

**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.**

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

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**OFFICE OF CHIEF ENGINEER (STORE & PURCHASE)
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
Third Floor, SLDC Building, Dangania, Raipur (C.G.)-492013**

Phone: 0771- 2574240, 4236 Fax: 0771- 2574246

Website-www.cspc.co.in, email- nk.bisen@cspc.co.in

TENDER SPECIFICATIONS**TR-20/S&P/55**

for

Procurement of 33 KV VCB

(Through E-bidding)

RFx No 8100020497

LAST DATE h& TIME OF SUBMISSION OF TENDER

06.04.2021(TIME 15:00 HRS.)

DUE DATE OF OPENING OF TENDER

06.04.2021. (TIME 15:30 HRS.)

**Cost of Tender:- i) Rs.1120.00 (Incl 12% GST)(if purchased
from O/o CE(S&P)
ii) Rs.1180 (Incl 18% GST)(if downloaded
from website)**

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TENDER FORM
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD

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

CHHATTISGARH STATE POWER TRANSMISSION CO LTD

RAIPUR C.G. (INDIA)

TENDER FORM

The undersigned hereby tender and offer (subject to CSPTCL's 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 & Annexures to the specification **TR-20/S&P/55** 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 Equipments, and
- (iii) All other conditions wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete / ambiguous the CSPTCL will have right to take the same to be advantageous for the CSPTCL. CSPTCL's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid which may in any way alter the offered prices.

Dated, this day of

Bidder's Signature

Bidder's Address

To be published in power company's website**CHHATISGARH STATE POWER TRANS. CO. LTD.**

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

CIN- U40108CT2003SGCO15820

O/o Chief Engineer (Store & Purchase)**3rd Floor, SLDC Building, Dangania, Raipur(C.G.)-492013**Website- www.cspc.co.in,

Phone-0771-2574236/4247

Email id :-narendra.bisen2010@gmail.com

Fax-0771-2574246

No.02-16/SE-I-(S&P)/TR-20/S&P/55**Raipur, Dtd.****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 doc. (Rs.) including GST (Rs.) | | EMD (Rs.) | Due date of opening |
|---------|---------------------------------------|---|---------|---|--|------------|---------------------|
| | | | | Printed Tender Form | E-Tender Form Online (downloaded from website) | | |
| 1. | TR-20/S&P/55 RFx No- 8100020497 | Procurement of 33KV Vaccum Circuit Breaker | 66 Nos. | 1120/- | 1180/- | 1,59,000/- | 06.04.2021 |

- 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 office) 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.

Website www.cspc.co.in
(Go through CSPTCL-Tender notice)

(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/55** 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](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 [REDACTED] upto 3.00 pm and due date & time of opening of part –I and part-II of the tender is [REDACTED] at 3.30 pm.

Important Instructions:-

1. Please note that this tender shall be processed online as well as offline. The bidder has to 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 VI commercial information.
 - (d) Schedule VII (A) Schedule for commercial deviation.
 - (e) Schedule VII (B) 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:50724/irj/portal> for the help of the bidders. For any further queries the bidder may contact at Helpline no. 0771-2576672/73 (EITC, CSPDCL, 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 tenderers

CHIEF ENGINEER (S&P)
CSPTCL: RAIPUR

SECTION-I**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 upto 3.00 PM and tender will be opened on same day at 3.30 PM 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 1,59,000/- (Rs. One Lac Fifty Nine Thousand 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 along with 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 pre qualifying requirements and other important terms & conditions of the tender are as given hereunder.

(A) Technical & Supply Experience Requirement :-**1. For Regular Supplier:-**

- 1.1 **The Bidder should be an Indian manufacturer of 33 KV Vacuum Circuit Breakers or higher voltage class having manufacturing unit in India.**

- 1.2 The Bidder should have a minimum experience of at least **Three (3) years** for manufacture and supply of 33 KV Vacuum Circuit Breakers or higher voltage class to following Indian Entities as on date of issue of NIT:-
- i) Power utilities owned and controlled by Central or State Govt, **Or**
 - ii) PSUs, **Or**
 - iii) Govt. organizations directly or through turnkey contractors.
- 1.3 The 33 KV VCB or higher voltage class 33 KV VCB should be in successful operation for minimum **2 years** from date of commissioning as on date of issue of NIT in the **aforsaid entities mentioned in clause 1.2.**
- 1.4 The bidder should have all type test/special test reports conducted as per relevant standards i.e. ISS/ IEC carried out at & issued by Govt. Standard laboratory/ NABL accredited laboratory /ILAC accredited Laboratories on tendered material/equipment offered as per tender specification. The type test/special test report of tendered item i.e. 33 KV Vacuum Circuit Breaker should not be older than ten (10) years as on the date of issue of NIT. The type test reports submitted should have mentioned the model/type reference number of vacuum interrupter. At the time of supply of VCB the manufacturer should use the same vacuum interrupter which are used in the type test for insuring better reliability and co-ordination. The bidders having valid type test report for short circuit performance test of 31.5 KA will only qualify for type 2 circuit breaker mentioned in schedule II(A). Other type test will be same for both type 1 and type 2 VCB as mentioned in clause 4.12 page 36

2. For C.G.state SSI units:-

- 2.1 Chhattisgarh state based Micro and small Enterprises (hereinafter referred as CG State SSI Units) should be registered under Micro, Small and Medium Enterprises Development Act,2006 for manufacturing tendered item.

In support of manufacturing & technical requirement a copy of registration under MSME act 2006,type test & BIS license for tendered items, duly self attested

In support of manufacturing & technical requirement a copy of registration under MSME act 2006, type test for tendered items, duly self attested to be submitted.

- 2.2 The bidder should have all type test/special test reports conducted as per relevant standards i.e. ISS/ IEC carried out at & issued by Govt. Standard laboratory/ NABL accredited laboratory /ILAC accredited Laboratories on tendered material/equipment offered as per tender specification. The type test/special test report of tendered item i.e. 33 KV Vacuum Circuit Breaker should not be older than ten (10) years as on the date of issue of NIT. The type test reports submitted should have mentioned the model/type reference number of vacuum interrupter. At the time of supply of VCB the manufacturer should use the same vacuum interrupter which are used in the type test for insuring better reliability and co-ordination. The bidders having valid type test report for short circuit performance test of 31.5 KA will only qualify for type 2 circuit breaker mentioned in schedule II(A). Other type test will be same for both type 1 and type 2 VCB as mentioned in clause 4.12 page 36

(B) Commercial/Financial Requirement:-**1. For Regular Suppliers:-**

- 1.1 The bidder should have Minimum Average Annual Turn Over (MAAT) for best three years out of these financial years i.e. 2015-16, 2016-17, 2017-2018, 2018-2019 & 2019-20 of Rs. 2.38 Cr. (Rs. Two Crore Thirty Eight Lac only). In case where audited balance sheet of FY 2019-20 is not available, a Provisional accounts (Balance Sheet) for FY 2019-20, duly signed by a practicing CA along with a self declaration of this effect countersigned by practicing CA needs to be attached and in such cases audited balance sheet of FY 2014-15 to 2018-19 shall be considered for evaluation purpose.

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).

- 1.2 Net worth of bidder for last three financial years i.e. **2017-2018, 2018-2019 & 2019-20** out of submitted balance sheets as per clause 1.1 above, should be positive. In case audited balance sheet for FY **2019-20** is not available, net-worth as per audited balance sheet of previous three years i.e. **2016-17, 2017-18 and 2018-19** should be considered for above criteria, and for this, the bidder should submit the self-declaration countersigned by CA as per clause 1.1 above regarding non-availability of audited balance sheet for **FY 2019-20**.

Net worth means the sum total of 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.

2. For C.G. State SSI units:-

- 2.1 CG state SSI units should have the aggregate turnover of minimum Rs. 12.28 Lac (Rs. Twelve Lac Twenty Eight Thousand only) during last three (03) financial years i.e., FY 2017-18, FY 2018-2019 & FY 2019-20. In case where audited balance sheet of FY 2019-20 is not available, a Provisional accounts (Balance Sheet) for FY 2019-20, duly signed by a practicing CA along with a self declaration of this effect counter signed by practicing CA needs to be attached and in such cases audited balance sheet of FY 2016-17 to 2018-19 shall be considered for evaluation purpose.

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).

- 2.2 Net worth of bidder for last three financial years i.e. **FY 2017-2018, FY 2018-2019 & FY 2019-20** out of submitted balance sheets as per clause 1.1 above, should be positive. In case audited balance sheet for FY **2019-20** is not available, net-worth as per audited balance sheet of previous three years i.e. **FY 2016-17, FY 2017-18 and FY 2018-19** should be considered for above criteria, and for this, the bidder should submit the self-declaration countersigned by CA as per clause 1.1 above regarding non-availability of audited balance sheet for **FY 2019-20**.

Net worth means the sum total of 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.

The bidder shall submit Certificates (in original) from CA stating that,

- a. All payment obligations (principal/interest) on outstanding debentures have been discharged and no such payment as on **31.12.2020** is outstanding /overdue.
- b. The Bidder is presently not in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder has not been classified as NPA (Non performing assets) by the creditor/leading bank as on date of issue of NIT.

(C) Other Requirements:-

- 1.1 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. However, the bid may not be considered for further processing in following cases also:-
 - a. If, bidder is debarred/black-listed by Bank / State Govt. / Central Govt./ State PSU/CPSU/SEB/Public utility up to date of opening of price bid of the instant tender. **A declaration in this regard shall be furnished by the bidder.**
 - b. 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.
- 1.2 “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.” A declaration in this regard shall be furnished by the bidder.
- 1.3 The bidder shall have to submit pre-contract integrity pact in the format enclosed as Annexure -I on non-judicial stamp paper worth **Rs.300/-** 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.
- 1.4 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/statement/attachments/information are found to be false / fake / misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provisions of the tender.
All documents should be self attested by authorized signatory of the tender only.

