CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

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

Phone No. 0771-2574238, 2574240 FAX: 0771-2574246

TENDER SPECIFICATION No. TR- 21/S&P/26

SUPPLY OF EHT LINE HARDWARES AND ACCESSORIES SUITABLE FOR ACSR PANTHER CONDUCTOR

(<u>Through: E-bidding</u>) RFX No. - 8100023556

LAST DATE & TIME OF SUBMISSION OF TENDER 22.11.2021 (TIME 15:00 HRS.)

DUE DATE OF OPENING OF TENDER 22.11.2021 (TIME 15:30 HRS.)

Price
Rs. 1180/- Tender Form

TENDER NO TR-21/S&P/26

INDEX

Sr.	PARTICULARS	PAGE No.
No.		
1	Tender Form	3
2	E-Procurement Tender Notice	4-5
3	Special instruction to bidders	6-7
4	Annexure – I	8-13
	(Special instruction to bidders)	
5	Section - I	14-28
	General Terms & Condition of the tender	
6	Section – II (A)	29-35
	Technical Specification Of Materials	
	Section – II (B)GTP	36-40
7	SCHEDULES TO BE FURNISHED WITH TECHNO-	
	COMMERCIAL BID	
	SCHEDULE- I - PRICE & QUANTITY SCHEDULE	41
	SCHEDULE-II - TECHNICAL INFORMATION	42
	SCHEDULE- III - TECHNICAL DEVIATION	43
	SCHEDULE- IV- COMMERCIAL INFORMATION	44-46
	SCHEDULE -V - COMMERCIAL DEVIATION	47
	SCHEDULE- VI- ANNUAL TURN OVER	48
	SCHEDULE-VII - BIDDER'S EXPERIENCE	49
	Series CEE VII BIBBER SEM ERRENCE	17
	SCHEDULE-VIII- NAME OF THE MANUFACTURER,	50
	PLACE OF MANUFACTURING, TESTING AND	
	INSPECTION	
	SCHEDULE-IX- B.G. PROFORMA FOR SECURITY	51
	SCHEDULE-X- Pre-contract Integrity Pact	52-57
0		
8	SCHEDULE-XI (P.V.CLAUSE)	58-61
9	SCHEDULE – XI CHECK LIST	62

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-21/S&P/26 dtd.22.11.2021, 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
- (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 Board will have right to take the same to be advantageous for the company. Company's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid, which may in any way alter the offered prices.

Dated, this day of

Bidder's Signature Bidder's Address.

C.I.N.: U40108CT2003SGC015820

CHHATTISGARH STATE POWER TRANSMISSION COMPANY LTD. RAIPUR

Raipur, Dtd: 29.10.2021

(A Government of Chhattisgarh Undertaking)

OFFICE: EXECUTIVE DIRECTOR (STORE & PURCHASE)

Address: 3rd Floor, SLDC Building, Dangania-Raipur (CG)-492013

Website: <u>www.cseb.gov.in</u> Fax:0771-2574246, Tele.0771-2574239/4240

No.02-16/SE-II/ TR-21/S&P/26/1380

E-PROCUREMENT TENDER NOTICE

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

Sl. No.	Tender No.	Particulars	Qty in Nos.	Cost of tender document including GST (Rs.)	EMD (Rs.)	Due date
1.		Single Tension Hardware for ACSR Panther Compression type	2450			
2	TR-	Double Tension Hardware for ACSR Panther Compression type	355			
	21/S&P/26 RFx No- 8100023556	Single suspension Hardware for ACSR Panther with armour rods AGS type	1250	1180/- (Incl. of 18% GST)	77,000	22.11.2021
4	010002000	Double suspension hardware for ACSR Panther with armour rods AGS type	195			
5		Mid Span Joint	490			
6		Repair Sleeves	280			
7		Vibration Damper	4950			

- 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 ED (S&P),CSPTCL, Raipur in person on payment of cost of tender documents in the form of DD only made out in the name of Manager (RAO: HQ), CSPTCL, Raipur accompanied with

firm's application on its letter head. If tender document is required by post, Rs.250/-is to be paid by DD additionally along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal delay in receipt/ non-receipt of tender documents. No receipt of tender shall be issued in any case.

- (ii) The tender document can also be downloaded from official website of CSPTCL 'www.cspc.co.in (go through Chhattisgarh State Power Transmission Co. Ltd.- Tender Notice/ Store & Purchase Offices) and required tender fee in form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur payable at Raipur should be submitted along with EMD in envelope containing DD of EMD. The envelope containing DDs of cost of tender document and EMD should be suitably super scribed "DDs containing cost of tender document and EMD". The details of DDs be mentioned on the outer side of the envelope also. Please note carefully in absence of aforesaid requisite tender fee, further bids shall not be considered for opening.
 - (iii) Tender document and the details specification can be obtained on any working day one day prior to the due date. The tenders duly filled in shall be dropped/get dropped in the specified tender box up to 15.00 Hrs. respectively 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. respectively 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.

Executive Director (S&P)
CSPTCL: Raipur

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

The tender specification no. **TR-21/S&P/26** is to be processed through e-bidding. The Techno commercial bid is to be submitted online as well as offline (hard copy). Details of NIT & Tender Documents are available on our website — **http://www.cspc.co.in & http://ebidding.cspcl.co.in:50724/irj/portal**. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section.

Last date & time of submission of techno commercial bid in hard copy and upload details in softcopy is **22.11.2021 upto 15:00 pm**. Due date & time of opening of part –I and part-II in Hard copy and TC bid soft copy details through SAP SRM (e-bidding Portal) of the tender is **22.11.2021 at 15:30 pm**. Price bid is not required to submit in Hard copy.

Important Instructions:-

- 1. Please note that this tender shall be processed online as well as offline. The bidder has to submit all the documents in hard copy as per tender specifications in four envelopes. Besides above, scanned copy of following documents are to be uploaded in e-bidding portal:-
- (a) The scanned copy of DD for tender fee.
- (b) The scanned copy of DD for EMD/ EMD exemption.
- (c) Schedule IV Commercial Commercial information.
- (d) Schedule V Schedule for commercial deviation.
- (e) Schedule II & III Schedule for Technical Information & 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 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 upto 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 bidders or their authorized representatives. In case of authorized representative(s) they shall bring the original authorization letter with their signature attested by the bidder.

Executive Director (S&P)
CSPTCL: RAIPUR

Annexure-I SPECIAL INSTRUCTIONS TO BIDDERS

<u>IMPORTANT</u>: 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 **22.11.2021 upto 15:00 PM** and tender will be opened on same day at **15:30 PM** in the Office of ED (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. <u>Tender Fee:</u> The tender document can also be downloaded from official website of the CSPTCL (<u>www.cspc.co.in/csptcl</u>). 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.(i) Earnest Money:-The Earnest Money in the instant tender is Rs 77,000/- (Rupee Seventy Seven Thousand 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. 5.0 of Section-I "General Terms & Conditions of the Tender".
 - (ii) Goods & Service Tax:-The bidder should furnish valid GST registration certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.
- **4.** The bidding is open to manufacturers only who can provide satisfactory evidence to substantiate this.

5. Qualifying Requirements:-

The bidder is required to furnish self attested (i.e. copy attested by authorized signatory of the tender) document proof for having acquired following Pre Qualifying Requirement (POR):-

SN	Proposed tender TR-21/S&P/26 for hardware & accessories of ACSR Panther Conductor		
	Particulars	Documents to be submitted in support Self attested	
		copies (i.e. copy attested by authorized signatory of	
		the tender).	

