conditions of contract except for the deviations, which are given below:-

S.No. Descriptions & Clause No. of The specification page No.	Stipulation in specification	Deviation offered	Remarks regarding justification of the deviation.
--	---------------------------------	----------------------	--

Dated

Signature & Seal of Bidder

Place

SCHEDULE-IV
SCHEDULE OF TECHNICAL DEVIATIONS

We/I have carefully gone through the Technical specification and the General condition of contract and we/I have satisfied ourselves/myself and hereby conform to the requirement of technical specification and General Conditions of contract except for the deviations, which are given below:-

S.No.	Descriptions & Clause No. of The specification & page No.	Stipulation in specification	Deviation offered	Remarks regarding justification of the deviation.

Signature & Seal of Bidder

SCHEDULE-V-A
ANNUAL TURNOVER

Annual Turnover for the Last 5 Years	
Year	Amount in Rs.
2015-16	
2016-17	
2017-18	
2018-19	
2019-20	
Average Turnover	

**Seal and signature
of Chartered Accountant**

Seal & Signature of bidder

SCHEDULE-V-B**NET WORTH CALCULATION**

Year	Amount in Rs.
2017-18	
2018-19	
2019-20	

**Seal and signature
of Chartered Accountant**

Seal & Signature of bidder

SCHEDULE-V-C

CA CERTIFICATE

It is certified that:-

- (a) All payment obligations (principal and/interest) on outstanding debentures have been discharged and no such payment which was due on 30.09.2020 is outstanding/overdue.**
- (b) The Company is presently not in default in payment of any bank loan/interest for more than three months or any loan account of the bidder has not been classified as NPA (Non Performing Asset) by the creditor/lending bank as on date of issue of NIT.**

**Seal and signature
of Chartered Accountant**

Seal & Signature of bidder

SCHEDULE-V-D

BIDDER'S DECLARATION

It is certified that:-

- a) **M/s (Company's name) not debarred/black listed by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/ Public utility as on the date of issue of NIT.**

- b) **“Any sums of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with the requirement shall not be opened.”**

- c) **We undertake that we will be disqualified if any of the statements & attachments submitted in proof of the qualification requirements is found to be false or misleading.**

Seal & Signature of bidder

SCHEDULE-VI-A**Details of Manufacturer**

Name of the manufacturer, place of manufacturer, testing and inspection

S.No.	Description	Manufacturer	Place of manufacturer	Date of testing and inspection

Signature of Bidder**Name :****Company :**

SCHEDULE-VI-B
FORM OF JOINT DEED OF UNDERTAKING BY THE
MANUFACTURER ALONGWITH THE BIDDER

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Manufacturer” which expression shall include its successors, executors and permitted assigns), and M/s a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder” which expression shall includes its successors, executors and permitted assigns) in favour of Chhattisgarh State Power Transmission company Limited, Dangania, Raipur, a Company incorporated under the companies Act of 1956 having its registered office at 3rd Floor Vidyt Sewa Bhawan, Danganiya, executors and permitted assigns).

WHEREAS the “Purchaser” invited Bid as per its Specification No. TR-20/S&P/20 for tendered item/work.

AND WHEREAS Clauses of tender specification forming part of the Bid Document inter-alia stipulates that the Bidder alongwith the manufacturer must fulfil the qualifying Requirement and be jointly and severally bound and responsible for the successful performance of the Contract in the event of the Bid submitted by the Bidder is accepted by the Purchaser resulting in a Contract.