(D) The following documents should be submitted in support of Pre-Qualifying requirement:-

- (1) **In support of qualifying the Technical & Supply Experience requirement:-** *The bidder should submit the Self attested copies of following documents:-*
 - 1.1. **In support of bidder being manufacturer of tendered material/equipment offered self attested valid NSIC/DIC(DIC is applicable for CG state SSI unit) certificate should be submitted. In case firm is not registered with NSIC/DIC, self attested copy of valid factory license issued by industries department of State/Central Government for tendered item/items should be submitted.**

1.2. **A) Direct supply to utility:-**

- i) In support of Bidder having minimum experience of at least **three years** of manufacturing and supply of **33 KV VCB or higher voltage class circuit breaker**, copies of purchase orders (in the name of manufacturer) and relevant MRCs (Material Receipt Certificate) issued by the entities mentioned above in **clause 5A(1.2)** will be submitted. The date of receipt mentioned in the MRC will be treated as actual date of supply.
- ii) The supply experience as on date of issue of NIT will be counted from the aforesaid actual date of supply. In case of non-availability of MRC , commissioning certificate / Performance 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 in **clause 5A(1.2)** of PQR.
- iii) If performance certificate indicates both proof of supply experience of **3 years** or more and satisfactory performance for **two years** or more, separate MRC will not be required as a proof of supply. However, if only MRC is submitted as proof of supply , performance certificate will have to be submitted separately to establish minimum performance of **2 years** as per PQR. All these documents should be attested by the authorized signatory of the tender.

B) For CG State SSI to utility:-

In support of manufacturing & technical requirement a copy of registration under MSME act 2006,type test & BIS license for tendered items, duly self attested.

C) Through Turnkey contractors:-

1. Copies of order issued by the entities mentioned in para 6A(1.2) 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 6A(1.2) of PQR to the manufacturer (bidder).
4. Copies of invoice issued by the turnkey contractor to the entities mentioned in para 6A(1.2) of PQR.
5. Copies of performance certificate issued by the entities mentioned in para 6A(1.2) of PQR towards proof of execution of order placed by the turnkey contractor to the manufacturer(bidder).

1.3 In support of satisfactory performance , a self attested copy of performance certificate issued by the entities mentioned in clause **5A(1.2)** of the **PQR** will have to be submitted.

1.4 The bidder should have all type test/special test reports conducted as per relevant standards i.e. ISS/ IEC carried out at & issued by Govt. Standard laboratory/ NABL accredited laboratory /ILAC accredited Laboratories on tendered material/equipment offered as per tender specification. The type test/special test report of tendered item i.e. 33 KV Vacuum Circuit Breaker should not be older than ten (10) years as on the date of issue of NIT. The type test reports submitted should have mentioned the model/type reference number of vacuum interrupter. At the time of supply of VCB the manufacturer should use the same vacuum interrupter which are used in the type test for insuring better reliability and co-ordination. The bidders having valid type test report for short circuit performance test of 31.5 KA will only qualify for type 2 circuit breaker mentioned in schedule II(A). Other type test will be same for both type 1 and type 2 VCB as mentioned in clause 4.12 page 36

(2) In support of qualifying the Commercial and Financial requirement:-

The bidder should submit the Self attested copies of following documents:

2.1. Statement of annual turnover (as per annexure of the tender), audited balance sheets and profit & 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 , 2017-2018, 2018-2019 & 2019-20**). In case where audited balance sheet of FY 2019-20 is not available, a Provisional accounts (Balance Sheet) for FY 2019-20, duly signed by a practicing CA along with a self declaration of this effect countersigned by practicing CA needs to be attached and in such cases audited balance sheet of FY 2014-15 to 2018-19 shall be considered for evaluation purpose.

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).

2.2 A statement showing 'Net worth' including assets and liability of the bidder duly certified by chartered accountant for the last three financial years (i.e F.Y. **2017-2018 ,2018-2019 & 2019-20**) shall also be furnished. In case audited balance sheet for FY **2019-20** is not available , net-worth as per audited balance sheet of previous three years i.e. **2016-17,2017-18 and 2018-19** should be considered for above criteria, and for this , the bidder should submit the self-declaration countersigned by CA as per clause **6B(1.2)** above regarding non-availability of audited balance sheet for **FY 2019-20**.

The bidder shall submit Certificated (in original) from CA stating that:-

- a. All payment obligations (principal/interest) on outstanding debentures have been discharged and no such payment as on **31.12.2020** is outstanding/overdue.
- b. The Bidder is presently not in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder has not been classified as NPA (Non performing assets) by the creditor/leading bank as on date of issue of NIT

(3) In support of other requirement:- The bidder should submit the Self attested copies of following documents:

3.1 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. However, the bid may not be considered for further processing in following cases also:-

- a. If, bidder is debarred/black-listed by Bank / State Govt. / Central Govt./ State PSU/CPSU/SEB/Public utility up to date of opening of price bid of the instant tender. **A declaration in this regard shall be furnished by the bidder.**
- b. 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.

3.2 "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." A declaration in this regard shall be furnished by the bidder.

- 3.3 The bidder shall have to submit pre-contract integrity pact in the format enclosed as Annexure -I on non-judicial stamp paper worth **Rs.300/-** 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.
- 3.4 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/statement/attachments/information are found to be false / fake / misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provisions of the tender..
- All documents should be self attested by authorized signatory of the tender only.**
6. The offered prices for **33 KV VCB** should be variable as per **IEEMA** price variation formula as per circular enclosed in **Annexure-I** of this specifications with base indices as issued by IEEMA in its circular one month prior to the due date of opening of TC bid. In case of any extension of due date the base date for working out the price variation shall be as per the original due date only.If delivery of material get delayed beyond contractual delivery period, price variation claimed shall be governed as detailed in clause 5.3.1 page-15 of section-I of this specifications.
7. The rates quoted in the price bid (in E-Bidding module only) shall be taken as final. However, in case of any mistakes / errors found in calculation for arriving total value of contract, corrections shall be made for the purpose of computation to decide relative position of bidder. Whereas while placement of order the lowest rate shall be taken.
8. **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 be on FIRM basis irrespective of whether the ex-works prices are firm or variable. The total F.O.R. destination price should be quoted in the relevant column.**
9. 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.
10. 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. 6 of General Terms & Conditions of the bidders.
11. 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.
12. **The bidder should ensure following points in order to avoid rejection of tender:-**

- i) DD towards EMD **OR** proof of exemption valid on due date of opening duly notarized by a public notary 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 & seal of the Notary. In case of non compliance of above instructions, tender shall be liable for rejection.

The bidder should furnish valid GST registration number and certificate along with 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.
Envelope I&II should be inside the envelope III.

13. **INTEGRITY PACT**: - The bidder shall have to submit pre-contract integrity pact in the format enclosed as **Annexure -II** on non-judicial stamp paper worth **Rs.300/-** 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. Declaration in this regard shall be furnished by the bidder.

14. **‘EXTREMELY IMPORTANT’- Bidders to note this to avoid rejection** (clause No. 14 of general instructions to the bidders) –

- i) **Attention of bidder is drawn to the fact that all the documents required as tender are submitted alongwith bid or before due date of tender. The submission date is cutoff date .submission of all the document required as per tender and every bidder must adhere to this deadline. However , if any short coming is observe during Scrutiny of TC Bid , CSPTCL reserve the right to seek request clarification /documents from bidder giving them only one chance to such required documents/ clarifications confirmations within specified time limit.**

It may also be noted that if a bidder has quoted ‘NIL’ deviation (Schedule VI-A & Schedule VI-B) in the bid, this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid and no correspondence will be made to withdraw such specific contradictory conditions”.

15.CHECK – LIST:-

The check list (Schedule-XII) in respect of various schedules etc is required to be submitted by the bidder without which the tender will be considered incomplete and liable for rejection. The bidder should submit all schedule duly filled in along with this offer

GENERAL INSTRUCTIONS TO BIDDERS

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: -

1. For C.G. State SSI Units:-

For C.G. State SSI units meeting all technical requirements of tender upto maximum 25% of tendered quantity is reserved for CG state SSI/MSME units for procurement of subject material to the following terms & condition.

Chhattisgarh State based Micro and Small Enterprises (hereinafter referred as CG State SSI Units) should be registered under Micro, Small and Medium Enterprises Development Act,2006 for tendered items.

- (i) CG State SSI units should have the requisite valid type test reports of tendered material/equipment and BIS License.
- (ii) CG State SSI units-offering against reserved quantity for CG State SSI units, shall not quote price for tendered item.
- (iii) CG State SSI unit shall offer minimum 10% of quantity allocated for CG State SSI units.
- (iv) Maximum quantity of tendered item which any CG State SSI unit may offer shall be restricted to 100 % of reserved quantity for CG State SSI Units. However, it shall be limited as per production/manufacturing capacity of that item (as mentioned in the SSI Certificate) with respect to time frame of supply mentioned in the tender.
- (v) If any CG State SSI unit submits the price bid in open tender, he shall not be considered against quantity reserved for CG State SSI units.
- (vi) The rate quoted by the L-1 bidder in the open tender shall be counter offered to all eligible CG State SSI units. On receipt of their acceptance, earmarked quantity for CG units (maximum 25%) shall be equally distributed to all such firms subject to their individual ceiling.
- (vii) In case of non/partial acceptance of allocated quantity by any CG State SSI units, the unallocated remaining quantity out of reserved tendered quantity (maximum 25%) shall be equally distributed among other eligible CG State SSI units subject to their consent and individual ceiling.
- (viii) In case any quantity or whole quantity remains left from CG State SSI units, the same shall be allocated to regular bidders in same ratio as per tender clause.
- (ix) CG State SSI units are also eligible for extension order up to 50% of the original order quantity placed on them.
- (x) The order will be placed to respective L-1 Bidders for 33 KV VCB of different Short Circuit rating i.e. 25 KA & 31.5 KA based on FOR destination rates”.