1	The Bidder should be manufacturer of tendered items or for higher size ACSR Conductor having manufacturing unit in India.	Valid NSIC/DIC certificate for tender items duly attested by self. In case firm is not registered with NSIC/DIC, bidder should furnish self attested copy of Factory Registration Certificate issued by Industries Department of State/Central Govt. for tendered items.
2 (a)	For Regular supplier The bidder should have minimum experience of 5 years (i.e.2015-16, 2016-17, 2017-18,2018-19 & 2019-20) for manufacturing & supply of tendered item or higher size to following Indian entities:- i.) Power utilities owned and controlled by Central or State Govt., Or ii.) PSUs, Or iii.) Govt. Organizations' as on the date of issue of NIT. Further these hardware & accessories should be in successful operation for minimum 03 years from the date of commissioning as on date of issue of NIT in the aforesaid entities.	(a) In support of supply, copies of purchase order (in the name of manufacturer) and relevant MRCs (Material Receipt Certificate) issued by the entities mentioned will be submitted. The date of receipt mentioned in MRC will be treated as actual date of supply. The supply experience as on the date of issue of NIT will be counted from the aforesaid actual date of supply. In case of non-availability of MRC, commissioning certificate /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 mentioned in clause-2 of the PQR.
		If performance certificate indicates both proof of supply experience of 05 years or more and satisfactory performance for 03 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 three years as per PQR. All these documents should be attested by the authorized signatory of the tender.
		Supply through turnkey contracts:-
		i) Copies of order issued by the entities mentioned in para A(2) of PQR to the turnkey contractor (Order should be in the name of the turnkey contractor).
		 ii) Copies of order issued by the turnkey contractor(s) to the manufacturer (bidder). iii) Copies of inspection letter and dispatch clearance issued by the entities mentioned in para A(2) of PQR to the manufacturer (bidder). iv) Copies of invoice issued by the turnkey contractor to the entities mentioned in para A(2) of PQR. v) Copies of performance certificate issued by the entities mentioned in para A(2) of PQR towards proof of execution of order placed by the turnkey contractor to the manufacturer (bidder).
		b) In support of satisfactory performance, a self attested copy of performance certificate issued by the entities mentioned in clause-2 of the PQR will be submitted.
(b)	For C.G State SSI units 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.	Copy of registration under MSME act 2006, type test and BIS license for tender items, duly self attested.

3	The bidder should have all the type test certificates of tendered item materials as per relevant standards i.e. ISS issued by Govt. standard test laboratory/ NABL accredited laboratory shall be submitted along with the tender. The type test certificate of tendered materials shall not be more than 7 years old from the date of issue of NIT.	Self attested copy of test certificate.
4 (a)	For Regular Suppliers The bidder should have minimum average annual turn over (MAAT) for best three years out of last five financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19& 2019-20) of Rs 1.16 Cr.	Self attested copies of statement of annual turnover (as per annexure of the tender), audited balance sheets and profit & Loss statement should be furnished in support, duly certified by Chartered Accountant. The balance sheets furnished should be for last five financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19& 2019-20).
	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).	
(b)	For C.G State SSI units CG State SSI units should have the aggregate turnover of minimum Rs. 5.80 lacs during last 3 financial years i.e FY, FY2017-18, FY2018-19 & FY2019-20.	Self attested copies of statement of aggregate turnover audited balance sheets and profit & Loss statement should be furnished in support, duly certified by Chartered Accountant. The balance sheets furnished should be for FY2017-18, FY2018-19 & FY2019-20.
5	Net worth of bidder for last 3 financial year i.e. 2016-17, 2017-18 and 2018-19 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.	Self attested copy of Statement showing 'Net Worth' indicating assets and liability of firm duly certified by Chartered Accountant for the last three financial years i.e. 2017-18, 2018-19 and 2019-20
6	Debar/Black listed statement: 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.	A declaration in this regard shall be furnished by the bidder.
7	The bidder should furnish an undertaking that he will be disqualified if any of the statements & attachments submitted in proof of the qualification requirements is found to be false or misleading.	Undertaking has to be submitted by bidder.

8	The bidder shall submit certificates (in original) issued by CA duly mentioning UDIN no. of that CA. confirming fulfilment of following criteria: a) Bidder should have discharged all its payment obligations (Principal/Interest) on outstanding debentures (i.e. debentures which have not yet been redeemed), if any and no such payment was due on 30.06.2021 should be outstanding/overdue.	The bidder shall give self attested copy (i.e. copy attested by authorized signatory of the tender) (in original) duly mentioning UDIN no. of that CA.
	b) Bidder should not be presently in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder should not have been classified as NPA (Non performing Assets) by the creditor/lending bank, as on date of issue of NIT.	
9	Any sum of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with this requirement shall not be opened.	A declaration in this regard shall be furnished by the bidder.
10	The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule X on non-judicial stamp paper worth Rs.300/- duly signed and notarized 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 2 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.	A declaration in this regard shall be furnished by the bidder

- 6. Only VARIABLE rate is to be quoted. The offered prices should be variable as per IEEMA price variation formula as per circular enclosed in SCHEDULE-XI of this specifications. The base indices for the calculation of price variation shall be based on 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. However, if delivery of material get delayed beyond contractual delivery period, price variation claimed shall be governed as detailed in this specification.
- 7. PRICE BID has to be submitted in prescribed format only as per **SCHEDULE-I.** Exworks price including packing & forwarding charges should be quoted. Goods & Service Tax (GST), any other charges & freight charges should be quoted separately. The total F.O.R. destination price should be quoted in the relevant column.
- 8. The rates quoted in the price bid shall be taken as final for computing the competitive rates and for all purpose.
- 9. The tender document shall be available for sale in the Office of ED (S&P), CSPTCL on payment of the cost of tender document through demand draft / cash payment 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 tender shall not be opened.

- 10. The bidder should have adequate plant and machinery necessary for the manufacture of the tendered item.
- 11. 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.

12. Offered quantity:

It is obligatory to offer at least 60% of the tendered quantity of material for manufacturers other than C.G state SSI units. Bids with an offer of less than 60% of tendered quantity shall not be considered. However, for SSI units of CG the minimum quantity of offer shall be 10 % of the quantity allocated, below which the offer will not be considered.

13. Criteria for placement of order: -

<u>For C.G State SSI units:-</u> For C.G State SSI units meeting all technical requirements of tender upto maximum 25% of tendered quantity (i.e. 613 nos single tension,89 nos double tension, 313 nos single suspension, 49 nos double suspension, 123 nos Mid Span Joint, 70 nos Repair sleeves & 1238 Vibration Damper) is reserved for CG State SSI/ MSME units for procurement subject to following terms & condition.

- (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 tendered items.
- (2) CG State SSI units should have the requisite valid type test reports of tendered material/equipment and BIS License.
- (3) CG State SSI units offering against reserved quantity for CG State SSI units, shall not quote price for the tendered item.
- (4) C.G State SSI units has to offer minimum 10% of quantity allocated for C.G State SSI units
- (5) 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.
- (6) If any CG State SSI unit submits the price bid in open tender, he shall not be considered against quantity reserved for C.G State SSI units
- (7) 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.
- (8) In case of non/partial acceptance of allotted 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.

- (9) 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.
- (10) CG State SSI units are also eligible for extension order up to 50% of the original order quantity placed on them.
- For Regular Suppliers: The balance tendered quantity other than reserved for CG State SSI Units for tendered item will be offered to respective lower bidder for each item. However in case entire quantity cannot be allocated to L-1 bidder due to not quoting full quantity balance quantity shall be procured from next lowest bidders(L-2) on L-1 rate on counter offer basis.
- 14. Bidders are requested to go through 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 may be liable for rejection without any correspondence by the CSPTCL.
- 15. INTEGRITY PACT: The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule- X 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 2 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.

16 "EXTREMELY IMPORTANT'- (Bidders to note this to avoid rejection of the bid)

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

However, if any short coming is observed during scrutiny of TC bid, CSPTCL reserves the right to seek required clarifications/documents from bidder giving them only one chance to submit required documents/ clarification/ confirmations within specified time line. It may also be noted that if a bidder has quoted 'NIL' deviations in Schedule IV (deviation technical specifications / condition and Schedule III (deviation commercial conditions) this will have an overriding effect on any other condition noted as deviations elsewhere in the bid.

Section-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 Offered quantity:

It is obligatory to offer at least 60% of the tendered quantity of material for manufacturers other than C.G state SSI units. Bids with an offer of less than 60% of tendered quantity shall not be considered. However, for SSI units of CG the minimum quantity shall be 10% of the quantity allocated, below which the offer will not be considered.

The bidders will have to supply the materials strictly as per specification of this tender and accordingly rates should be quoted.

