CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

OFFICE OF THE EXECUTIVE DIRECTOR (S&P) C.S.P.TRANS.C.L., DANGANIA, RAIPUR: 492013 (C.G.)

Phone No. 0771-2574239, 2574240

TENDER SPECIFICATION No. TR -20/S&P/60 (e-Bidding)

PROCUREMENT OF OPGW HARDWARES / ACCESSORIES

RFx N0.8100021528

LAST DATE & TIME OF SUBMISSION OF TENDER 28.05.2021 (TIME 15:00 HRS.)

DUE DATE OF OPENING OF TENDER 28.05.2021 (TIME 15:30 HRS.)

PRICE Rs. 1120/- (Inclusive of 12% GST) if Purchase from O/o E.D. (S&P) & Rs. 1180/- (Inclusive of 18% GST) if downloaded

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 TENDER FORM

The undersigned hereby tender and offer (subject to CSPTCL conditions of tendering), the CHHATTISGARH STATE POWER TRANSMISSION CO. LTD. to test and supply, plant, machinery, materials, deliver and execute and do the several works and things which are described or referred to in the enclosures & Annexure to the specification **TR No. 20/S&P/60** 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 the inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

- (I) Questionnaire for Commercial terms and conditions.
- (II) Questionnaire for Technical specifications of the Materials, and

Bidder's Signature & Address.

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

Office of the Executive Director (Store & Purchase) Dangania, Raipur (CG) 492 013

Ph.No. 0771- 2574240/ 4236/ website: www.cspc.co.in/csptcl Fax- 0771- 2574246

No. 02-16/SE (II)/ TR-20/S&P/60/0094

Raipur, dtd. 07.05.2021

e-PROCUREMENT TENDER NOTICE

Sealed tender/Quotation are invited from **Registered suppliers of CSPTCL / CSPDCL only** for supply of following materials:-

Sl. No.	Tender No.	Particulars	Qty in No.	Cost of tender doc. (Rs.)	E.M.D. (Rs.)	Due date
1.	TR- 20/S&P	Suspension assembly for OPGW fibre optic cable.	188	Rs.1120/- (Inclusive of 12% GST) if Purchase from O/o		
2.	/60 RFx No.	Tension assembly for OPGW fibre optic cable.	208	E.D. (S&P) & Rs. 1180/-	48500.00-	28.05.2021
3.	810002 1528	Vibration Damper for OPGW Fibre optic cable.	580	(Inclusive of 18% GST) if downloaded		

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.

TERMS AND CONDITIONS:-

- The tender documents can be obtained from the office of the E.D. (S&P), CSPTCL, Raipur in person on payment of cost of tender document in the form of MICR D.D. only made out in the name of Manager, RAO (HQ), CSPTCL, Raipur accompanied with firm's application on its letter head on any working day one day before the due date. If tender document is required by post, Rs.250/- is to be paid by D.D. along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal delay regarding receipt/non-receipt of tender documents.
- ii) The tender document will be made available on CSPTCL web site www.cspc.co.in. The bidder participating in the tender can down load the document from web site. In such case, the cost of tender document in the form as detailed above be submitted along with the tender in EMD envelop. In absence of same, the tender shall not be opened.
 - The bidders who download the documents are requested to remain in contact with this office for any development in the tender.
- iii) Tender documents and the detailed specification could be issued on any working day up to the last date of sale of tender document. The duly filled tenders should be dropped in the tender box of the respective tender up to 15:00 hrs. on the due date. In case of tenders sent through post/courier, it will be responsibility of the bidder to drop/get dropped the tender in the respective tender box. No receipt of the tender shall be issued in any case. The T.C. bid shall be opened at 15.30 Hrs. on above date.
- vi) 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 website 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 <u>www.cspc.co.in</u> (Go through CSPTCL-Tender notice) Sd/Executive Director (S&P)
CSPTrans.CL : Raipur

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

The tender No. TR 20/S&P/60 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:50700/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 28.05.2021upto 3.00 pm and due date & time of opening of the tender is 28.05.2021at 3.30 pm.

Important Instructions:-

- 1. Please note that this tender shall be processed online as well as offline. The bidder has to submit all the documents in hard copy as per tender specifications in three 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.