2. For Regular Suppliers:-

The 75 % of entire tendered quantity will offered lowest Bidder based on offered rates offered FOR-destination rate , **bidder will have to quote for entire quantity.**

| Sl. No. | Particular | Total Quantity (in Nos) | Quantity of placement of order | |
|---------|-------------------------------------|-------------------------|---|------------|
| | | | Total Quantity for Regular suppliers(75 % of Total Quantity ,in Nos) | L1 -Bidder |
| 1. | 33 KV Vacuum Circuit Breaker | 66 | 50 (VCB quantity consist of 30 No. of 25 KA short circuit performance test and balance 20No. of 31.5 KA) | 50 |

In Case of non participant/Non acceptance of C.G. State SSI Units, the entire tendered quantity will be offered bidder based on offered FOR-destination rate, bidder will have to quote for entire quantity.

| Sl. No. | Particular | Quantity of placement of order | |
|---------|-------------------------------------|--|------------|
| | | Total Quantity (in Nos) | L1 -Bidder |
| 1. | 33 KV Vacuum Circuit Breaker | 66(VCB quantity consist of 40 No. of 25 KA short circuit performance test and balance 26 No. of 31.5 KA) | 66 |

Bidders are requested to go through our Technical requirement carefully and it may be noted that furnishing of all information as required in various schedules enclosed is a must. In case any of the schedule, duly filled in, is not found furnished as required in the Schedules /Annexure the tender will be treated as incomplete, and will be liable for rejection without any correspondence by the CSPTCL.

The following points will also be considered for placing the orders:-

- (i) The competitive rates quoted by each Bidder: - The original ranking based on FOR destination rates offered.

The bidders have to supply following spares (complete pole including vacuum interrupter with fitting /gasket etc. Trip coil & closing coil) free of cost Quantity of spares are mentioned below:-

- i. Vacuum interrupter:- a. 25 KA :- 04 Nos. b. 31.5 KA :- 03 Nos.
 ii. Tripping Coil :- a. 25 KA :- 04 Nos. b. 31.5 KA :- 03 Nos.
 iii. Closing Coil :- a. 25 KA :- 04 Nos. b. 31.5 KA :- 03 Nos.

Case I:- In case order is placed to L-1 bidder & CG state SSI Unit final quantity distribution as details below:-

| Sl. No. | Particular | Quantity(in Nos) | Total Quantity for Regular suppliers(75 % of Total Quantity ,in Nos) | Total Quantity for _For C.G. State SSI Units (25 % of Total Quantity ,in Nos) |
|---------|--|------------------|--|---|
| 1. | 33 KV VCB(25 KA short circuit performance test) | 40 | 30 complete pole including vacuum interrupter with fitting /gasket etc. Trip coil & closing coil Free of cost spare (Vacuum interrupter-03 No., Tripping Coil-03 No., Closing Coil -03 No.) | 10 Free of cost spare(Vacuum interrupter-01 No., Tripping Coil-01 No., Closing Coil -01 No.) |
| 2 | 33 KV VCB (31.5 KA short circuit performance test) | 26 | 20 Free of cost spare(Vacuum interrupter-02 No., Tripping Coil-02 No., Closing Coil -02 No.) | 6 Free of cost spare(Vacuum interrupter-01 No., Tripping Coil-01 No., Closing Coil -01 No.) |

Case II:- In Case of non participant/Non acceptance of C.G. State SSI Units, the entire tendered quantity will be offered bidder based on offered FOR-destination rate, bidder will have to quote for entire quantity

| Sl. No. | Particular | Quantity(in Nos) | Total Quantity for L1 Bidder (Quantity in Nos) |
|---------|--|------------------|--|
| 1. | 33 KV VCB(25 KA short circuit performance test) | 40 | 40 complete pole including vacuum interrupter with fitting /gasket etc. Trip coil & closing coil Free of cost spare (Vacuum interrupter-04 No., Tripping Coil-04 No., Closing Coil -04 No.) |
| 2 | 33 KV VCB (31.5 KA short circuit performance test) | 26 | 26 complete pole including vacuum interrupter with fitting /gasket etc. Trip coil & closing coil Free of cost spare (Vacuum interrupter-03 No., Tripping Coil-03 No., Closing Coil -03 No.) |

3.1 Extension Order: The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of material/equipments with associated accessories within six months from date of order and 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.

.3.2 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..

4. OFFERS:-

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

4.1 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. 4 of “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 notarised 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 notarised must be furnished with offer.
- iv) The photocopy of the NSIC/ SSI registration certificate for the tendered item duly notarised by a notary should be furnished with the offer. In case of un notarised copy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.

It has been noticed that some bidders submit photocopy of a notarised certificate. This is not acceptable. The photocopy of valid NSIC certificate should bear original signature of authorised person failing which tender shall be liable for rejection.

- v) The bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.

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.

- vi) **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

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

- 4.2.1 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 Annexure-III on non-judicial stamp paper worth Rs. 300/- duly signed by the bidder along with the Techno-Commercial bid.

4.2.2 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.

- 4.2.3 It would be obligatory on the part of Bidder to enclose a schedule of Technical deviation in Schedule VI-B 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.

4.3 **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.**

- 4.3.1 **PRICES:-** The prices offered should be valid for 180 days from due date of tender in Indian Rupees only. Quoted prices for **33 KV VCB** should be variable as per IEEMA formula indicated in **Annexure-I** with base indices as issued by IEEMA in its circular one month prior to the due date of opening. In case of any extension of due date the base date for working out the price variation shall be as per the original due date only and the validity of offer shall be counted from the extended due date on which TC bid has been opened. The payment shall be initially done on the basis of base rates offered by the bidder subject to price adjustment to reflect changes in cost.

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 irrespective of whether the ex-works prices are firm or variable. 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:-

The price adjustment shall be invoked by either party subject to the following conditions:

- i) For calculation of price adjustment date on which the equipment is notified to be ready for inspection at the works of the manufacturer shall be taken as date of delivery provided the material is passed in the inspection and material is received in CSPTCL's Area Stores within 21 days from date of issue of dispatch instructions failing which actual date of receipt of materials shall be treated as date of delivery.
- (ii) In case of delay in supply beyond contractual delivery, price variation up to scheduled delivery date or actual date of delivery, whichever is advantageous to CSPTCL, shall be considered.

- (iii) The bidder shall submit price adjustment invoices for supplies positively within three months from date of supply whether positive or negative. **However, Price adjustment invoices submitted after 6 months from date of supply of material will not be entertained for payment, however negative variations in the prices will be recoverable.** The invoices should be supported with calculation of price variation along with documentary evidence of applicable indices. If price adjustment works out to be positive, the same is payable to contractor by CSPTCL and if it works out to be negative, the same shall be recovered from the contractor. The price variation bills should be submitted to Manager (Bills) O/o ED (Finance), CSPTCL, Raipur.
- (iv) In case subsequent to issue of this tender IEEMA notifies either modification in prevailing formula or new formula the same shall be applicable.

4.3.2 **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 E.D. (Fin.) CSPTCL, Raipur for arranging payment.

4.3.3 **DELIVERY PERIOD:**

The delivery should commence in **three months** from the date of order with minimum 50% of ordered quantity and should be completed within **two months** thereafter i.e. a total period of **five months** from date of order.

The time for 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:-

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

4.3.4 **Liquidated Damages:-**

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 basic price excluding taxes of any store not delivered per week or part thereof up to a maximum of 10% of contract value excluding taxes.**

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 liquidated damages 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) so that ambiguity does not arise for date of offer. In case the inspection offer is not received in the O/o CE (S&P) through Fax/E-mail the date of receipt of offer letter shall be taken as date of offer for inspection.

4.3.5 **GUARANTEE PERIOD:**

Equipments offered and associated accessories covered under the tender shall be guaranteed for performance and quality for a period of 48 months from the date of supply in Store or 42 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 the firm on free of cost basis. The replacement/repairing will have to be organized by the firm 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 their works, all charges towards transportation/insurance/ packing/ forwarding will have to be paid by you for to and fro dispatches. In this connection, the following additional conditions will also be applicable in case any damages/defects are noticed in the equipments or its accessories supplied by the firm.

- (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 the firm.
- (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 the firm, then apart from operating clause of liquidated damages (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 the firm which may include debarring the firm 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.

4.3.6 **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 purchase order with maximum limit subject to maximum of Rs. 20,000/- (Rupee Twenty thousand only).

- (iv) 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 date of order and shall be kept valid for guarantee period exceeding claim period of 06 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.

4.3.7 TRANSIT INSURANCE & 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.

4.3.8 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.

- 4.3.9 UNSATISFACTORY PERFORMANCE:** The bidders who have supplied material to CSPTCL and have 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.

In addition to the above, the bidders who have supplied material to CSPTCL and if any adverse reports regarding higher rate of failure, poor performance of equipment or defective supply reported from field, the price bid of such bidders shall not be considered for opening. (The cases reported as on date of NIT shall be considered).

- 4.4 Part - III 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.

- 5. 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 along with 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 5.0 is not found inside the envelope
 - ii) **The GST registration certificate is not furnished**
 - iii) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.
- (i) **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 Annexure -III.
- (ii) **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/22 DUE FOR OPENING ON DTD 29.12.2020 FOR SUPPLY OF 33 KV VCB

THIS ENVELOPE CONTAINS TWO 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 & Part– II (B) i.e. Commercial Bid & Integrity pact as per proforma in Annexure –III

**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 authorising him to do so. The notarised 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 authorised to submit the tender on behalf of the company and shall be accompanied by notarised copy of resolution / abstract of Article of Association/ special or general power of attorney

- 6. 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 Part - III 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.

7. 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 for last three years 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.

8. CHANGE OF QUANTITY:-

The purchaser 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.

9. INSPECTION:-

- a) The CSPTCL inspector will check the manufacturing of vacuum interrupter which are used in the vacuum circuit breaker. The model/type reference number of vacuum interrupter should be same as mentioned in type test report submitted at the time of bid submission and drawing approval.
- b) The CSPTCL shall have access at all times to the works and all other places of manufacture where the equipments 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.
- c) 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.
- d) No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested by the CSPTCL's representative.
- e) The acceptance of any quantity of equipment 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 equipment are later found to be defective.
- f) In 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 shall be conducted at firm's 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.

10. 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/- plus expenditure incurred towards deployment of officer.