4 Criteria for placement of order: -

For C.G State SSI units:- For C.G State SSI units meeting all technical requirements of tender upto maximum 25% of tendered quantity (i.e. 613 nos single tension,89 nos double tension, 313 nos single suspension, 49 nos double suspension, 123 nos Mid Span Joint, 70 nos Repair sleeves & 1238 Vibration Damper) is reserved for CG State SSI/ MSME units for procurement subject to following terms & condition.

- (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 tendered items.
- (2) CG State SSI units should have the requisite valid type test reports of tendered material/equipment and BIS License.
- (3) CG State SSI units offering against reserved quantity for CG State SSI units, shall not quote price for the tendered item.
- (4) C.G State SSI units has to offer minimum 10% of quantity allocated for C.G State SSI units
- (5) 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.

(6) If any CG State SSI unit submits the price bid in open tender, he shall not be considered against quantity reserved for C.G State SSI units

- (7) 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.
- (8) In case of non/partial acceptance of allotted 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.
- (9) 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.
- (10) CG State SSI units are also eligible for extension order up to 50% of the original order quantity placed on them.
- For Regular Suppliers: The balance tendered quantity other than reserved for CG State SSI Units for tendered item will be offered to respective lower bidder for each item. However in case entire quantity cannot be allocated to L-1 bidder due to not quoting full quantity balance quantity shall be procured from next lowest bidders(L-2) on L-1 rate on counter offer basis.
- **Extension Order:** The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of tender items/material with associated accessories within six months from date of order and accordingly offered prices should be taken into account for these requirements.
- **6. 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.
- 7. The tenderers 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.
- **8 Offers:-**The offer for material/materials are required to be submitted in Duplicate in separate sealed envelopes for which following details may be noted: -

8.1 PART-I 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 duly notarized by a notary should be furnished with the offer. In case of un notarized copy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.
- v) It has been noticed that some bidders submit photocopy of certificate. This is not acceptable. The photocopy of valid NSIC certificate should be self attested (i.e copies attested by authorized signatory of the tender) failing which tender shall be liable for rejection.
- vi) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.
- vii) The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted.

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

8.2 PART-II Techno commercial Bid:

8.2 1 **PART-II (A) - Technical bid**:

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

The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule-X on non-judicial stamp paper worth Rs. 300/- duly signed by the bidder along with the Techno-Commercial bid.

8.2.2 Completeness of equipment and bought out items: -

The tenderer must furnish the following information's 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.

- 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 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 organized on immediate basis by the tenderer at his cost.
- 8.2.3 It would be obligatory on the part of Bidder to enclose a schedule of Technical deviation in Schedule-III 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.

8.2.4 **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. The tenderer, therefore should furnish all information's clearly. All commercial schedules viz. commercial terms & conditions, commercial deviations, tenderers experience, details plan of manufacturing & testing shall be furnished with this bid.

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

8.3.1 **Prices:** The prices offered should be in Indian Rupees **Variable** with base datei.e. one month prior to date of opening of TC bid. Quoted prices should be variable as per IEEMA formula 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. The offered rates should be valid for 180 days from due date of tender. 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 should be quoted in the proforma given in schedule-I indicating unit exworks price inclusive of packing & forwarding charges. Freight charges & applicable GST charges should be quoted separately in the relevant columns.

The freight shall be on FIRM basis irrespective of whether the ex-works prices are firm or variable. In case of variable prices, 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. The invoices should be supported with calculation of price variation along with documentary evidence of applicable indices. Price adjustment invoices submitted after 6 months from date of supply of material will not be entertained for payment, however negative variation in the price will be recoverable. 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 Dy.GM (Bills) O/o ED (Finance), CSPTCL, Raipur.
- **8.3.2** Taxes / Goods & Service Tax etc. (Tender Clause 6.3.1): The prices should be quoted in the proforma given in schedule-I indicating unit ex-works price inclusive of packing charges. Goods & Service Tax (GST), any other taxes/duties payable by the bidder, freights should be quoted separately in the relevant columns. 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 & other taxes/levies shall be permitted by CSPTCL only within contractual delivery schedule. 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 then the delayed supplies beyond contractual delivery period will attract reduced rate of levies.
- **8.3.3 Terms of payment:** 100% payment along with all taxes and duties shall be made on production of necessary documents including submission of bills along with material receipt certificate (MRC) from our consignee normally within 30 days time from the date of receipt of material by consignee.

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

8.3. 4 Delivery Period:- The 100% quantity of order materials should be delivered within 2 (two) months from the date of order. However if required the delivery may be advanced / deferred by CSPTCL.

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

(i) Recover from the supplier as agreed Penalty /liquidated damages at the rate mentioned in "Penalty" clause.

(ii) Purchase elsewhere on account and at the risk of the supplier, the stores not delivered or other of similar description or;

- (iii) Cancel the contract
- **8.3.5**. Security Deposit:- The supplier has to submit the security deposit in form of Demand Draft / Bank Guarantee for value of order as indicated below to cover performance guarantee period for supply of equipments covered in this specification.
 - (i) All the outside state units shall be required to pay security deposit @10% of ordered value.
 - (ii) The SSI units of CG having annual business above Rs.50.00 Lacs shall be required to pay Security deposit @7.5% of the value of order subjected to maximum Rs. 10.00 lacs (Rs. Ten lac only)
 - (iii) In case of SSI units of CG whose annual business is up to Rs.50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of order subject to maximum of Rs. 20,000/- (Rupee Twenty thousand only).

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

8.3.6 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 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.

- **8.3.7 Integrity Pact:** As per the circular N0. 799 dtd. 10.07.2013 issued by Chief Secretary, Govt. of CG; proforma for integrity pact has been incorporated in the tender as a **Schedule-X** and all the bidders have been asked to submit duly filled integrity pact along with the tender.
- **8.3.8** Guarantee Period:- Material offered covered under the tender shall be guaranteed for performance and quality for a period of 30 months from the date of supply in Store.

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

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

In this connection, please note that the following additional conditions will also be applicable in case any damages / defects are noticed in the equipments or its accessories supplied by you.

8.3.9 Penalty:

The time for and the date of delivery of the material stipulated in the order shall be deemed the essence of the contract. In case of delay in execution or non-execution of the order the CSPTCL at its option shall recover from the supplier/ contractor as agreed **towards liquidated damages** a sum of ½% of the total price of any stores not delivered per week or part thereof up to a maximum of 10%. For this purpose date of receipt of offer for inspection of material in the O/o Chief Engineer (Procurement & Projects) shall be considered as the date of delivery subject to condition that offer has been made 15 days in advance of terminal date of scheduled delivery & material is delivered at stores within 21 days of clearance. Please note that in case material is not received within 21 days from date of issue of Dispatch instructions even though the delivery period exists penalty shall be imposed on delay of dispatch.

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

8.3.9 Deviations:

It would be obligatory on the part of the tenderer 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.

8.3.10 Unsatisfactory performance:

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

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).

8.3.11 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. In case of any discrepancy is found suitable loading on prices will be considered for which responsibility will rest on the Bidder.

9. Submission of offers:

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

(i) **Envelope - I :-** (To contain Part-I of the tender document)

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

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

Please note that the tender shall be liable for rejection if

i) EMD as per tender specification / proof in support of exemption of EMD as per clause 4.1 is not found inside the envelope. **The GST registration** certificate is not furnished

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, in duplicate & Integrity pact as per proforma in Annexure -I.
- (iii) Envelope III:- This large envelope should contain all the above two envelopes. A certificate in the following format should be recorded on main envelope itself.

TENDER SPECIFICATION No. TR-21/S&P/26 DUE FOR OPENING ON 22.11.2021 FOR SUPPLY OF EHT LINE HARDWARE & ACCESSORIES SUITABLE FOR ACSR PANTHER CONDUTOR.

To.

The Executive Director (Store & Purchase) C.S. Power Transmission Co. Ltd., Dangania, 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 tenderer

THIS ENVELOPE (Envelop-III) CONTAINS TWO ENVELOPES FOR:-

- 1. Envelop-I : Earnest Money Deposit and cost of tender document if tender document is downloaded) **along with GST registration certificate**
- 2. Envelop-II: Technical bid & Commercial Bid along with integrity pact and a copy of unpriced / unfilled price schedule.
- 3. Envelop-III: . Envelop-I & Envelop-II.