AND WHEREAS the bidder has submitted its Bid to the Purchaser vide Proposal No..... dated based of Power of Attorney issued by the manufacturer in favour of the Bidder.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under :-

- 1.0 In consideration of the award of Contract by the Purchaser to the Bidder (hereinafter referred to as the “Contract”) we, the Manufacturer and the Bidder/Supplier do hereby declare that we shall be jointly and severally bound unto the Chhattisgarh State Power Transmission Company Limited, Raipur for the successful performance of Insulated Elevated work platform (EWP), scaffolding System and Hot line Maintenance tools in accordance with the Contract Specification.\
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Manufacturer in particular hereby agrees to ensure proper design, manufacture, Quality Management, Testing, supply of final destination delivery at site basis and successful performance of the goods in accordance with Contract Specifications.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Raipur (Chhattisgarh) shall have exclusive jurisdiction in all matters arising under the undertaking.
- 4.0 The manufacturer hereby undertakes to provide Spares and Service support through the Bidder, for overall performance of equipments of equipments as listed of the Tender Specification No. TR-20/06 till the validity of this agreement.

- 5.0 We, the Manufacturer and the Bidder confirm that this agreement shall be valid for a period of atleast five (5) years after the guarantee period of the goods to be supplied under the Contact.
- 6.0 We, the Manufacturer and the Bidder agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contact.

IN WITNESS WHEREOF the Manufacturer and the Bidder have executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS Signature Name office Address.....

WITNESS

(FOR MANUFACTURER)

Signature

(Signature of the authorized representative)

Name :.....

Address.....

Name

Common Seal of the Company

WITNESS

(FOR BIDDER)

Signature

(Signature of the authorized representative)

Name

Address.....

Name

Common Seal of the Company

Note :-

- 1. The non-judicial stamp papers of appropriate value (INR 250/-) shall be purchased in the name of executants parties and the date of purchase should not be earlier than six months of date of execution of the Undertaking.
- 2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
- 3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executants(s) shall be submitted alongwith the bid.
- 4. A documentary evidence (Power of Attorney) must be submitted to ascertain that the persons signing on behalf of manufacturer and bidder are authorized to sign above undertaking.

SCHEDULE-VI-C**Manufacturers Authorization Letter Cum Undertaking**

To

The Chief Engineer,
 (Store & Purchase),
 CSPTCL,
 3rd Floor, SLDC Building
 Dangania, Raipur – 492 013

Dear Sir,

Whereas *[name of the OEM]* who are established and reputable manufacturers of *[name/or description of the products]* having production facilities at *[address of factory]* do hereby authorize *[name and address of the Bidder]* to submit a bid, and subsequently negotiate and sign the Contract with you against Tender No **Tr-----** dated -----for the above products manufactured by us.

We hereby extend full support through our service delivery for the APMC of the equipment's by the above firm against the said Tender.

We hereby giving guarantee for the continuation of the services delivery and provide support during the contract period in case the bidder fails to provide the same.

We hereby confirm to you in writing that the proposed services quoted shall not be declared end of life during the contract period.

[Signature for and on behalf of Manufacturer]

Place

Full Name

Date

Designation/Status in Firm**With Company Seal**

Note: This letter of authority must be on the letterhead of the each of the Original Equipment Manufacturer, must be signed by a competent person and having the power of attorney to bind the manufacturer, and must be included by the Bidder in original in its bid.

SCHEDULE-VI-D

**Performa for Power of Attorney
TO BE ISSUED BY MANUFACTURER
TO ITS AUTHORISED REPRESENTATIVE (BIDDER)**

(To be executed on Non-Judicial Stamp Paper worth Rs. 250.00 & Rs.1.00 revenue stamps)

KNOW ALL MEN BY THESE PRESENTS THAT WE,Company incorporated under the laws of and having its Registered Office(s)/Head Office(s) at (hereinafter called the 'Manufacturer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) through Mr. its(designation) do hereby constitute, nominate and appoint a Company incorporated under the laws of and having its Registered/Head Office at as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the manufacture in regard to Specification No. TR-20/S&P/--- for **tendered item/work** the bids for which have been invited by Chhattisgarh State Power Transmission Co. Ltd. (CSPTCL) a Company incorporated under the companies Act of 1956 having its registered office at 3rd floor, Vidyut Sewa Bhawan Dangania, Raipur CG (hereinafter called the "Purchaser/CSPTCL" which expression shall include its successors, executors and permitted assigns) to undertake the following acts:

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

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

The Manufacturer hereby agreed and undertakes to ratify and confirm all whatsoever the said Attorney/Authorized Representative quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Manufacturer by virtue of this Power of Attorney and the same shall bind the Manufacturer as if done by itself.