11. 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.

12. **TEST CERTIFICATE:-**

The bidder should have all the type test certificates of tendered material/equipment offered as per relevant standards i.e. ISS/ IEC carried out at & issued by Govt. standard test laboratory/ NABL accredited laboratory. Self attested copy of test reports shall be submitted along with the tender. The type test certificate of tendered material/equipment offered shall not be more than ten years old as on the date of issue of NIT. Without required type test certificate the offer shall be liable for rejection.

13. **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 scrutinised 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.

14. **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.
15. **Telex/ telegraphic/ fax bids:** Telex/ telegraphic/ fax offers will not be considered under any circumstances.
16. **Mistakes in bids:** Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, lower of the two shall be considered. Such offers can also be rejected.
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 CSPTCL 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. **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.

27. **Jurisdiction:** Any dispute or difference, arising under, out of or about this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Raipur only.
28. **Approval of Drawing:** - The drawings of the ordered material should be submitted to this office within 10 days from the date of order for approval. The model/type reference number of vacuum interrupter should be same as mentioned in type test report submitted at the time of bid submission.
29. **Limitation of Liability:** - Except in cases of gross negligence or wilful misconduct,
- a) The contractor and CSPTCL shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay liquidated damages to the CSPTCL

AND

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

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

SECTION – II
TECHNICAL SPECIFICATION FOR 33 KV VCB

- 4.1 **SCOPE:** This Specification covers design, engineering, manufacture, assembly, inspection and testing before supply, packing, forwarding and delivery, FOR destination of 33kV, 3 pole outdoor vacuum circuit breakers (2000A) along with terminal connectors, structures, all the accessories and auxiliary equipment and mandatory spares and specified herein required for their satisfactory operation in various substations of the State as specified hereunder for its satisfactory operation in the system.
- 4.2 **TYPE AND RATING:** The circuit breaker shall be suitable for outdoor operation under the climatic conditions, as specified in Tender specification, without any protection from sun and rain.

The circuit breaker shall have the following rating:-

| S.No. | Particulars | 33 KV VCB |
|-------|---|----------------------|
| i) | Number of poles | 3 Nos. |
| ii) | Frequency | 50 Hz |
| iii) | Nominal system voltage | 33KV |
| iv) | Highest system voltage(Rated) | 36 KV |
| vi) | Rated continuous current (RMS) | 2000Amps. |
| vii) | Class | M2/E1/C2 |
| viii) | Number of poles of circuit breaker | 3 |
| ix) | Dry 1 minute power frequency withstand test voltage for complete circuit breaker (KV rms) | |
| | a. Between line terminal & grounded objects KV (rms) | 95 KV |
| | b. Between terminal with breaker contacts open | 95 KV |
| x) | 1.2/50 full wave impulse withstand test voltage | |
| | a. Between line terminals | 195 KV |
| | b. Between line & grounded objects | 195 KV |
| xi) | Total break-time for any current up to the rated breaking current. | 3 Cycles (Max 60 ms) |
| xii) | Control circuit voltage | 220/110 V DC |
| xiii) | Operating duty for gang operation | 0-0.3Sec-CO-3 Min-CO |
| xiv) | The VCB shall be suitable for one reclosing followed by one delayed reclosing and lock out. | |
| xv) | <u>Minimum clearances:-</u> | |
| | (a)Between phases | 430 mm |
| | (b)Between live parts & ground | 3700 mm |
| | <u>Creepage distance for</u> | |
| | (a) Interrupter insulator | 900 mm or more |

| S.No. | Particulars | 33 KV VCB |
|-------|---|---|
| | (b) Support insulator (type test certificate for bushing may be furnished | 900 mm or more |
| xvi) | Number of auxiliary contact provided | |
| | (i) NO contacts | 8 |
| | (ii) NC contacts | 8 |
| xvi) | IR value live part to earth | 50 G ohm |
| xvii) | Short circuit breaking capacity for 1 Sec. | 25 KA or higher (for type 1 VCB) 31.5 KA (for type 2 VCB) |
| xix) | Make of vacuum interrupter | Siemens/Schneider/ABB/CGL/BEL |
| Xx) | Seismic acceleration (horizontal) | 0.3 g |
| xxi) | No. of closing and tripping coils. | Two trip coils and one close coil with Anti-pumping arrangement. |
| xxii) | Mounting Structural Details | Hot dip galvanised lattice steel support structure to be supplied for all VCB |
| | | One platform with steps shall be provided of such height that operator can easily operate the VCB climbing this platform. |

The above are our minimum requirement. The suppliers may offer their standard design, keeping in view our minimum requirements.

4.3 STANDARDS:-

The circuit breakers shall comply with the requirements of IEC 56 or IS-13118 (1991) with latest amendment thereof except wherein specified otherwise. Equipment, meeting any other authoritative standard, which ensures equal or better quality than the standards mentioned above, will also be acceptable. The contractors shall clearly indicate the applicable standards to which their equipment complies-with. A copy of such standard, may also be enclosed.

4.4 GENERAL:-

The circuit breaker shall be of porcelain clad vacuum type. The breaker, complete in all respect, shall be supplied with all accessories in place and all internal wiring installed and terminated in the mechanism housing and the equipment shall be complete in all respects.

The circuit breaker shall provide rapid and smooth interruption of current under all conditions, completely suppressing all undesirable phenomena, even under the most severe and persistent short-circuit conditions or when interrupting small current or leading/lagging reactive currents. The details of any device incorporated to limit or control the rate of rise of restriking voltage across the circuit breaker contacts shall be stated. The over voltage caused by the circuit breaker switching on inductive or capacitive load shall not exceed 3.2 times the normal phase to neutral voltage. The total break-time for the circuit breaker, throughout the range of breaker operating duty, shall be stated in the tender and shall be guaranteed. The breaker shall be fit for capacitor switching (breaking) capacity atleast 400 Amps for Single Capacitor Bank breaking current. The breakers shall be provided with trip free mechanism.

Circuit breakers shall be suitable for mounting on steel structures. The cost of necessary frames for mounting the circuit breakers shall be included in the offered prices. All the structures shall

be hot dip galvanized with 3 dips. Please note that cantilever type supports for mechanism box are not acceptable. The mechanism box shall have firm supports from bottom. This is necessary to minimize vibration of mechanism box, which in turn may disturb various settings.

The mechanism box shall be centrally mounted in front of the middle pole, Breaker with mechanism box mounted by the side of one of the extreme poles is not acceptable.

The CSPTCL intends to operate the rural 33 KV feeders with automatic reclosing scheme, the arrangement envisaged is as under:-

On the occurrence of a fault the concerned protective relay will open the circuit breaker as per its own characteristic. Thereafter, the breaker shall reclose but after pre-set time delay, which shall be adjustable (say range 4-10 sec. or near about). There shall be no further automatic reclosing. It is also necessary that the breaker shall be suitable for this reclosing duty.

4.5 SPECIFICATION FOR CIRCUIT BREAKER:-

The circuit breakers shall consist of three identical phase units with a common operating mechanism. While offering the circuit breaker, the following details should be confirmed and furnished:-

Complete construction details of the equipment offered. It should be noted that the breakers should be suitable for outdoor duty, indoor breakers accommodated in outdoor kiosks are not acceptable.

Type, Make & source of vacuum bottles with relevant details shall be indicated in the offer, clearly.

The capacity of breaker to interrupt inductive and capacitive currents shall be indicated in the offer (rating of capacitor bank should be stated and type test report shall be furnished).

4.6 VACUUM INTERRUPTER:-

The design of the vacuum interrupter shall be such that it gives trouble free operation under normal load and fault conditions throughout the life of the equipment. The make of the vacuum interrupter shall be Siemens/Schneider/ABB/CGL/BEL .As the efficiency of the breaker depends on the degree of vacuum inside the interrupter manufacturer shall ensure that the same is maintained consistently during service.

The insulating ceramic body of the interrupter should have high mechanical strength and it should be capable of withstanding high temperature without any significant deterioration in its mechanical and electrical properties.

The metal/alloy used for the fixed and moving contacts shall have very low resistivity and low gas content. They should be resistant to arc erosion and the contact should have no tendency to get cold-welded under the high vacuum in the interrupter.

The interrupter design should ensure rapid denomination of the gas so that normal electrical strength of the gap is restored instantaneously.

The metallic below or any other similar vacuum sealing arrangement should be provided at the moving contact and should have a long fatigue life.

Manufacturers catalogue on vacuum bottle, indicating all the details shall essentially be submitted with the tender.

4.7 **TEMPERATURE RISE:-**

The maximum temperature attained by any part of the equipment, when in service, at site, under continuous full load conditions, exposed to the direct rays of the sun, shall not exceed 45 degree centigrade, above ambient temperature. The limits of temperature rise shall be as per relevant standards. The corrections proposed shall be stated in the tender and shall be subject to approval of the CSPTCL.

4.8 **INSULATION OF THE CIRCUIT BREAKER:-** The insulation to ground, the insulation between open contacts and the insulation between phases of the completely assembled circuit breaker shall be capable of withstanding satisfactorily di-electric test voltage corresponding to specified basic insulation level in the standard.

4.9 **INSULATORS:-** The basic insulation level of the Insulator and insulating porcelains shall be as specified and porcelain shall be homogenous and free from cavities and other flaws. They shall be designed to have ample insulation, mechanical strength and rigidity for satisfactory operation under conditions specified above. All insulators of identical ratings shall be interchangeable. The puncture strength of the insulators shall be greater than the flash over value. The insulators shall be type tested from independent Govt. Lab. as per relevant standards.

4.10. **OPERATING MECHANISM:-**

4.10.1 **The circuit breaker shall be designed for remote control from the control room and in addition there shall be provision for manual operation of circuit breakers during maintenance and for local tripping and closing by the normal means.**

4.10.2 The circuit breakers shall have operation control and mechanical open closed indicator in addition to facilities for remote electrical indication.