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
- 3. 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.
- 2. 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.
- 3. Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.
- 4. 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.
- 5. Reference time for submission dead line shall be the time displayed in the portal and shall be treated as final.
- 6. 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.
- 7. CSPTCL will not accept incomplete bid.
- 8. The bidder must have a valid Digital Signature & SAP SRM User ID. User ID & Password from CSPTCL and Digital Signing Certificate and Digital Encryption Certificate from any recognized digital signature issuing authority are required for participation in any Tender. The bidder shall

- intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same. For User ID and Password for participating in the tender, the bidder shall register on line through e-bidding portal.
- 10. The e-bidding vendor user manual displayed on website-http://ebidding.cspcl.co.in:50700/irj/portal for the help of the bidders. For any further queries the bidder may contact at Helpline no. 0771-2576672/73 (EITC, CSPDCL, 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 email 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 bidders or their ED (S&P), CSPTCL Tender TR-208/S&P/60 for supply of OPGW Hardwares and accessories. Tender should reach the office of The Executive Director (S&P),CSPTCL authorized representatives. In case of authorized representative(s) they shall bring the original authorization letter with their signature attested by the bidder.
- 16. The bidder should be **registered** in the power Company's (CSPTCL/CSPDCL) with proper validity (Submit the valid Registration certificate duly self attested failing which the price bid shall not be opened)

Executive Director (S&P) CSPTrans.CL: Raipur

Annexure-I

SPECIAL INSTRUCTIONS TO BIDDERS /BIDDERS

- 1. 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).
- a). 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 28.05.2021 upto 3.00 PM and tender will be opened on same day at 3.30 PM in the Office of E.D. (S&P), CSPTCL, Danganiya, Raipur, through E-bidding as per the guidelines.
- b) 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. 48500.00** (Rs. Fourty eight thousand five hundred only) payable in the form of demand draft **in favour of Manager** (**RAO**: **HQ**), **CSPTCL**, **Raipur**, **payable at Raipur** (**Chhattisgarh**). The other details regarding mode of submission of EMD/ exemption from EMD etc are given in **clause No. 6.1 of Section-I** "General Terms & Conditions of the Tender".

4. Qualifying Requirements:-

iv) The Bidder should be registered in CSPTCL / CSPDCL with proper validity for supply of materials as on the date of issue of NIT. The bidder shall be required to submit copy of valid registration in CSPTCL / CSPDCL.

- ii) The bidder must have minimum average annual turnover (MAAT) of Rs. 73.00 lac (Rupee Seventy Five Lacs only) from the best three financial years out of last five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20. Self attested copy of turn-over certificate duly certified by Chartered Accountant shall be submitted.
- iii) Net worth of bidder for last 3 financial year i.e. 2017-18, 2018-19 & 2019-20 should be positive. Net worth means the sum of total of the paid up of the 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. C.A. certified copy of net worth for the last three financial years is to be submitted.
- iv) The firm should have valid GST registration number on date of issue of NIT. The bidder should submit self attested photo copy of GST registration number in T.C. Bid.

The following document must be submitted against PQR in TC bid mentioned at clause 4.

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Particular	Document to be submitted.
The Bidder should be registered in	Copy of valid registration in CSPTCL /
CSPTCL / CSPDCL with proper validity	CSPDCL
for supply of materials as on the date of	
issue of NIT	
The bidder should have experience for	Copy of purchase order issued by
supply of such OPGW hardwares in any	competent authority shall be enclosed
Govt. utilities.	with shall not be older than 5 years from
	the date of issue of NIT.
The bidder must have minimum average	Self attested copy of turn-over certificate
annual turnover (MAAT) of Rs. 73.00 lac	duly certified by Chartered Accountant
(Rupee Seventy Five Lacs only) from the	shall be submitted.
best three financial years out of last five	
financial years i.e. 2015-16, 2016-17,	
2017-18, 2018-19 & 2019-20.	
Net worth of bidder for last 3 financial	C.A. certified copy (self attested) of net
year i.e. 2017-18, 2018-19 & 2019-20	worth for the last three financial years is
should be positive. Net worth means the	to be submitted.
sum of total of the paid up of the 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 firm should have valid GST	Calf attacted photo copy of walld CCT
	Self attested photo copy of valid GST
registration number on date of issue of	registration certificate issued by
NIT.	competent authority shall be enclosed.