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

8. **Opening of tenders:**

Part - I i.e. Earnest Money 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 EMD are found to be as per Tender specification.

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 bidders shall be allowed to participate in the tender.

11. 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 tenderer that they should go through our tender document carefully and comply all other conditions also, like 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 completed in all respects. It should not be expected that in case of lack of any information, the CSPTCL will make any correspondence with the tenderer. 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 CSPTCL etc. All tenders wherein these conditions are not complied with, may run the risk of rejection without correspondence from our side.

12. Change of quantity:

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

13. **Inspection:**

- a) 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.
- b) The successful supplier shall keep the purchaser informed in advance of the time of starting and of the progress of manufacture of equipment in various stages so that arrangements could be made for inspection.
- c) No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested by the CSPTCL's representative and Delivery Instructions (D.I.) is issued in this regard.
- d) The acceptance of any quantity of material shall in no way relieve the successful supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such material are later found to be defective.
- e) 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:

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 specification. If required, the Company shall have option to test the samples selected at random from the supplies affected and subject it to acceptance test as per relevant ISS and Technical specifications at any standard laboratories e.g. CPRI, ERDA etc

In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection (i.e. unused material so supplied) and the Supplier will have to refund the amount paid including taxes and duties as well as the **test charges** thereof after inspection. Such quantities or rejected materials identified shall be replaced in full by the supplier at his own cost. CSPTCL will not be responsible for levy of taxes on such rejected material.

- g) Stage inspection:-The CSPTCL reserves the right to carryout stage inspection during manufacture. The inspection will include verification of all raw materials, quality control process etc. Tenderers will have to confirm that they will render all assistance for this purpose.
- 14. **Fake inspection call:** In case, the material is not offered for inspection on the date of inspection offered by the firm, due to any reason the firm shall be required to remit a sum of Rs.50,000/- or actual expenditure incurred for the visit of the inspector, whichever is more.

15. Quality assurance plan:

The supplier shall furnish following information along with his offer, if so desired by CSPTCL. 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 exits.
- (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/ material 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-a-vis the type/ special acceptance and routine test specified in the relevant standards. These limitation shall be very clearly brought out in schedule of deviations from specified test requirements.
- 16. **Test certificate:** In case CSPTCL requires testing of material at any Govt. Standard Laboratory/ NABL accredited Laboratory, then the supplier shall arrange the same at his own cost as directed by CSPTCL.

17. **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 may 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 may be dealt with accordingly. Therefore, all the bidders are advised to quote their own individual and most competitive rates.

Rates received in a tender will be minutely scrutinized to find out as to whether some or all bidders have entered 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.

18. Amendment in specifications:

The Company may revise or amend the specification 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 website also.

19. Bids through fax:-

Fax offers will not be considered under any circumstances.

20. 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.

21. Printed terms & conditions in bids:

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

22. Alterations/ correction in bids:

No alternations in the tender document will be permitted.

23. **Incomplete bids:**

Tender which is incomplete or obscure is liable for rejection.

24. **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.

25. **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.

26. Language of bids:

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

27. Canvassing of bids:

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

- 28. All schedules are to be submitted by the bidder alongwith the tender document duly filed in and signed. The bidder shall confirm acceptance of **SCHEDULE-XI** Price variation clause.
- **29. TRANSPORTATION:** The bidders are required to quote transportation charges in respect of ACSR Panther hardware. Further transshipment of materials dispatched will not be allowed.

30 Cancellation of order:

- 30.1 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.
- 30.2 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. 6.2.4 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's right to recover damages.
- Notwithstanding that the power under clause (36.2 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.

30.4 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 36.2 (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.

- 30.5 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 writing or otherwise at any time for the rejection of the stores/ material.
- 30.6 In the event Company does not terminate the order as provided in clause 36.1 & 36.2 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 6.2.4 until supplies are accepted.

31. **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.

- 32. **Jurisdiction:** Any dispute or difference, arising under, out of or about this tender/contract order shall be subject to exclusive jurisdiction of competent court at Raipur only from where the order has been placed and not in any other court or tribunal.
- 33. **Variation in quantity:** A tolerance in the ordered quantity will be allowed to the extend of +/- 2% (plus minus 2%). This tolerance will be allowed on total ordered quantity. 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.
- Force Majeure:-The supplier shall not liable for any liquidated damages for delay in performing in the contract for reasons of force majeure conditions such as acts of God, acts of public enmity, act of Govt. fires, floods, epidemics, quarantine restriction, strikes, freight embargo and provided that the supplier shall within ten(10) days from the beginning of such delay notifying the Company in writing the cause of delay. Power cut and non-availability of raw materials will not be considered as force majeure reason. The extension of delivery may be granted on due justification of the facts.

35. Limitation of Liability:- Except in cases of gross negligence or willful misconduct,

a) The bidder 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.

Executive Director (S&P) CSPTCL : Raipur

SECTION – II(A) TECHNICAL SPECIFICATION HARDWARE AND ACCESSORIES SUITABLE FOR ACSR PANTHER CONDUCTOR

SCOPE;-

This specification of HARDWARE AND ACCESSORIES suitable for ACSR PANTHER Conductor covers the design, manufacture, testing at manufacturer's works, supply and delivery of tendered items suitable for ACSR PANTHER Conductor. The Technical specification contained in this section are for the guidance of the Bidder Any deviation from purchaser specification will be considered on their related merits or performance, efficiency, durability and overall economy consistent with the purchaser's requirements herein after stipulated.

TECHNICAL PARTICULAR ACCESORRIES FOR ACSR "PANTHER" CONDUCTOR

The EHT LINE **ACCESORRIES** for ACSR "PANTHER" Conductor to be supplied should confirm to relevant latest IS applicable in each hardware with all the amendments made till today. However, important parameters are given below:-

(I) STANDARD PARTICULARS FOR MID SPAN JOINTS:-

S.N.	Description	Panther ACSR
1	Type of hardware	Compression
2	Breaking strength	100% of UTS of conductor
3	Conductivity	Equal to ACSR Panther
4	Dimensions before & after compression	
	Aluminium Joint :-	
	a) Overall Dia before compression(i) Inner dimension(ii) Outer dimension	23 38
	b) Dimension after compression:-(i) Across Flat(ii) Across corner	32 37
	Steel Joint:- a) Overall Dia before compression (i) Inner dimension (ii) Outer dimension	9.35 18
	b) Dimension after compression:-(i) Across Flat(ii) Across corner	15.1 17.4
5	Material from which following is made of	
a)	Al. Sleeve	Extruded 99.5% pure Aluminium
b)	Steel Sleeve	HDG Steel

6	Standard weight	As per IS with tolerance
7	Length of aluminium sleeves before and after compression m.m.	610 / 660 mm
	Length of steel sleeves before and after compression m.m.	203 /233 mm
8	Reference	IS 2121

II) <u>VIBRATION DAMPER FOR ACSR PANTHER CONDUCTOR</u>:-

Vibration dampers (4-R type) shall be used for Conductors & Groundwires.

S.	Item	Panther
1	Type	4 – R type
2	Suitable for conductor size	21 mm
3	Material used for clamp	Alu. Alloy GDC as per IS 617
4	Messenger table	High tensile steel stranded galvanised wire
5	Damper weights	3.2 Kg
6	Slipping strength	500 Kg
7	Natural frequency of damper	7.14, 11.36, 25.64, 38.5 Hz.
8	No. Of clamps required per span length of 250M, 300M, 350M, 400M, 450 M & 500 M	Upto 400 M, 2 dampers per span; and upto 500 M, 4 dampers per span
9	Minimum fatigue strength of damper in cycle	10 million cycle
10	Amplitude of fatigue test at the highest resonant frequency	+ 1 m.m.
11	Slip strength of clamp	300 kg
12	Clamping torque	5 kg-mtr
13	Maximum dynamic strain on the conductor with the damper at clamping points	Less than 150 micro strains
14	Standard to which material will be manufactured and tested	IS 9708 / 1980
15	Magnetic power loss in watts	Below 1 watt per damper

(III) STANDARD PARTICULARS REPAIR SLEEVES FOR ACSR PANTHER CONDUCTOR

S.N.	Description	Panther ACSR
1	Breaking strength of cable with sleeve compressed	100% of UTS
2	Conductivity of cable with sleeve compressed	Equal to conductor

3	Dimensions before and after compression (flat to flat).	38 / 32 mm
4	Length of sleeve before & after compression	241/270
5	The material from which sleeve is made	Extruded Aluminum
6	Weight of repair sleeve	0.42 kg

IV) SINGLE TENSION HARDWARE COMPRESSION TYPE SUITABLE FOR PANTHER.