4.10.3 The operating mechanism shall be of the spring charging type by electric control under normal operation. The mechanism shall be trip free electrically and mechanically. The mechanism shall be capable of performing satisfactorily, the reclosing duty cycles indicated above, within the time specified. All working parts in the mechanism shall be of corrosion resistant material and all bearings which require greasing shall be equipped with pressured grease fittings. The mechanism shall be strong quick in action and shall be removable without disturbing the other parts of the circuit breaker. The mechanism and breaker shall be such that the failure of any spring will not prevent tripping and at the same time will not cause any false tripping or closing. The operating mechanism should be motor operated spring charged type preferably without chain drive. The motor for spring charging shall be suitable for operation on 230 volt AC supply. The AC Motor should have overload protection. Provision should also be made for Mounting of Mechanism Box at an adequate height and gear ratios shall be so chosen that one man should be able to charge the spring, without any additional efforts. **Please note that providing DC motor with rectifier/universal motor is not acceptable.**

4.10.4 **CONTROL CUBICLE:-**

A common control cubicle shall be provided to house electrical, Controls, monitor devices and all other accessories except those which must be located on individual poles. The cubicle shall be IP 55 class protection and shall have weatherproof construction fabricated from sheet steel of minimum 2.5 mm. Thickness. The type test report on degree of protection test (IP--55) shall also be furnished.

The cubicle shall have front access door with lock and keys, Space heater, internal illumination lamp, 3 pin 5A socket with individual ON-OFF switches shall be provided in the cubicle.

For local operation following shall be provided:-

LOCAL/REMOTE selector switch.

TRIP/NORMAL/CLOSE control switches with pistol grip handle.

- 4.10.5 The control circuits shall be designed to operate on 220/110 V DC & it shall be possible to adopt to work on other voltages by simply changing the operating coils. The closing coils shall be designed to operate satisfactorily at control voltage from 85% to 110% of the specified normal DC voltage & Tripping Coil shall operate satisfactorily at control Voltage from 70% to 110 %.
- 4.10.6 AC Power supply for auxiliaries will be available at 230 volt single phase 50 C/s.
- 4.10.7 The cables used for operation are all un-armoured 2.5 sq. mm copper control cables of 1100 V grade. The cable glands shall be suitable for 1 no. 8 core and 2 nos. 4 core cables.
- 4.10.8 The Circuit breaker shall be provided with trip free Mechanism so that tripping instructions could over-ride the closing instructions. An additional tripping coil shall also be provided in the trip circuit. The second coil shall have separate tripping level arrangement in the mechanism so as to avail advantages of second trip coil. Two trip coil shall be arranged separately for the operation of two different DC sources. Separate DC fuse circuit and electrically wired for schematic connection such that the healthiness of both trip coils could be checked individually.
- 4.10.9 The circuit diagram of Control circuit of VCB along with operating instructions (DO'S/DON'T) shall be embossed on metallic plate or durable sticker duly laminated and the same shall be fixed on the rear door of the Control cubicle from inside.
- 4.10.10 **WIRING:-**Wiring shall be completed in all respects to ensure proper functioning of the control, protection, monitoring and interlocking schemes.
- a. All the wiring shall be carried out with 1100 V grade, PVC insulated stranded copper conductor of 2.5 Sq.mm.
 - b. Each wire shall be identified at both ends with permanent markers bearing wire numbers as per wiring diagram.
 - c. Wire termination shall be done with crimping type connectors with insulating sleeves. Wires shall not be spliced between terminals.
 - d. All spare contacts of auxiliary switches etc. shall be wired upto terminal blocks in the control cubicle.

4.10.11 **TERMINAL BLOCKS:-**

Stud type Terminal blocks shall be of 1100 V grade box clamp type ELMEX 10 Sq mm or approved equivalent, not more than two wires shall be connected in one terminal, Spare terminals equal in number to 20% of active terminals shall be provided. All the terminals should be of stud type only.

Terminal block shall be such located as to allow easy access. Wiring shall be so arranged that individual wires of an external can be connected to consecutive terminals.

4.10.12 **TERMINAL CONNECTORS:-**

6 Nos Terminal connector suitable for Zebra conductor shall be supplied with each breaker. The terminal connectors shall also meet the following requirements:

- i) Terminal connectors shall be manufactured and tested as per IS: 5561.
- ii) Terminal connector shall be tested for short circuit current capability test, temperature rise test, corona test etc. The terminal connectors should be manufactured by gravity die-casting process only. Bushing terminals shall be provided with terminal connectors of approved type and size for connection to external parts. Terminal connectors must have been successfully type tested strictly as per IS: 5561. The drawing of terminal connector offered shall have to be got approved by CSPTCL
- iii) All castings shall be free from blow holes, surface blisters, cracks and cavities. All sharp edges and corners shall be blurred and rounded off.

- iv) No part of a clamp shall be less than 12 mm thick.
- v) Minimum conductor coverage on the clamp shall be 100mm. Minimum bushing terminal coverage in the clamp shall be 100mm and minimum pad overlap in the clamp shall be 100*100 mm.
- vi) The nut, bolts & washers used in current carrying path shall be hot dip galvanized.
- vii) For bimetallic connectors, copper alloy liner of minimum thickness of 4 mm (2 mm Cu and 2 mm Al) shall be integral with aluminium body.
- viii) Flexible connectors shall be made from tinned copper/aluminium sheets.
- ix) All current carrying parts shall be designed and manufactured to have minimum contact resistance. The connectors shall be designed for minimum 120% of the maximum current carrying capacity of the ACSR conductor and the temperature rise under these conditions shall not be more than 50% of that of the main conductor.
- x) Connectors shall be designed to be corona free in accordance with the requirements stipulated in IS: 5561

Two numbers grounding terminals for connection with station earth mat shall be provided on each circuit breaker. Size of the earthing pad shall be suitable for 50 x 8 mm or 60 x 8 mm GI flat.

4.10.13 AUXILIARY CONTACTS:-

Eight numbers each of auxiliary contacts both of the normally open and normally closed types shall be provided in each circuit breaker for use in the remote indication and control scheme of the circuit breaker and for providing safety interlocking. Special contacts for use with trip coils which permit for relative adjustment with respect to the travel of the circuit breaker contact shall also be provided, wherever required. There shall be provision to add more auxiliary contacts at a later date. If required.

4.10.14 ACCESSORIES:-

The vacuum circuit breaker shall be supplied as a complete unit with internal wiring installed and terminated in mechanism box and equipped with the following accessories:-

| S.NO. | PARTICULARS | QTY. |
|-------|--|--------|
| 1. | Motor operated spring charged mechanism Motor voltage- 230 V AC) | 1 No. |
| 2. | Trip coils suitable for 220/110 V DC: | 2 Nos. |
| 3. | Closing coil suitable for 220/110 V DC: | 1 No. |
| 4. | Pistol grip C.B, Control switch having trip/ Normal/ Close position: | 1 No. |
| 5. | Local/Remote selector switch | 1 No. |
| 6. | Mechanical Spring Charged indicator | 1No. |
| 7. | Manual operating handle for maintenance | 1 No |
| 8. | Facility for manual charging of spring | 1 No. |
| 9. | Operation counter | 1 No. |
| 10. | Auxiliary contacts 8 NO - 8 NC | 1 Set |

| S.NO. | PARTICULARS | QTY. |
|-------|---|------------------------|
| 11. | Anti pumping device suitable for 220/110V DC | 1 No. |
| 12. | Terminal connectors suitable for connecting Zebra conductor | 6 Nos. |
| 13. | Cubical illuminating lamp with cage & switch | 1 No. |
| 14. | MCB for both AC and DC supply | 1 No. each |
| 15. | Spare terminal connectors | 20% of total terminals |
| 16. | Mechanical ON /OFF indicator | 1 No |
| 17. | Space Heater with thermostat and ON /OFF switch | 1 No |
| 18. | Power Type 3 PIN socket with ON /OFF switch (5A) | 1Set |
| 19. | Earthing terminals | 2 Nos. |
| 20. | Duly laminated metallic Plate embossed with Circuit Diagram of control circuit of VCB along with Operating Instructions | 1 No. |
| 21 | Lamp (LED) ON /OFF and spring charge indicator (Red lamp for ON, Green Lamp for OFF and Blue for Spring charge) | 3 Nos |

4.11 Other standard accessories which are not specifically mentioned above, but are required for efficient and trouble free operation of breaker, should also be provided, without any extra cost.

4.12 TYPE TESTS:-

4.12.1 Type test certificates on VCB for the following tests as per relevant standard with latest amendment there of from any of the Govt. of independent Govt. approved Laboratory shall invariably be furnished:-

- (i) Short circuit duty test.
- (ii) Short circuit performance test (Type 1- 25 KA and above)
Short circuit performance test (Type 2- 31.5 KA).
- (iii) Mechanical endurance test with class M2 (both type 1 & type 2 VCB).
- (iv) Electrical endurance test with class E1 (both type 1 & type 2 VCB).
- (v) Temperature rise test.
- (vi) Lightning impulse voltage withstand test (both type 1 & type 2 VCB).
- (vii) Capacitor current switching test for class C2 for capacitor bank and line charging.
- viii) Power Frequency with stand voltage test dry and wet (both type 1 & type 2 VCB).
- ix) Degree of protection IP 55 for the Control Cubicle

4.12.2 The above type test certificates must accompany drawings of type tested equipment duly signed by type testing authority.

4.12.3 The above tests must not have been conducted on the equipment earlier than 5 years from the date of opening of bids.

4.12.4 In case of any change in design of Breaker already type tested and the one offered against this specification the CSPTCL reserves the right to demand repetition of tests, without any extra cost.

4.13. ACCEPTANCE AND ROUTINE TESTS:-

- 4.13.1 All acceptance and routine tests as stipulated in relevant standards shall be carried out by the supplier in presence of CSPTCL representative.
- 4.13.2 Immediately after finalisation of the programme of type testing, the suppliers shall give fifteen days advance intimation to the CSPTCL, to enable him depute his representative for witnessing the tests.

4.14 RATING PLATES:-

The detailed rating plate shall be as per IS and in addition, shall indicate serial number of the equipment manufacturer's name our order number and date.