- 5. Only **FIRM** rate is to be quoted. No price variation shall be applicable.
- 6. PRICE BID has to be submitted in prescribed format only as per SCHEDULE-I. Ex-works price including packing charges should be quoted. GST & freight and forwarding charges should be quoted separately The total F.O.R. destination price should be quoted in the relevant column.
- 7. The rates quoted in the price bid shall be taken as final for computing the competitive rates and for all purpose.
- 8. The tender document shall be available for sale in the Office of E.D.(S&P) 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 tenders 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. 7 of Section-I. In such case, the cost of tender document in the form as detailed above be submitted along with the tender in EMD envelop. In absence of same, the other envelopes of tender shall not be opened.
- 9. The CSPTCL reserves the right to reject any or all tenders or accept any tender in full or part, considered advantageous to the CSPTCL, whether, it is lowest or not without assigning any reason whatsoever.

SECTION - I GENERAL TERMS & CONDITIONS OF THE TENDER

1. Scope :-

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

2. Acceptance of offers:-

While the tenderers 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.

3. Criteria for placement of order: - The entire quantity shall preferably be procured from the Respective lowest bidder. However, in case entire quantity cannot be allocated to L-1 bidder either due to not quoting full quantity, the CSPTCL reserves right to split the quantities among the next lowest bidder(s) in line on L-1 rate on counter offer basis.

3.1 Extension Order:

The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of material/equipment with associated accessories within six months from date of original order on the same rate, terms and condition, subject to price reduction clause (4).

4. Price reduction clause:-

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

- 5. 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.
- **6. OFFERS :-**The offer for material/materials are required to be submitted in separate sealed envelope for which following details may be noted: -

6.1 <u>PART-I</u> Earnest money deposit:

Please note that techno commercial bid of the tender will not be opened at the time of tender opening if earnest money is not deposited in the form of demand draft as described **in clause 3 of annexure-I** unless the bidder is exempted from submission of EMD. The exemption from submission of EMD shall be given in the following cases:

- (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.
- (ii) Small scale units registered with NSIC: In case of small scale units permanently registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid.
- (iii) Fully owned State Govt /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence must be furnished with offer.
- (iv) Self attested copy of the NSIC/ SSI registration certificate for the tendered item should be furnished with the offer.
- (v) The tenderers who come under any of above category must produce documentary evidence failing which offer shall be rejected.

In case the tenderer 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.

6.2 PART-II Techno commercial Bid:

6.2 **PART-II (A) Technical bid**:

6.2.1 In this part of bid, tenderer will have to furnish confirmation in regard to all our technical requirements / drawings. The bidder shall supply the required materials strictly as per the approved drawings of CSPTCL.

6.2.2 Completeness of equipment and bought out items: -

The tenderers must furnish the following informations along with technical bid.

- i) The responsibility for obtaining timely supplies of bought out items will rest on the tenderer 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 should be recoverable from the tenderer on total cost of the material.
- iii) For bought out items, responsibility for guarantee and obtaining immediate replacement / rectification, in case any defects are noticed and in case defective supply of any item is reported will rest on the tenderer.
- iv) In case for attending to defect in any equipment or inspection / replacement of the equipment, which may be bought out item for the tenderer; services of engineer of original manufacturer is required, the same will be organised on immediate basis by the tenderer at his cost.

6.3 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 duly filled in, will form part of commercial bid. All commercial shedules viz. commercial terms and conditions, PQR related documents as mentioned in Annexure – I Clause 4.

6.3.1 **Prices:-**

The prices offered should be in Indian Rupees only. The offered rates should be valid for validity period of offer for 120 days from due date of tender and the complete contractual period. In case of extension in due date of opening, the validity shall be counted from the extended due date on which TC bid has been opened. **The prices offered should be FIRM**.

The prices should be quoted in the proforma given in **schedule-I** indicating unit ex-works price inclusive of packing charges. GST, freights & forwarding should be quoted separately in the relevant columns. 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 but you would not be entitled for claiming higher rate of GST due to change in your turnover. **In case supplies against the contract are effected 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.**

However, evaluation of comparative rates shall be done considering the total landed cost including GST. The counter offer shall be such that the total landed cost including GST shall be the same for within and outside state untis.