S.NO	ITEM	PANTHER
1.	Type of clamp	Compression type
2.	Suitable for conductor size	ACSR Panther
3.	Breaking strength	9100 kg.
4.	Tension clamp jumper	Ex-Alu.alloy
5.	Steel sleeve, anchor shackle, ball link socket eve	Forged steel HDG
6.	Bolts, nuts and washers	Galvanised MS
7.	Security clip	'R' type made of SS/PB
8.	Spring washer	Electro galvanised spring wheel
9.	Galvanised Standard	IS:2633
10.	Standard reference	2486, part – I,II & III
11.	Arcing Horn	MS FLAT 25 X 6
12.	Standard Length of hardware set without pin and D shackle arrangement	457 mm
13.	Diameter of aluminium tube before compression:	
	a) Inner dimension	23 mm
	b) Outer dimension	38 mm
14.	Diameter of aluminium tube after compression:- a) Across Flat b) Across Corner	32 mm 37 mm
15.	Diameter of steel tube before compression:-	
	a) Inner dimension	9.35 mm
	b) Outer dimension	18 mm
16.	Diameter of steel tube after compression. a) Across Flat b) Across Corner	15.1 mm 17.4 mm
17.	Length of sleeve (Steel/Al.) a) Before compression b) After compression	203/610 233/660
18.	Conductivity	Equal to ACSR Panther
19.	Weight of hardware	As per ISS

20.	Jumper Pad & Cone	 Jamper cone & pad over lapping with Glass finish contact surface - Min 120 mm 	
		-	Thickness of jumper pad - Min 12 mm
		-	No. of nut & bolts in jumper - Min 3 Nos 12/14 mm GI nut-bolt with check nut
		-	Short Ckt current rating for 3 sec 31.5 KA

132KV SINGLE TENSION HARDWARE for ACSR Panther shall comprise of following items:-

S.N.	Item	Qty. No/ set	
			<u>Material</u>
1.	Anchor shackle	1	Forged steel
2.	Ball link	1	Forged steel
3.	Socket Eye	1	Forged steel
4.	Arcing Horn	1	MS <mark>Flat</mark> /Rod with ball
5.	Compression tension clamp assembly complete	1	Al. & forged steel

(V) DOUBLE TENSION HARDWARE FOR ACSR PANTHER CONDUCTOR COMPRESSION TYPE

- 1) BALL and SOCKET dimensions:- The ball and socket dimension of double tension hardware for Panther ACSR conductor which will be used with 90KN disc insulator shall confirm to dimension 16 mm.
- 2) REQUIRES GUARANTEED STRENGTH OF HARDWARE:- The double tension string of 132KV line shall have ultimate breaking strength not less than 9100 kg. Individual items of the fittings which will be subjected to tension shall also have ultimate breaking strength of not less than 9100 kg. The compression clamp shall have minimum slipping strength of not less than 95% of breaking strength of conductor with which it is used.
- 3) Conductivity:- The entire fitting or part thereof shall have the conductivity equivalent to length of conductor.
- 4) All the ferrous parts should be hot dip galvanised as per IS:2633 and nut bolt should be galvanised as per IS:5358.
- 5) 132KV DOUBLE TENSION HARDWARE for ACSR Panther shall comprise of following items:-

<u>S.N.</u>	<u>Item</u>	Qty.	
		per set	<u>Material</u>
1.	Anchor shackle	2	Forged steel
2.	Chain link	1	Forged steel
3.	Yoke plate	2	MS Plate
4.	Ball clevis	2	Forged steel
5.	Socket clevis	2	Forged steel
6.	Clevis Eye	1	Forged steel
7.	Arcing Horn	1	MS Flat/steel tube
8.	Compression tension clamp assembly complete	1	Extruded Al. & forged
			steel

(VI) <u>SINGLE SUSPENSION HARDWARE FOR ACSR PANTHER CONDUCTOR WITH PREFORMED ARMOUR RODS</u>

S.N.	ITEM	PANTHER
1.	Type of clamp	AGS type

2.	Ball & socket dimension	16mm
3.	Suitable for conductor size	ACSR Panther with amour rods
4.	Breaking strength	7000 kg.
5	Slip Strength of Suspension clamp	25 % of UTS of Conductor
6	Suspension clamp & keeper	Die cast Alu.Alloy
7.	Anchor. Shackle. Ball Link & socket Eye	Forged steel HDG
8.	Bolts, nuts & washers	Galvanised MS
9.	Security clip	R type made of SS/PB
10,	Spring Washer	Electro galvanised spring steel
11.	Galvanising standard	IS:2633
12.	Standard reference	2486 part-I,II & III
13.	Arcing Horn	MS Flat 25x6 / MS Rod 16φ with ball
14.	Preformed Armour rods	As per standard in No. & size.
	a) Nos.	11
	b) size in mm	6.35X1930

The 132KV Single suspension hardware set suitable for Panther conductor shall consist of following items:-

<u>S.N.</u>	<u>Item</u>	Oty. per set	Material
			<u>Material</u>
1.	Ball hook	1	Forged steel
2.	Socket eye	2	Forged steel
3.	Arcing Horn	1	MS Flat/Rod with
			ball
4.	Clevis eye	1	Forged steel
5.	Suspension clamp AGS type	1	Die cast Alu. Alloy
6.	Preformed armour rod	1 set	Alu. Alloy

VI) <u>DOUBLE SUSPENSION HARDWARE FOR ACSR PANTHER</u> CONDUCTOR:-

- 1) BALL AND SOCKET DIMENSION:- All hardwares to be used with 70KN disc insulator shall confirm to designation 16mm 2B.
- 2) REQUIRED GUARANTEED STRENGTH OF HARDWARE:- The double suspension hardware for Panther ACSR conductor for suspension assembly shall have breaking strength of 7000 kg. The suspension clamp shall have sliping strength between 15 to 20% of ultimate breaking strength of Panther conductor.
- 3) The hardware should have provision of preformed armour rod with standard number weight and size.
- 4) The 132KV double suspension hardware set suitable for Panther conductor shall consist of following items:-

S.N.	Item	Qty. per set	
			<u>Material</u>
1.	Ball hook/Chain link	1	Forged steel
2.	Socket clevis/D shackle	2	Forged steel
3.	Yoke plate	2	Mild steel
4.	Ball clevis	2	Forged steel
5.	Arcing Horn	1	MS Flate/steel tube
6.	Clevis eye	1	Forged steel
7.	Suspension clamp AGS type	1	Alu. Alloy
8.	Preformed armour rod	1 set	Alu. Alloy

Technical Description of Hardware Fittings

1) OUALITY:-

The material offered shall be of the best quality and work-manship. The EHV Line & sub-station hardwares shall be made of Al. Alloy LM-6 and made of process of gravity die casting. All ferrous parts should be of forged steel and hot dip galvanized. The hardwares shall conforming to IS Specification No. IS:2629, IS:2121, IS:2486 Part-I, II & III, IS:2633 & IS:9708/1933 as applicable to each tendered items.