**SCHEDULE OF IMPORTANT TECHNICAL SPECIFICATION / REQUIREMENT
FOR 33 KV VCBs TO BE ORDERED AGAINST THIS TENDER**

Certain important technical specification requirements have been described hereunder. The requirement may please be studied and incorporated carefully in the equipment.

- 1) **The make of the vacuum interrupter shall be Siemens/Schneider/ABB/CGL/BEL**
- 2) Please note that support structure shall be hot dip galvanized and this should be incorporated on OGA Drawing. Ensure furnishing details of loading on the structure both vertical and horizontal in normal condition as well as in broken wire condition at plinth level to develop foundation design of your make VCBs. This information should be indicated in general arrangement drawing.
- 3) Please note that all breakers shall be provided with trip free mechanism. In order to ensure full proof trip free operation of circuit breaker the design should ensure that the stored energy is definitely available for tripping operation before closing operation of circuit breaker is performed. In the absence of stored tripping energy closing operation is to be prevented.
- 4) In order to improve reliability, circuit breaker shall be provided with double trip coil. However, as far as possible efforts should be made to provide both trip coils at different locations to actuate individual trip latch. Independent DC circuit may be provided for the two trip coils and a separate DC circuit for the closing coil. These two trip coils shall be electrically wired upto control cubicle so that healthiness of both trip coils could be checked individually.
- 5) The circuit breaker shall be designed for remote control from the control room and in addition there shall be provision for manual operation of circuit breakers during maintenance and for local tripping and closing. In addition there shall be provision for mechanical arrangement for emergency trip.
- 6) The circuit breakers shall have a mechanical “Open” / “Close” indicator in addition to electrical indication. It shall be visible to operating personnel standing on the ground level.
- 7) An operation counter shall be provided with the operating mechanism.
- 8) The terminal connector for connection of conductor should be suitable for Zebra conductor with Universal take off arrangement. In case if required one “L” shaped clamp may be provided to facilitate horizontal as well as vertical take off arrangement. Terminal connector shall be manufactured out of Aluminium alloy grade LM 6 or LM 25 as per IS and by gravity die casting process only and should have six bolts to hold the conductor and conductor hold length shall be 100 mm approximately.
All nuts and bolts shall be stainless steel and no part of the terminal connector clamps shall be less than 12 mm thick.
- 9) For bimetallic connector bimetallic strips of electrical grade copper of adequate thickness well amalgamated surface to surface with aluminium sheet should be provided.
- 10) Following drawings are required to be submitted on priority for scrutiny and approval incorporating above observations / requirement positively:-
 - i) General arrangement drawing indicating location of control cubicle, mechanical ON-OFF indicator, operation counter, device for manual / emergency trip upper and lower terminal connector, and bushing creepage distance (at least 900 mm for 33 KV).

- ii) Detailed structure drawing clearly indicating the foundation details, details of loading on the structure as explained above, various dimensions details of various members of structure and weight of circuit breaker etc.
 - iii) Schematic diagram indicating details of auxiliary contacts, ON, OFF healthy trip and spring charge indication, double trip coil arrangement, antipumping and trip free mechanism feature etc.
 - iv) Wiring diagram for above schematic diagram.
 - v) Details of auxiliary contacts utilized for various internal scheme and details of auxiliary contacts available for customer use.
 - vi) Packing details drawing indicating total number of package and content of each package.
 - vii) The name (rating) plate shall be engraved / anodise in which apart from basic details following information may also be incorporated.
 - Capacitor bank switching off capacity in MVA,
 - Applicable standard IES/ IS,
 - Interrupting capacity of the breaker in MVA
 - viii) Engraved electrical wiring diagram could be permanent / refixed on the rear of front door of the control cubicle. Details required for casting of foundation may also be engraved / refixed by the side of electrical / diagram or this purpose, the various schematic drawing may be condense and one separate drawing may be submitted to us for our approval.
- 11) All wirings in the cabinet shall be done neatly and accommodated in plastic channels with sliding cover. Practice of colour coding / feruling / bunching etc. shall be followed to present a neat installation. All glands / cable entry points shall be provided with suitable blanking plates to prevent entry of moisture / vulture. At least 20% spare terminals shall be provided. Three-pin power plug shall be of control panel grade with removable lid.
 - 12) Backup mechanical tripping arrangement should be provided to facilitate tripping of circuit breaker for the condition when DC is not available or tripping coil is burnt and other similar emergencies. Suitable lever device may be provided for trip operation under these conditions.
 - 13) Please ensure that no wire / cable is left exposed to atmosphere directly. In case if any connection is required from circuit breaker operating box to control cubicle etc, these connections should be taken through cable but through proper guided channel with sliding covers rigidly fixed on support structure. Please note that both ends of this connecting cable shall be properly sealed to prevent ingress of rain water / moisture.
 - 14) The support structure should have proper Earthing arrangement and this should be indicated in the drawing.
 - 15) In case if cementing of porcelain bushing is required, please ensure that proper cementing process has been adopted.
 - 16) The auxiliary switches shall be properly designed wherein change of contacts takes place by snap action and change of status of contact is visible physically.
 - 17) Identification mark may be done on the each breaker pole to co-relate the serial number of bottles engraved on breaker poles with that of circuit breaker Sl. No.
 - 18) For spring charging operating through operating handle it is desired that mechanism box may be mounted at adequate height and gear ratio shall be so chosen that one man is able

to charge the spring without any additional efforts. Suitable latching arrangement shall be provided such that during manual charging operation, if power supply gets restored, jerk to operating personnel is avoided. The handle shall be either at normal operable height or otherwise a suitable foldable ladder shall be provided to facilitate manual charging of spring. Suitable arrangement for storage of handle in the box shall be provided.

SCHEDULE- I
GUARANTEED TECHNICAL PARTICULARS

| Sr. No. | PARTICULARS | |
|---------|---|-------------------------|
| 1 | Name of manufacture and place of manufacture | |
| 2 | Type reference no. of vacuum interrupter | |
| 3 | Manufacturer's type and designation | |
| 4 | Rated voltage KV | |
| 5 | Maximum (continuous) service rated voltage (KV) | |
| 6 | Frequency | |
| 7 | Rated current (RMS) | |
| | a. Under normal condition (Amps) | |
| | b. Under site conditions (Amps) | |
| 8 | Short time current rating for 3 second (KA rms) | |
| | Short time current rating for 1 second (KA rms) | |
| 9 | Maximum temperature rise over ambient temperature (degree centigrade) | As per IEC 694 Table -3 |
| 10 | Breaking capacity | |
| | a. Symmetrical (KA) | |
| | b. Symmetrical at rated service voltage (MVA) | |
| | c. Assymmetrical | |
| 11 | Making capacity (Peak KA) | |
| 12 | Total break time in milli-seconds | |
| | a. At 10% rated interrupting capacity (ms) | |
| | b. At rated interrupting capacity (ms) | |
| 13 | Arcing time at breaking capacity (ms) | |
| | a. At 10% | |
| | b. At 100% | |
| | Make time | |
| 14 | Minimum reclosing time at full rated interrupting capacity from the instant of trip coil energisation | |
| 15 | Operating cycle | |
| 16 | Minimum dead time for 3 phase reclosing | |

| | | |
|----|---|--|
| 17 | Rated transient recovery voltage | |
| 18 | Rate on restriking voltage | |
| | (i) Amplitude factor 100% & 50% of rated capacity natural frequency | |
| | (ii) Phase factor | |
| | (iii) RRV Volts/micro second | |
| 19 | Maximum interrupting capacity under phase opposition condition | |
| 20 | a. Suitability of breaker for rapid auto reclosing duty | |
| | b. Breaking current on auto reclosing duty | |
| 21 | Maximum cable charging current breaking capacity | |
| 22 | a. Maximum shunt capacitor bank switching off capacity (SINGLE BANK) | |
| 23 | Dry 1 minute power frequency withstand test voltage for complete circuit breaker (KV rms) | |
| | a. Between line terminal & grounded objects KV (rms) | |
| | b. Between terminal with breaker contacts open | |
| 24 | 1.2/50 full wave impulse withstand test voltage | |
| | a. Between line terminals | |
| | b. Between line & grounded objects | |
| 25 | Dry one minute power frequency withstand voltage for the insulator | |
| 26 | Wet flashover voltage | |
| 27 | 1.2x50 full wave impulse withstand voltage for the insulator | |
| 28 | Minimum clearance in air | |
| | (i) Between phases (mm) | |
| | (ii) Live parts to ground level (mm) | |
| 29 | Creepage distance for :- | |
| | (a) Interrupter insulator | |
| | (b) Support insulator (type test certificate for bushing may be furnished) | |

| | | |
|----|--|--|
| 30 | Number of poles of circuit breaker | |
| 31 | Number of breakers per phase | |
| 32 | Total length of break per phase | |
| 33 | Type of main contacts | |
| 34 | Type of auxiliary contacts | |
| 35 | Material of auxiliary contacts | |
| 36 | Contacts silver plated or not | |
| 37 | Contact pressure | |
| 38 | Number of auxiliary contact provided | |
| | (i) Those closed when breaker is closed | |
| | (ii) Those opened when breaker is opened | |
| | (iii) Those adjustable with respect to the position of main contacts | |
| 39 | Type of operating mechanism | |
| | (a) Opening | |
| | (b) Closing | |
| 40 | Spring charging motor make & rating | |
| 41 | Details of overload protection provided for motor | |
| 42 | Tripping and closing control circuit voltage | |
| 43 | Power required for trip coil | |
| 44 | Power required for closing coil at 110V DC/220V DC | |
| 45 | Total Weight of one complete breaker | |
| 46 | Mounting flange details | |
| 47 | Overall dimensions :- | |
| 48 | Rate of contact travel | |
| | a.At tripping (m/sec) | |
| | b.At closing(m/sec) | |
| 49 | Spring charging time | |
| 50 | Type of devices if any to limit the rate of rise of restriking voltage | |
| 51 | Type of arc control device | |
| 52 | Arrangement provided for :- | |

| | | |
|----|---|--|
| | (a) Trip free/ fixed trip | |
| | (b) Anti pumping | |
| 53 | Type of interlocks | |
| 54 | Make and type of vacuum interrupter | |
| 55 | Maximum interrupting capacity under phase opposition condition (MVA) | |
| 56 | Maximum over voltage on switching transformer on no load and the charging current | |
| 57 | Bushing (poreclain) | |
| | (a) Make | |
| | (b) Type | |
| | (c) Voltage class | |
| | (d) Momentary dry withstand voltage | |
| | (e) One minute dry withstand voltage | |
| | (f) One minute wet withstand voltage | |
| | (g) Under oil puncture voltage | |
| | (h) Creepage distance/ Total protected | |
| | (i) Height required to remove bushing | |
| | (j) Permissible safe cantilever loading on bushing | |
| | (k) Weight of bushing (porcelain) | |
| 58 | Sheet gauge of breaker panel | |
| 59 | Wiring - Type of wire, Grade & Size | |
| 60 | Type of Mechanism used | |