IN WITNESS THEREOF the Manufacturer has executed these presents on this day of under the Common Seal of the Manufacturer (company).

For and on behalf of the

Common Seal of the above Manufacturer

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

WITNESS

1. Signature.....
 Name
 Designation
 Occupation

2. Signature.....
 Name
 Designation
 Occupation

Note:

1. The non-judicial stamp papers of appropriate value (INR 250/-) shall be purchased in the name of Manufacturer and the date of purchase should not be later than six months of date of execution of the Undertaking.
2. The filled up Proforma by the manufacturers shall be enclosed alongwith the bid in case of bid is submitted by authorized representative.
3. A documentary evidence (Power of Attorney) must be submitted to ascertain that the person signing on behalf of manufacturer is authorized to sign above document.

SCHEDULE-VI-E**Manufacture's Authorization Letter**

(To BE KEPT IN THE ENVELOPE PART-II i.e."TECHNO-COMMERCIAL BID")

To

The chief Engineer S&P
CSPTCL,
Danganiya, Raipur-492013

Subject-Letter for authorized bidder

Dear Sir,

Whereas we -----(name of the Manufacture) are manufactures of-----
----- (name or description of the products) having production facilities at
(address of factory) do hereby state that we do not wish to participate directly in your bidding
process against your NIT no.-----due on -----and therefore, we hereby authorize
M/s----- (name and address of the Bidder) to Submit a bid
on our behalf for the tendered items which are manufactured by us at our above-said factory.
The above-said authorized bidder is our authorized dealer/stockiest/distributor (strike whichever
is not applicable) for sales and service of our products for the state of Chhattisgarh.

We further authorize M/s----- (name of the Bidder) to negotiate and sign a
contract with you against your above-said tender.

Whereas we----- (name of the Manufacture) do hereby state that all our
credentials submitted by the above-said authorized dealer (the Bidder) i.e. factory license, PO
copies, material receipt documents, performance reports/certificates, type test reports, no
debaring declaration etc. required as per tender specifications are attested by the undersigned
who is an Authorized Signatory on behalf of the manufacturer.

We hereby extend full guarantee for the products/offered by our authorized dealer which will be
supplied by them in case of an award and also authorize them to act on our behalf in fulfilling
the requirements of installations, commissioning, maintenance and technical support as required
for the supplied products from time to time during the period stipulated in your tender
specifications. We further assure to fulfil these obligations directly in case the bidder fails to
provide the same to CSPTCL.

(Signature of Authorized Signatory for and on behalf Manufacturer)

Note: This letter of authority (in original) must be given on the letterhead of the Manufacturer
and must be signed by a person having power of attorney issued by the competent authority of
the manufacturing company. Further, the letterhead must invariably indicate e-mail address of
the manufacturer for all communications and postal addresses of their corporate office and
registered offices.

Seal & Signature of bidder

SCHEDULE-VII

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

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

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

In consideration of the Chhattisgarh State Power Transmission Company Limited, Raipur (A successor company of Chhattisgarh State Electricity Board, Raipur hereinafter referred to as ‘CSPTCL’) having agreed to accept this Bank Guarantee in lieu of cash deposit by way of Security for due and faithful performance required from M/s. _____ (herein after referred to as “Contractors”, the Bank of _____ hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writing from the Chhattisgarh State Power Transmission Company Limited or any officer authorized by it in this behalf of any amount up to and not exceeding Rs.....(in _____ words) _____ only to the said Chhattisgarh State Power Transmission Company Limited on behalf of the aforesaid M/s _____ who have tendered and contracted for the supply of materials, equipments or services to the said the Chhattisgarh State Power Transmission Company Ltd, against order No..... dtd..... for the order value of Rs.....