- 2) SURFACE CONDITIONS:-The surface of the EHV Line & sub-station hardwares shall be free from dents, sharp edges, abrasions or other departures from smoothness or uniformity of surface contour that would appreciably increase radio interference and corona loss.
- 3) **CLEANING:-**The EHV Line & sub-station hardwares shall be free from excessive amount of die grease, metal particles and dirt.
- 4) STANDARD DIMENSIONS OF EHV SUB-STATION HARDWARES:- Every Bidder shall submit dimensional drawings of hardwares indicating plan and elevation views of hardwares inclusive of insulator string indicating complete dimensions of each part of hardware. CSPTransCL reserves the right for approval of drawing and placement of detailed order only after acceptance of the drawing. Bidders are advised to submit the drawing of each hardware giving full details to avoid any dispute Lateran.
- 5) STANDARD TOLERANCE:- The standard tolerance in standard dimensions of approved drawings will be acceptable upto limit of plus/minus 2%.
- 6) **PACKING:-**The material shall be securely packed in non-returnable wooden boxes to withstand rail and road transport hazard and shall be protected against all weather conditions. In case of any loss due to non standard packing the responsibility will be borne by the manufacturer.
- 7) INSPECTION AND TESTING: The inspection of material before despatch shall be carried out by the CSPTCL representative at your works. The material will be inspected and tested for workmanship, quality of raw material, dimensional tolerance, galvanising and non-destructive Radiographic test on hardwares sets on random samples. Apart from the test as called for in relevant ISS will also be carried out. The place and time should be intimated by you to this office at least 15 days in advance.

- Note:- i) All materials accepted IAC Elec. /KTHL/Rajasthan Transmat/NIKE/ Aumni Transmat. Pvt. Ltd. onlv.
 - ii) Submission of Test Report must be compulsory for all items.

VIII) <u>VIBRATION DAMPER FOR ACSR PANTHER CONDUCTOR</u>:-

Vibration dampers (4-R type) shall be used for Conductors & Groundwires.

S.N.	Item	Panther
1	Туре	4 – R type
2	Suitable for conductor size	21 mm
3	Material used for clamp	Alu. Alloy GDC as per IS 617
4	Messenger table	High tensile steel stranded galvanised wire
5	Damper weights	3.2 Kg
6	Slipping strength	500 Kg
7	Natural frequency of damper	7.14, 11.36, 25.64, 38.5 Hz.
8	No. Of clamps required per span length of 250M, 300M, 350M, 400M, 450 M & 500 M	Upto 400 M, 2 dampers per span; and upto 500 M, 4 dampers per span
9	Minimum fatigue strength of damper in cycle	10 million cycle
10	Amplitude of fatigue test at the highest resonant frequency	+ 1 m.m.
11	Slip strength of clamp	300 kg
12	Clamping torque	5 kg-mtr
13	Maximum dynamic strain on the conductor with the damper at clamping points	Less than 150 micro strains
14	Standard to which material will be manufactured and tested	IS 9708 / 1980
15	Magnetic power loss in watts	Below 1 watt per damper

SECTION -II (B)

GUARANTEED TECHNICAL PARTICULARS FOR EHT LINES HARDWARES

(I) STANDARD PARTICULARS FOR MID SPAN JOINTS FOR ACSR PANTHER CONDUCTOR:-

S.	Description	As per requirement of	As offered by
No.		tender	the bidder
1	Type of hardware	Compression	
2	Breaking strength	100% of UTS of	
		conductor	
3	Conductivity	Equal to ACSR Panther	
4	Dimension before and after compre	ession	
	Aluminium Joint :-		
	c) Overall Dia before		
	compression		
	(i) Inner dimension	23	
	(ii) Outer dimension	38	
	d) Dimension after		
	compression:-	32	
	(i) Across Flat	37	
	(ii) Across corner		
	Steel Joint :-		
	c) Overall Dia before		
	compression		
	(i) Inner dimension	9.35	
	(ii) Outer dimension	18	
	d) Dimension after		
	compression:-	15.1	
	(i) Across Flat	17.4	
	(ii) Across corner	17.1	
5	\ /	om which following is made of	<u> </u>
a)	Al. Sleeve	Extruded 99.5% pure	
		Aluminium	
b)	Steel Sleeve	HDG Steel	
6	Standard weight	As per IS with tolerance	
7	Length of aluminium sleeves	610 / 660 mm	
	before and after compression		
	m.m.		
	Length of steel sleeves before	203 /233 mm	
	and after compression m.m.		
8	Reference	IS 2121	

(II) VIBRATION DAMPER SUITABLE FOR ACSR PANTHER CONDUCTOR

S.No.	Item	As per requirement of tender	As offered by the bidder
1.	Туре	4 – R type	
2.	Suitable for conductor size	21 mm	

3.	Material used for clamp	Alu. Alloy GDC as per IS 617	
4.	Messenger cable	High tensile steel stranded	
		galvanised wire	
5.	Damper weights	3.2 Kg	
6.	Slipping strength	500 Kg	
7.	Natural frequencies of damper	7.14, 11.36, 25.64, 38.5 Hz.	
8.	No. of dampers required per	Upto 400 M, 2 dampers per	
	span length of 250M, 300M,	span; and upto 500 M, 4	
	350M, 400M, 450M & 500M	dampers per span	
9.	Minimum fatigue strength of	10 million cycle	
	damper in cycle		
10.	Amplitude of fatigue test at the	+ 1 m.m.	
	highest resonant freq.		
11	Slip strength of clamp	300 kg	
12	Clamping torque	5 kg-mtr	
13	Max. dynamic strain on the	Less than 150 micro strains	
	conductor with the damper at		
	clamping points		
14	Standard to which material will	IS 9708 / 1980	
	be manufactured and tested		
15	Magnetic power loss in watts.	Below 1 watt per damper	

(III) STANDARD PARTICULARS REPAIR SLEEVES OF PANTHER.

S.No.	Item	As per requirement of tender	As offered by the bidder
1.	Breaking strength of cable with sleeve compressed	100% of UTS	
2.	Conductivity of cable with sleeve compressed	Equal to conductor	
3.	Before and after compression dimension	38/32	
4.	Length of sleeves before and after compression	241/270	
5.	The material from which sleeve is made	Extruded aluminum	
6.	Weight of repair sleeve	0.42 kg.	

(IV) SINGLE TENSION HARDWARE COMPRESSION TYPE SUITABLE FOR ACSR PANTHER CONDUCTOR

S.No.	Item	As per requirement of tender	As offered by
			the bidder
1.	Type of clamp	Compression type	
2.	Suitable for conductor size	ACSR Panther	
3.	Breaking strength	9100 kg.	
4.	Tension clamp & jumper	Die-cast Alu.Alloy	
5.	Steel sleeve, anchor shackle,	Forged steel HDG	
	ball link socket eye		
6.	Bolts, nuts and washers	Galvanised MS	

7.	Security clip	'R'type made of SS/PB	
8.	Spring washer	Electro galvanised spring wheel	
9.	Galvanising standard	IS:2633	
10.	Standard reference	2486, part-I,II & III	
11.	Arcing Horn	MS Flat 25x6	
12.	Standard Length of hardware	457	
	set without pin and D shackle		
	arrangement		
13.	Diameter of aluminium tube	38 mm	
	before compression		
14.	Diameter of aluminium tube	32 mm	
	after compression		
15.	Diameter of steel tube after	18 mm	
	compression		
16.	Diameter of steel tube after	15.1 mm	
	compression		
17.	Length of sleeve (Steel/Al.)		
a)	Before Compression	203/610	
b)	After compression	233/660	
18.	Conductivity	Equal to ACSR Panther	
19.	Weight of hardware	As per ISS	
20.	Jumper Pad & Cone	Suitable for bearing the fault	
		level of 25KA for 1sec.and its	
		length should not be less than	
		120mm & 3Nos. 12/14mm N&B	
		fastening arrangement. Pad	
		thickness should not be less	
		than12mm.	