SE(S/S-I)
O/o C.E.(P&P) : CSPTCL : Raipur

SCHEDULE II (A)
SCHEDULE OF PRICE & QUANTITY

| S. No. | Particulars | Qty in nos. | Unit Ex-works price in Rs. (including packing, forwarding, charges) | Unit Freight in Rs. | GST on (Ex-works + Freight @__%) | Total FOR dest. Unit Price in Rs. inclusive of packing & forwarding, freight & GST | Total Amount in Rs. |
|--------|---|-------------|---|---------------------|----------------------------------|--|---------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1. | Type 1-33KV outdoor VCB with terminal connectors suitable for Zebra conductor and along with mounting structure as per the technical specifications enclosed (Short circuit rating 25 KA and above) (110V/220V DC) | 40 | | | | | |
| 2. | Type-2-33KV outdoor VCB with terminal connectors suitable for Zebra conductor and along with mounting structure as per the technical specifications enclosed (Short circuit rating 31.5 KA) | 26 | | | | | |

NOTE: 1) **The bidders have to following spares (complete pole including vacuum interrupter with fitting /gasket etc. Trip coil & closing coil) free of cost. Quantity of spares are mentioned below:-**

- iv. Vacuum interrupter:- a. 25 KA :- 04 Nos. b. 31.5 KA :- 03 Nos.
v. Tripping Coil :- a. 25 KA :- 04 Nos. b. 31.5 KA :- 03 Nos.
vi. Closing Coil :- a. 25 KA :- 04 Nos. b. 31.5 KA :- 03 Nos.

- 2) The bidders having valid type test for short circuit rating of 31.5 KA will only qualify for E bidding for type 2 circuit breaker mentioned above.
- 3) The actual quantity of VCB's for 110V and 220V DC Voltage will be finalized at the time of placement of order
- 4) The prices offered should be variable as per IEEMA formula with base indices as per IEEMA circular. Freight should be on FIRM basis.
- 5) The applicable rate of GST is to be indicated by the bidder. Price bid shall be processed/evaluated with applicable GST at the time of opening of Techno Commercial bid.
- 6) Only statutory variation due to Govt regulations in GST during Contractual delivery period shall be paid by CSPTCL.
- 7) The unpriced copy of above schedule is to be submitted alongwith TC bid.
- 8) **The rates will be quoted through online e bidding portal (SAP SRM system) only. Price schedule duly filled in hard copy is not required**

Signature of the authorised signatory with seal

SCHEDULE – III**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 |
|-------|---|------------------|-------------------------|-----------------------------------|-------------------------------------|
| | | | | | |

PLACE
DATE

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION / STATUS IN THE FIRM
COMPANY SEAL

SCHEDULE- IV**Name of the manufacturer, place of manufacturer, testing and inspections**

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

PLACE
DATE

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION / STATUS IN THE FIRM
COMPANY SEAL

SCHEDULE-V**COMMERCIAL INFORMATION****Strike-off, whichever is not applicable**

| | | |
|--------|---|--|
| 1.i) | Whether purchased from this office or downloaded? | Yes/No |
| ii) | If down loaded, whether tender cost is furnished? Details of MICR DD for tender cost | Yes/No |
| iii) | Amount of EMD | Rs. |
| iv) | Earnest Money details & GST Number & registration certificate | Bank draft/ Banker's cheque/ Cash with Manager (RAO :HQ), CSPTCL, Raipur. GST Number & Registration certificate Enclosed |
| v) | If exempted, state whether bidder is | SSI Unit of CG/ Small scale unit registered with NSIC/ Fully owned State Central Govt. Unit. |
| vi) | Reference of documentary evidence regarding exemption enclosed | Yes/ No |
| 2. | Whether the offer is valid for 180 days from the date of opening of commercial/technical bid | Yes/ No (If no, state validity period) |
| 3. (A) | State whether the quoted prices are variable as per IEEMA formula as per Annexure-I. | Yes/ No |
| (B) | Whether agreeable to clause 4.3.1 (iii) page 15 i.e. The bidder shall submit price adjustment invoices for supplies positively within three months from date of supply whether positive or negative. However, price variation bills submitted after 6 months from the date of supply will not be entertained, but negative variation will be recoverable. The invoices should be supported with calculation of price variation along with documentary evidence of applicable indices. If price adjustment works out to be positive, the same is payable to bidder by CSPTCL and if it works out to be negative, the same shall be recovered from the bidder. | Yes/ No |
| 4. | Rate of GST(goods and service tax) | |
| 5. | PAYMENT TERMS:- | Yes/ No |

| | | |
|-----|--|---------|
| | Whether CSPTCL's terms of payment is acceptable to the bidder . | |
| 6. | DELIVERY PERIOD:- Whether CSPTCL's terms of Delivery is acceptable to the bidder. | Yes/ No |
| 7. | PENALTY CLAUSE Whether agreeable to CSPTCL's Penalty clause | Yes/ No |
| 8. | GUARANTEE PERIOD :- Whether agreed to CSPTCL's guarantee period of 30 months from supply or 24 months from date of commissioning whichever is earlier. | Yes/ No |
| 9. | Liquidated Damages:- Whether agreeable to furnish CSPTCL's Standard security deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period. (If not, indicate deviation specifically) | Yes/ No |
| 10. | EXTENSION ORDER:- Whether you are agreeable to accept extension order for 50% of qty. 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 |
| 11. | Please mention whether rates offered are applicable for part quantities. | Yes/ No |
| 12. | Mention Turnover of the firm for last three years (Enclose balance sheets in support) | |
| 13. | 2014-15 | |
| (a) | 2015-16 | |
| (b) | 2016-17 | |
| (c) | 2017-18 | |
| (d) | 2018-19 | |
| (e) | 2019-20 | |
| (e) | C.A. audited self attested copy of net worth for the last three financial years submitted. | Yes/No |
| 14. | Year of start of manufacture of offered equipment/ material. | |
| 15. | Whether submitted Original Certificate duly certified by CA stating that:- | Yes/ No |

| | | |
|-----|--|---------|
| | <p>a) All interest payment obligations on outstanding debentures have been discharged and no such payment as on 31.12.2020 is/was outstanding / overdue.</p> <p>b) Company is presently not in default in repayment of bank loan and has not been taken up for CDR/SD.</p> | |
| 16. | Whether submitted Pre – contract Integrity pact | Yes/ No |

Place:-

SIGNATURE OF BIDDER:

NAME IN FULL:

Date:-

DESIGNATION/STATUS IN THE FIRM :

COMPANY SEAL:

NOTE:- Scanned copy of this schedule is to be uploaded in e-bidding portal.

SCHEDULE-VI-A**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. |
|-------|---|------------------------------|-------------------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PLACE
DATE

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION / STATUS IN THE FIRM
COMPANY SEAL

NOTE:- Scanned copy of this schedule is to be uploaded in e-bidding portal.

SCHEDULE-VI-B**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. |
|-------|---|------------------------------|-------------------|---|
| | | | | |

PLACE
DATE

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION / STATUS IN THE FIRM
COMPANY SEAL

NOTE:- Scanned copy of this schedule is to be uploaded in e-bidding portal.

SCHEDULE-VII**TYPE TEST SUCCESSFULLY CONDUCTED & ENCLOSED**

| S.N. | Details of type test | Place and institution | Date of conducting test | Remarks |
|------|----------------------|-----------------------|-------------------------|---------|
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NOTE: You are advised to furnish detailed report of above tests along with the tender. The reports of only Government standard test laboratory/ NABL accredited laboratory (Not older than five years) shall be considered.

PLACE
DATE

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION / STATUS IN THE FIRM
COMPANY SEAL

SCHEDULE-VIII**ANNUAL TURNOVER**

| Annual Turnover Data for the Last 5 Years | |
|--|----------------------|
| Year | Amount in Rs. |
| 2015-16 | |
| 2016-2017 | |
| 2017-2018 | |
| 2018-2019 | |
| 2019-2020 | |
| Total Turnover | |

The information supplied should be the Annual Turnover of the Bidder for each year for contracts in progress or completed.

Date:

Signature :

Name :

Status :

Seal of the Tendering Co.:

SCHEDULE-IX**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 upto 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 _____ 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 there under.

WITNESSES: -

SIGNATURES

Authorized Signatories of Bank

1. Signed. _____
2. for _____ Bank

SCHEDULE-X**GENERAL INFORMATIONS**

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
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.

Dated

Place

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

SCHEDULE-XI
PRE-CONTRACT INTEGRITY PACT

1. GENERAL

- 1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month20..., between the CSPTCL acting through Shri.....CE(S&P) (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 on permitted assigns) and the Second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a power company an undertaking of Govt. of CG, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including

criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract 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 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 up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sum paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly 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 submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

- 12.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. If one or several provision of this pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intention.
- 13. The parties hereby sign this integrity Pact aton.....

BUYER/BIDDER

Name of Officer
Destination Department/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1).....

2).....