6.3.2 **Terms of payment:**

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

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

6.3.3 **Delivery period:**

The delivery of entire quantity should be completed within 120 days from the date of order.

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

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

6.3.4 Penalty:

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

6.3.5 **Guarantee period:**

Equipments offered and associated accessories covered under the tender shall be guaranteed for performance and quality for a period of 12 months from the date of supply in Store.

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

If for the purpose of replacement / repairs, the material is required to be dispatched to your works, all charges towards transportation / insurance / packing / forwarding will have to be paid by you for to and fro dispatches.

6.3.6 **Security deposit:**

The supplier has to submit the security deposit in form of FDR / Demand Draft / Bank Guarantee (valid for guarantee period plus six month's claim period) 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 of Rs. 10.00 (Rs. Ten lac only)
- (iii) In case of SSI units of CG whose annual business is up to Rs.50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of order subject to maximum of Rs.20,000/- (Twenty thousand only).

6.3.6 **Transit risk:**

- a) Responsibility regarding covering of risk, during transit of material shall entirely be on the supplier. The CSPTCL, shall in any case, not bear the transit risk/transit insurance charges.
- b) Transit damages/ shortages/ losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for the settlement from carrier or insurance company etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done fro 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.

6.3.8 **Unsatisfactory performance:**

In case material supplied by the bidder against earlier tender of this office have gone defective/failed and same has not been replaced by him ,as per terms & condition of order ,the price bid of such bidders shall not be opened.

6.4 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 prices 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 indicate unit ex-works price inclusive of packing & forwarding charges, GST, freight charges & andy other charges should be quoted separately. However, the delivery shedule 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.

7. 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 (6.1). 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 6.1 is not found inside the envelope.

and

- ii) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.
- (ii) Envelope II (To contain Part-II of tender document)

This envelope should contain the Technical Bid and Commercial bid complete in all respects along with the documents required for PQR.

All the two envelopes shall be kept in one sealed envelope addressed to the EXECUTIVE DIRECTOR (S&P), CSPTCL, Raipur with the name of tender, tender specification number, due date of tender, amount & mode of E.M.D. and name of the bidder super-scribed on the cover. The offer should be dropped in tender box, kept in the office of ED (S&P) CSPTCL, Dangania, Raipur (CG)

In case tender document is downloaded from website the envelope should also be superscribed "DOWNLOADED FROM WEBSITE-TENDER COST FURNISHED"

8. OPENING OF TENDERS:-

Part - I i.e. The envelope for Tender Cost (if downloaded), Earnest Money & GST registration certificate shall be first opened on the due date & time. Part-II i.e. "Technical & Commercial Bid" will be opened thereafter on the same day in respect of the bidders whose GST registration certificate is attached, EMD are found to be as per tender specification and tender cost is found to be as per tender. These bids will be scrutinized and then we will take decision regarding opening of price bid in respect of successful Bidders. For the purpose of opening of price bid, a notice shall be given to the Bidders so that they may depute their representative for attending price bid opening. 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.

9. **Inspection:**

a) The inspection of the materials shall be carried out at Area Stores by CSPTCL's representative.

10. **Pool rate / Cartel:**

Formation of tenderer's cartel is strictly prohibited. "Cartel" includes an association of sellers, distributors, traders or service providers who by agreement among 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 tob be same, quantity of orders to be placed on them will be reducted 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.

11. Amendment in specifications:

The Company may revise or amend the specificaiton an rawing, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be communicated to all the tenderers as Amendment/ Addendum to the invitation of tender and the same will be displayed in CSPTCL's webiste also.

12. **Bids through fax:-:**

Fax offers will not be considred under any circumstances.

13. Lumpsum based bids:

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

14. Printed terms & conditions in bids:

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

15. Alterations/ correction in bids:

No alternations in the tender document, will be permitted.

16. **Incomplete bids:**

Tender which is incomplete or obscure is liable for rejection.

17. Ambiguities in conditions of bids:

In case of ambiguous or self contradictory terms/ conditions mentioned in the bid, interpretations as may be advantageous to the Company, may be taken without any reference to the tender.