The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of CSEB Raipur). The proceeds / encashment of this Bank Guarantee would go in the name of Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor Company of CSEB 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 Company Ltd. and the contractor and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of Contractors or by any others reasons whatsoever and the Banker’s liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed to with or without the Bank knowledge or consent by or between the Chhattisgarh State Power Transmission Company Ltd. and contractor in the existing and / or further tenders and / or contracts.

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

The liability under this guarantee is restricted to Rs..... (in words) _____ only. This guarantee shall remain in force until _____ 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 Company Ltd. under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

WITNESSES:-

1. _____ Signed _____
2. _____ for _____

SIGNATURES
Authorized Signatories of Bank

Bank

SCHEDULE-VIII**PRE-CONTRACT INTEGRITY PACT****1. GENERAL**

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

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

4. COMMITMENTS OF BIDDERS

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

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

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

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

7. SANCTIONS FOR VIOLATIONS

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

The term "close relative" for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or

marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. INDEPENDENT MONITORS

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

09. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

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

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

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

BUYER
CE (S&P)
CSPTCL, Raipur

BIDDER
CHIEF EXECUTIVE OFFICER
Department/PSU

Witness

Witness

(i).....
.....

(i).....
.....

(ii).....
.....

(ii).....
.....

SCHEDULE – IX

UNDERTAKING

(Completeness of Equipment)

We hereby undertake to confirm that with all accessories have been supplied by us is complete as specified in Schedule ____ attached with order no. _____ dated _____ received by us.

**Signature of Authorized
Signatory with seal of the Company**

Place:-

Date :-

SCHEDULE – X
CHECK LIST

Please check following documents, before submission of Techno commercial Bid.

S.No	ITEMS	REFERENCE	Whether submitted/not submitted
1	Earnest money enclosed	Covering letter (As per clause 8.1 Section-I)	Yes/No
2	Commercial Information	SCHEDULE-I-B	Yes/No
3	Technical Information	SCHEDULE-I-C	Yes/No
4	General Information	SCHEDULE-I-D	Yes/No
5	Bidder's experience	SCHEDULE-II	Yes/No
6	Commercial Deviation	SCHEDULE-III	Yes/No
7	Technical Deviation	SCHEDULE-IV	Yes/No
8	CA certified Annual turnover	SCHEDULE-V-A	Yes/No
9	Networth	SCHEDULE-V-B	Yes/No
10	CA Certificate	SCHEDULE-V-C	Yes/No
11	Bidder's Declaration	SCHEDULE-V-D	Yes/No
12	Details of Manufacturer	SCHEDULE-VI-A	Yes/No
13	JOINT DEED FORM	SCHEDULE-VI-B	Yes/No
14	Manufacturers Authorization Letter Cum Undertaking	SCHEDULE-VI-C	Yes/No
15	Performa for Power of Attorney	SCHEDULE-VI-D	Yes/No
16	Manufacture's Authorization Letter	SCHEDULE-VI-E	Yes/No
17	NSIC/DIC/ Factory registration certificate/as applicable certificate	As per PQR 1	Yes/No
18	Valid IS license a	As per PQR 2	Yes/No
19	For 3 years experience in supply –Copy of purchase order along with relevant MRC/Performance	As per PQR 3(a)	Yes/No
20	Work completion certificate	As per PQR 3(b)	Yes/No
21	Declaration	As per PQR4	Yes/No
22	Type test certificate not older than 5 years	As per PQR 5	Yes/No
23	Financial data for previous 5 years	As per PQR B(1)	Yes/No
24	CA certified Net worth certificate	As per PQR B(2)	Yes/No
25	Declarations	As per PQR B(3) & B(4)	Yes/No
26	Integrity Pact	As per PQR B(5) & SCHEDULE-VIII	Yes/No
27	Undertaking	SCHEDULE-IX	Yes/No
<i>To avoid rejection, please read tender document carefully and refer tender document for submission of any Further document/schedule/ annexure which is not covered in point 01 to 20</i>			

Signature & Seal of the Bidder