(V) DOUBLE TENSION HARDWARE FOR ACSR PANTHER CONDUCTOR COMPRESSION TYPE

Table (A)

S.No.	Item	As per requirement of tender	As offered by the bidder
1.	Ball & Socket Dimension	For 90KN disc shall confirm to	
		designation 16mm Ball	
2.	Breaking strength	9100 kg.	
3.	Ultimate Minimum Slipping	Not less than 95% of Breaking	
	Strength	strength of Conductor used	
4.	Conductivity	Conductivity equivalent to	
		length of conductor.	
5.	Galvanising standard for ferrous	IS:2633	
	parts		
6.	Galvanising standard for Nut Bolt	IS:5358	

Table (B)

<u>S.N.</u>	<u>Item</u>	Qty. No/ set	
			<u>Material</u>
1.	Anchor shackle	1	Forged steel
2.	Ball link	1	Forged steel
3.	Socket Eye	1	Forged steel
4.	Arcing Horn	1	MS Flat/Rod with ball

5.	Compression tension clamp	1	Al. & forged steel
	assembly complete		· ·

<u>S.N.</u>	<u>Item</u>	Qty. per set	Material	As offered by the bidder
1.	Anchor shackle	2	Forged steel	
2.	Chain link	1	Forged steel	
3.	Yoke plate	2	MS Plate	
4.	Ball clevis	2	Forged steel	
5.	Socket clevis	2	Forged steel	
6.	Clevis Eye	1	Forged steel	
7.	Arcing Horn	1	MS Flat/rod with ball steel tube	
8.	Compression tension clamp assembly complete	1	Extruded Al. & forged steel	

(VI) SINGLE SUSPENSION HARDWARE FOR ACSR PANTHER CONDUCTOR WITH PREFORMED ARMOUR RODS

	Item	As per requirement of tender	As offered by
S. No.			the bidder
1.	Type of clamp	AGS type	
2.	Ball & socket dimension	16mm	
3.	Suitable for conductor size	ACSR Panther with armour rods	
4.	Breaking strength	7000 kg	
5.	Slip strength of suspension clamp	25% of UTS of conductor	
6.	Suspension clamp & keeper	Die Cast AL.Alloy	
7.	Anchor, shackle, Ball Link & socket Eye	Forged steel HDG	
8.	Bolts, nuts & washers	Galvanised MS	
9.	Security clip	'R'type made of SS/PB	
10.	Spring Washer	Electro galvanised spring steel	
11.	Galvanising standard	IS:2633	
12.	Standard reference	IS: 2486 part-I,II & III	
13.	Arcing Horn	MS Flat 25x6	
14.	Preformed Armour rods	As per IS:2121 Part-I	
	a) Nos.	11	
	b) Size in mm	6.35x1930	

(VII) DOUBLE SUSPENSION HARDWARE FOR ACSR PANTHER CONDUCTOR:-

Table (A)

S.No.	Item	As per requirement of tender	As offered by the bidder
1.	Ball & Socket Dimension	For 70KN disc shall confirm to designation 16mm Ball	
2.	Breaking strength	7000 kg.	
3.	Minimum Slipping Strength	Between 15% to 20% of ultimate Breaking strength of Conductor used	

Table (B)

1.	Ball hook	1	Forged steel
2.	Socket eye	2	Forged steel
3.	Arcing Horn	1	MS Flat/Rod with ball
4.	Clevis eye	1	Forged steel
5.	Suspension clamp AGS type	1	Die cast Alu. Alloy
6.	Preformed armour rod	1 set	Alu. Alloy

<u>S.N.</u>	<u>Item</u>	Oty. per set	<u>Material</u>	As offered by the bidder
1.	Ball hook/Chain link	1	Forged steel	
2.	Socket clevis/D shackle	2	Forged steel	
3.	Yoke plate	2	Mild steel	
4.	Ball clevis	2	Forged steel	
5.	Arcing Horn	1	MS Flate/steel tube	
6.	Clevis eye	1	Forged steel	
7.	Suspension clamp AGS type	1	Alu. Alloy	
8.	Preformed armour rod	1 set	Alu. Alloy	

Signature of the Bidder Alongwith Name & Seal of The Company

SCHEDULE-I

TR-19S&P/26

PRICE AND QUANTITY

S. No	Particular	Unit	Qty. reqd.	Qty. offered	Unit FOR Ex-works price inclusive of packing charges (Rs./unit	18%	Forwarding & Freight Charges (Rs./unit)	Total FOR price	Total amount
1	2	3	4	5	6	7	8	9= (6+7+8)	10 (9x5)
1	Single Tension Hardware for ACSR Panther Compression type	set	2450						
2	Double Tension Hardware for ACSR Panther Compression type	set	355						
3	Single suspension Hardware for ACSR Panther with armour rods AGS type	set	1250						
4	Double suspension hardware for ACSR Panther with armour rods AGS type	set	195						
5	Mid Span Joint	no	490						
6	Repair Sleeves	no	280						
7	Vibration Damper	no	4950						

- 1) The price quoted in column 6 shall be VARIABLE & inclusive of all taxes, packing, forwarding & freight charge. No charges shall be payable other than mentioned in col.
- 2) The offer with the rates given in any form/ proforma, other than that mentioned above shall be summarily rejected.
- 3) In case any of the equipment/ material import off any equipment/ accessories is involved, no import assistance shall be provided by CSPTransCL.
- 4) Rate in various tapering step shall not be considered & hence rate shall be indicated by singular figure only.
- 5) Any variation on taxes/statutory payment on account of change in policy of Govt. either upward or downward will be on CSPTCL account. However, any upward change on account of increase in turnover shall be on Bidder's account.

Signature & Seal of Bidder

SCHEDULE-II TECHNICAL INFORMATION

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

1	Whether Hardware's offered are exactly as per the technical specification	Yes/No
2	Whether Hardware's quoted for both lines & substations	Yes/No, give details
3	Whether the copies of orders received during last 5 years from other State Electricity Board/NTPC & other organization for similar materials enclosed	Yes/No, give details
4	Whether performance certificate from such organization regarding supplies enclosed	Yes/No, give details
5	Whether pamphlets/technical details literatures along with drawing etc. furnished with the offer	Yes/no, give details
6	Whether the Bidder agrees to furnish materials test certificates in respect of chemical composition and physical properties from Govt./Govt. Approved Lab. With each batch of supplies	Yes/No
7	Whether the Bidder has furnished details of manufacturing materials and short history of plant	Yes/No, give details
8	Whether details of manufacturing process furnished with offer	Yes/No, give details
9	Whether all testing facilities are available, if so, give details and in case of non-availability of facilities indicate approved lab. available in surrounding areas where tests are proposed to be conducted	Yes/No, give details
10	Whether you agree for inspection by Company's representative prior to dispatch and bear the testing charges for all tests as per relevant standards	Yes/no
11	Whether Hardwares quoted are as per IS Specification relevant to each items	Yes/No, give details

Place: -SIGNATURE OF BIDDER NAME IN FULL

Date: -

DESIGNATION/STATUS IN THE VERIABLE **COMPANY SEAL**

SCHEDULE-III

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

Dated

Name and seal of the tendering Company.

SCHEDULE-IV

COMMERCIAL INFORMATION

(i) Strike-off, whichever is not applicable

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

1	Name of Manufacturer	y.
		-) Off ·
2	Address of Manufacturer	a)Office :
		b) Works:
3	Telephone Nos./	Office:
	FAX No.	Works: O/R
	TAX NO.	O/K
4	Date of starting manufacturing of Hardwares	
5	Date of Type test of tendered products whether documents attached.	
6	Whether Hardware's confirm latest IS specification.	
7. i)	Earnest Money details	Bank draft/Banker's cheque/ Cash with Manager (RAO:HQ), CSPTCL, Raipur No.
ii)	Amount of EMD and full details	Rs.
iii)	If exempted, state whether bidder is	SSI Unit of CG/Small scale unit registered with NSIC/Fully owned State Central Govt. Unit.
iv)	Reference of documentary evidence regarding exemption enclosed	Yes/No
8.	Whether the offer is valid for 180 days from the date of opening of commercial/technical bid	Yes/No (If no, state validity period)
9.	State whether the quoted prices are VARIABLE as per PV formula appended in this tender	Yes/No
10	Rate of GST	
11.	MODE OF DESPATCH Note:- Despatch by Road is acceptable:- i) only when the Bidder agrees to supply the material on door delivery bases and	By Rail/By Road