18. **Disqualification of bids:**

A bid which gets opened before the due date as a result of improper or no indication has been given on the cover to indicate that it is a tender, will be disqualified. Tenderers will not be permitted to change the substance of his tender on post interpretation/ improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of price bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.

19. **Language of bids:**

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

20. Canvassing of bids:

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

21. Offered quantity:

It is obligatory to offer 100% of the tendered quantity of material. Bids with an offer of less than 100% of tendered quantity shall not be considered.

22. Cancellation of order:

- 22.1 The company may upon written notice of dafault, terminate contract in the circumstances detailed here under:
 - (a) If in the opinion of the Compnay, 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.
- 22.2 In the event of such termination, the CSPTCL shall exercise its descretionary power as:
 - (a) To recover from the supplier the agreed liquidated damages as given in the clause No. 6.3.4 above.

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(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.

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- (c) To cancel the contract reserving Company right to recover damages.
- 22.3 Notwithstanding that the power under clause (22.2 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.

- 22.4 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 22.2 (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.
- 22.5 The decision of the Company 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 wirting or otherwise at any time for the rejection of the stores/ material.
- 22.6 In the event Company does not terminate the order as provided in clause 22.2 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 6.3.4 until supplies are accepted.

23. **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 nominted 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 Umpireto 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 wiriting 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.

24. **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.

25. Variation in quantity:

A tolerance in the ordered qutnitiy will be allowed to the extend of \pm (plus minus 2%). This tolerance will be allowed on total ordered quanity. The MRCs shall be issued on actual receipt of quantity only.

This clause will be applicable to items which are ordered in terms of weight or length i.e. cable, conductor, transformer oil etc.

26. COMPLIANCE OF REGULATIONS :-

The supplier shall warranty that all Goods covered under procurement shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable rules, regulations including Industries(Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements as applicable from time to time.

$\underline{Section-II}$

TENDER SPECIFICATION NO. TR-20/S&P/60 TECHNICAL SPECIFICATION FOR OPGW HARDWARE & ACCESSORIES.

S. No.	Name of Item	Make	Remarks.
1.	Suspension assembly for OPGW	ZTT.	As per drawing
	fibre topic cable.		enclosed.
2.	Tension assembly for OPGW fibre	ZTT.	As per drawing
	optic cable.		enclosed.
3.	Vibration damper for OPGW fibre	ZTT.	As per drawing
	optic cable.		enclosed.

S.E.(II) O/o E.D. (S&P), CSPTCL

SCHEDULE-I PRICE AND QUANTITY SCHEDULE

S. No.	Particulars	Qty.	Unit FOR	Forwarding	GST@	Total unit	Total
		required	Ex-works	& Freight	% on Ex-	FOR	Amount(Rs.)
		(No.)	price	charges(Rs./	works and	price(Rs.)	
			inclusive of	unit)	forwarding		
			packing		& freight		
			charges		charges)		
			(Rs/unit)				
1	Suspension	188					
	assembly for						
	OPGW fibre topic						
	cable.						
2	Tension assembly	208					
	for OPGW fibre						
	optic cable.						
3	Vibration damper	580					
	for OPGW fibre						
	optic cable.						

Note:-

- 1) The price quoted should be FIRM.
- 2) Only statutory variation due to Govt regulations in GST during Contractual delivery period shall be paid by CSPTCL
- 3) 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 & Seal of Bidder

COMMERCIAL INFORMATION

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.	Rate of GST(goods and service tax)	
3.	PAYMENT TERMS:- Whether CSPTCL's terms of payment is acceptable to the bidder.	Yes/ No
4.	DELIVERY PERIOD:- Whether CSPTCL's terms of Delivery is acceptable to the bidder.	Yes/ No
5.	PENALTY CLAUSE Whether agreeable to CSPTCL's Penalty clause	Yes/ No
6.	GUARANTEE PERIOD :- Whether agreed to CSPTCL's guarantee period of 12 months from the date of supply.	Yes/ No
7.	SECURITY DEPOSIT 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
8.	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
9.	Mention Turnover of the firm for last three years (Enclose turnover certificate)	
(a)	2015-16	
(b)	2016-17	

(c)	2017-18	
(d)	2018-19	
(e)	2019-20	
10.	C.A. audited self-attested copy of net worth	Yes/No
	for the last three financial years submitted.	

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