ANNEXURE- I - IEEMA Price variation clause

Indian Electrical & Electronics Manufacturers' Association

501, Kakad Chambers, 132, Dr. A. Besant Road, Worli, Mumbai 400 018, India.
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Cir. No. 202/DIV/SWG/05

24th June 2002

To All members of Switchgear Division
Members on Charge PVC mailing list for Switchgear
SEBs and listed purchasing organizations

Sub : Re-issue of basic prices/indices circulars for Switchgear

IEEMA has been facing difficulties in receiving prices for steel on regular basis. Price circulars for Switchgear were held up since January 2002 due to same difficulties.

It was necessary to evolve permanent, rational solution uniform applicable to all products wherever steel prices are used. After discussing with different product divisions and the approval of Executive Council; IEEMA is pleased to inform all users and manufacturers the following solution to resolve this problem.

1. Replace steel prices with wholesale price index of 'Iron and Steel (base: 1993-94=100)' since it has been observed over a period that the trend of this index is in line with market conditions.
2. Issue Revision 1 to existing price variation clauses of 'Switchgear' incorporating wholesale price index of 'Iron and Steel (base: 1993-94=100)' in place of respective steel prices.
3. Publish fresh basic prices/indices circulars from June 2000.

Accordingly; we are enclosing herewith following documents for your reference perusal.

A. Revision 1 price variation clauses listed as under:

- IEEMA(PVC)/SWGR/2001 (R-1) Effective from 1st January 2002
- IEEMA(PVC)/SWGR (ABOVE 36 KV)/2001 (R-1) Effective from 1st January 2002

B. Applicable basic prices/indices circulars to the above price variation clauses for the period June 2000 to December 2000, January 2001 to December 2001 and January 2002 to June 2002 vide reference as under:

- IEEMA(PVC) SWGR (R)/JUNE – DECEMBER/2000 dated 24.06.2002
- IEEMA(PVC) SWGR (R)/CONSOLIDATED/2001 dated 24.06.2002
- IEEMA(PVC)/ SWGR (R)/JANUARY - JUNE/2002 dated 24.06.2002

Page : 01/02

50 years in the service of the industry

Our guidelines for application of these new indices/PV clauses is as under:

I. Pending Orders for execution

A. Orders booked prior to June 2000

- ◆ Use applicable price variation clause of Switchgear and Control gear (effective from 1st May, 1988 and HT Switchgear-Above 36 KV effective from 1st April 1993) and applicable prices/indices to this clause to calculate price 'P' from quoted base date up to June 2000
- ◆ Treat above calculated 'P' as 'P₀' and calculate final price variation from June 2000 up to your actual date of delivery using applicable price variation clause from above list under reference A and applicable prices and indices from above list under reference B

B. For Orders booked/quoted after June 2000 (Partly or fully)

- ◆ Consider base indices for a month given in enclosed circulars listed under reference B
- ◆ Calculate price variation using revised PV clauses enclosed; listed under reference A
- ❖ Do not use this procedure for settled claims.

II. Orders booked but not finalized

- Replace applicable PV clause of Switchgear with enclosed revised PV clause listed under reference A and replace respective base prices and indices for revised PV clause listed under reference B.

III. For New Tenders

- Incorporate revised PV clauses in all future tenders.

Similar circulars are being issued for all other products, which were affected due to above-mentioned problem.



Assistant Secretary General

Encl: PV clauses as per reference A and applicable circulars as per reference B



Indian Electrical & Electronics Manufacturers' Association

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E-Mail: mumbai@ieema.org • website: <http://www.ieema.org>.

IEEMA/PVC/SWGR/2001 (R-1)

Effective from : 1st January, 2002

PRICE VARIATION CLAUSE FOR SWITCHGEAR AND CONTROLGEAR

The price quoted/confirmed is based on the cost of raw materials/components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials / components and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and Index number, the price payable shall be subject to adjustment up or down in accordance with the following formula:

$$P = \frac{P_0}{100} \left(25 + 17 \frac{IS}{IS_0} + 18 \frac{C}{C_0} + 10 \frac{Al}{Al_0} + 13 \frac{In}{In_0} + 17 \frac{W}{W_0} \right)$$

Wherein,

P = Price payable as adjusted in accordance with above formula.

P₀ = Price quoted/confirmed.

IS₀ = Wholesale price index of 'Iron and Steel' (base: 1993-94 = 100) (refer notes).

This index is as applicable on the first week ending Saturday of the month, three months prior to the date of tendering.

C₀ = Price of electrolytic copper wire bars (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of tendering.

Al₀ = Price of busbar grade aluminium (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of tendering.

In₀ = Price of phenolic moulding powder for switchgear and controlgear of medium/lower voltage (upto 650 volts) or price of epoxy resin for HT switchgear (above 650 volts) (refer notes).

This price is as applicable on the first working day of the month, one month prior to the date of tendering.

W₀ = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base 1982 = 100).

This index number is as applicable for the month, four months prior to the date of tendering.

For example, if the date of tendering falls in May 2001, the applicable prices of electrolytic copper wire bars (C₀), busbar grade aluminium (Al₀) and insulating material (In₀) should be for the month of April 2001 and wholesale price index of 'Iron and Steel' (IS₀) should be for the first week ending Saturday of February 2001 and all India average consumer price index number (W₀) should be for the month of January 2001.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA(PVC)SWGR/ /_ prevailing as on first working day of the month i.e., one month prior to the date of tendering.

IS = Wholesale price index of 'Iron and Steel' (base: 1993-94 = 100) (refer notes).

This index is as applicable on the first week ending Saturday of the month, four months prior to the date of delivery.

C = Price of electrolytic copper wire bars (refer notes).

This price is as applicable on the first working day of the month, two months prior to the date of delivery.

IEEMA/PVC/SWGR/1/2

Indian Electrical & Electronics Manufacturers' Association

Continuation Sheet No.1

IEEMA/PVC/SWGR/2001 (R-1)

Effective from : 1st January, 2002

- Al = Price of busbar grade aluminium (refer notes).
This price is as applicable on the first working day of the month, two months prior to the date of delivery.
- In = Price of phenolic moulding powder for switchgear and controlgear of medium/lower voltage (upto 650 volts) or price of epoxy resin for HT switchgear (above 650 volts) (refer notes).
This price is as applicable on the first working day of the month, two months prior to the date of delivery.
- W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base 1982 = 100).
This index number is as applicable for the month, five months prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in December 2001 the applicable price of raw materials viz: C, Al and In should be for the month of October 2001 and wholesale price index of 'Iron and Steel' (IS) should be for the first week ending Saturday of August 2001 all India average consumer price index number (W) should be for the month of July 2001.

The "date of delivery" is the date on which the switchgear equipment is notified as being ready for inspection/despatch. (In the absence of such notification the date of manufacturer's despatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

- Notes: (a) All prices of raw materials are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes, octroi etc.
- (b) All prices are as on first working day of the month.
- (c) The details of prices are as under:
- 1) The wholesale price index number for 'Iron and Steel' is as published by the office of Economic Advisor, Ministry of Industry, Govt. of India, New Delhi, with base 1993-94 = 100. This wholesale price index is being published weekly on provisional basis. However, the same gets finalised after eight weeks and is normally available after two months. Therefore, we are considering in our calculations this final index published by Economic Advisor for the first Saturday of the months two months prior to the date of which the prices of other raw materials such as C, Al and In are published for the corresponding month.
 - 2) The price for electrolytic copper wire bars (in Rs/MT) is ex-godown price as quoted by the primary producer of copper.
 - 3) The price of busbar grade aluminium (in Rs/MT) is the average of ex-works price as quoted by the two primary producers for the busbar size 152.4 x 6.35 mm flat approximately, of grade equivalent to E91E as per IS 5082-1981 (or the latest).
 - 4) The price of insulating material (in Rs/Kg) is the average price of phenolic moulding powder quoted by three manufacturers. (for switchgear and controlgear of medium/lower voltage upto 650 volts). **or** is the price of epoxy resin quoted by a resin manufacturer for their grade CT 5900 or its nearest equivalent. (for HT switchgear above 650 volts).

For Indian Electrical & Electronics Manufacturers' Association



Authorised Signatory

IEEMA/PVC/SWGR/2/2

SCHEDULE-XI
CHECK LIST

| S.No | ITEMS | REFERENCE | Whether submitted / not submitted |
|---|--|---|-----------------------------------|
| 1 | Earnest money enclosed | Covering letter (As per clause 4.1) | Yes/No |
| 2 | GTP | Schedule-I | Yes/No |
| 3 | Bidders experience | Schedule-III | Yes/No |
| 4 | Manufacturing details | Schedule-IV | Yes/No |
| 5 | Commercial Information | Schedule-V | Yes/No |
| 6 | Commercial Deviation | Schedule-VI-A | Yes/No |
| 7 | Technical Deviation | Schedule-VI-B | Yes/No |
| 8 | details of type test | Schedule- VII | Yes/No |
| 9 | CA certified Annual turnover | Schedule-VIII | Yes/No |
| 10 | Bank guarantee Performa for Security Deposit | Schedule-IX | Yes/No |
| 11 | General Information | Schedule-X | |
| 12 | Pre-contract integrity pact | Annexure-XI | Yes/No |
| 13 | NSIC/DIC/ Factory registration certificate | As per PQR 5 (D) | Yes/No |
| 14 | Valid MSME registration /BIS license | As per PQR 5 (A) | Yes/No |
| 15 | For 3 years experience in supply –Copy of purchase order along with relevant MRC/Performance | As per PQR 5 (A) | Yes/No |
| 16 | For 2 year satisfactory performance – Copy of performance certificate | As per PQR 5 (A) | Yes/No |
| 17 | Type test certificate not older than 10 years | As per PQR 5 (A) | Yes/No |
| 18 | Financial data for previous 5 years | As per PQR 5 (B) | Yes/No |
| 19 | CA certified Net worth certificate | As per PQR 5 (B) | Yes/No |
| 20 | Declarations | As per PQR 5 (C) | Yes/No |
| 21 | Power of Attorney | As per clause 5 Section-I | Yes/No |
| 22 | Quality Assurance Plan | As per clause 11 Section-I | 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 22</i> | | | |

Signature & Seal of the Bidder