	411- 1111	
	through bank approved road	
	transporters and ii) Agrees for payment after receipt of	
	ii) Agrees for payment after receipt of material in good condition	
12	FREIGHT CHARGES	Inclusive @
12	TREIGHT CHARGES	Exclusive @
13	Discount :-	Yes/No
13	a) Whether any rebate/discount is offered	103/110
	b) If yes, whether the rebate is	
	unconditional/conditional	
	c) If conditional state condition	
14.	PAYMENT TERMS:-	Yes/No
	Whether Companies terms of payment is	
	acceptable to the Bidder (if no state conditions)	
15.	DELIVERY PERIOD:-	
	a) Commencement of supplies from date of	
	order	
	b) Completion & supply rate from the date of	
	Order.	
16	PENALTY CLAUSE	Yes/No
	Whether agreeable to Company Penalty clause	
17	GUARANTEE PERIOD: -	Yes/No
	Intimate guarantee period of material offered	
10	by you	
18	SECURITY DEPOSIT :-	Yes/No
	Whether agreeable to CSPTCL's Security	
	Deposit clause (As per integrity pact validity	
19	up to 5 years) EXTENSION ORDER:-	Yes/No
19	Whether you are agreeable to accept extension	Tes/No
	order on the same rates, terms & condition if	
	any extension order is placed within 6 months	
	from the date of placement of detailed order.	
20	1	X7 /X7
20.	Please mention whether rates offered are	Yes/No
	applicable for part quantities.	
21	Whathan all testing shares in 1-1-1-1 in my 1	YES / NO
21.	Whether all testing charges included in quoted	IES/NO
22.	rates Whether Packing condition is as per our	YES / NO
<i></i> .	specification.	ILO/NO
23.	Whether you are State/Central Govt.	YES / NO
23.	undertaking	120/110
24.	Have you furnished documentary evidence in	YES / NO
	respect of qualifying requirement.	
25.	Whether manufacturer is ready for Stage test	YES / NO
	during manufacturing of hardware's.	
26	Mention turn over of the firm for best three	
	financial years out of last 05 financial years	
	(Enclose balance sheets in support)	
	2015-16	

	2016-17	
	2017-18	
	2018-19	
	2019-20	
27	C.A. audited notarized copy of net worth for the last three financial years submitted	YES / NO
28.	Whether dimensional sketch indicating approximate. Weight of each hardware enclosed.	YES / NO
29	Whether integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.300/- has been enclosed	Yes/No
30	Whether the testing facility for acceptance test is available at the bidder's factory premises	YES / NO
31	whether you agree to arrange acceptance test at your works	
32	Whether the firm have enclosed IEEMA circulars for tendered material prevailing to the base date of this tender	YES / NO
33	Indicate quantity quoted in Price schedule	In Sets
34	Price adjustment invoices submitted after 06 months from date of supply of material will not be entertain for payment. However negative variation in the price will be recoverable.	Agreed/Not Agreed

Place: - SIGNATURE OF BIDDER

NAME IN FULL

Date: - DESIGNATION/STATUS IN THE VERIABLE

COMPANY SEAL

SCHEDULE - V

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

Dated Name and seal of the tendering Company.

Place

SCHEDULE-VI

ANNUAL TURNOVER

Annual Turnover Data for the Last Five Years					
Year	Amount in Rs.				
2015-16					
2016-17					
2017-18					
2018-19					
2019-20					
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 T	endering Co.:

SCHEDULE:VII

SCHEDULE OF BIDDER'S EXPERIENCE

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

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

Signature	of Ridder
Signature	or blader

Name :

Company :

SCHEDULE-VIII

(A) Name of the manufacturer, place of manufacturing, testing and inspection.

S.No.	Description	Manufacturer		Date of
			manufacturing	testing and
				inspection

(B) Details of EHT line Hardwares supplied during last 5 years

Description	Qty.	Year			

(C) Detail of type test carried out

Sl No.	Name of Items	Name of test Lab	Date of testing	Reference of relevant ISS

The bidder should submit the detailed order copy and execution certificate for supply of EHT line Hardwares from Govt. utilities like SEB, PGCIL, NTPC, State Transco., and Railway etc.

Dated	Name and seal of the tenderi	
	Company.	
Place		

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)

SIGNATURES

WITNESSES: -

Authorized Signatories of Bank

	CCHEDIII E V	
2	C	Bank
1	Signed.	

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the CSPTCL.

2. OBJECTIVES

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves of for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting of implementation process related to contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

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

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

4. COMMITMENTS OF BIDDERS

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

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

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of.....

 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the 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 sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or 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 dependent 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. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. 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.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. 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.
- 9.5. 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.
- 9.6. The Monitor will be submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situation.

10. FACILITATION OF INVESTIGATION

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

11. 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.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

- 13.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 5 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.
- If one or several provision of this pact turn out to be invalid; the reminder of this 13.2. ent

	(ii)	(ii)			
	(i)	(i)			
	Witness	Witness			
	CSPTCL, Raipur	Department/PSU			
	Executive Director (S&P)	CHIEF EXECUTIVE OFFICER			
	BUYER	BIDDER			
14.	The parties hereby sign this integrity Pact aton				
	pact shall remain valid. In such case, the to their original intention.	parties will strive to come to an agreement			

SCHEDULE -XI PRICE VARIATION FORMULA FOR EHT LINE HARDWARES



501, Kakad Chambers 132, Dr. Annie Besant Road, Worli Mumbai 400018 India P: +91 22 2493 0532 F: +91 22 2493 2705 E: mumbai@ieema.org www.ieema.org

Cir. No.: 66/DIV/T&D P/05

Date: 20 May 2014

To all members of IEEMA T&D Projects Division SEBs, Utilities and other listed purchasing organizations

Sub: 1. Discontinuation of PV circulars for Transmission Line Towers (TLT) and Transmission Line Accessories & Hardware (TLA&H) giving JPC Market prices of steel Billets & Blooms

2. Revision in IEEMA PV clauses for TLT and TLA&H giving JPC RETAIL prices of Steel Billets & Blooms

IEEMA had publishing prices of Steel Billets and Blooms based on prices published by Joint Plant Commission (JPC), Kolkata in their circular titled 'JPC Indicative Market Prices' till April 2014 for using the revised Price Variation Clauses for TLT and TLA&H; both effective from 1st July 2010

However, from 1st April 2014, JPC has started publishing a different price circular titled "JPC Prices (Retail)" which is on the different basis of working of prices.

IEEMA has therefore decided to revise the PV formulae for TLT and TLA&H incorporating the above 'Retail' prices with different nomenclature effective from 1st April 2014. Both the PV formulae are enclosed along with April 2014 PV circular giving 'Retail' prices of Steel Billets and Blooms.

We request and recommend all the users & stakeholders including Utilities, PSUs etc. to incorporate these new PV formulae in all the new tenders/contracts requiring base prices/indices of April 2014.

For contracts that will remain still pending which will require prices/indices beyond April 2014, to arrive at the final price variation, we recommend using the following two stage method, which is a standard methodology adopted by IEEMA for change over in all IEEMA PV clauses.

- Calculate price variation 'P' from prices/indices of your base date applicable as per IEEMA PV clause effective from 1st July 2010 up to April 2014 (i.e. by taking April 2014 prices/indices at the numerator) applicable for the same PV clause.
- Treat the above calculated 'P' as 'P₀' and calculate final price variation considering April 2014 as base
 prices/indices as per new IEEMA PV clause; effective from 1st April 2014 (i.e. by taking April 2014
 prices/indices at the denominator) up to the prices/indices of your date of delivery as per this new
 IEEMA PV clause.

Deputy Director General

Encl.: as above

New Delhi Rishyamook Building, First Floor 85 A, Panchkuian Road New Delhi 110001, India

P: +91 11 2336 3013/14 F: +91 11 2336 3015 E: delhi@ieema.org Bangalore 204, Swiss Complex 33, Race Course Road Bangalore 560001, India

P: +91 80 2220 1316/18 F: +91 80 2220 1317 E: bangalore@ieema.org Kolkata 503 A, Oswal Chambers 2, Church Lane

Kolkata 700001, India P: +91 33 6510 7855 F: +91 33 2213 1326 E: kolkata@ieema.org

Indian Electrical & Electronics Manufacturers' Association



501, Kakad Chambers 132, Dr. A. B. Road, Worli, F +91 22 2493 2705 mumbai@ieema.org

P +91 22 2493 0532 W www.ieema.org

IEEMA/PVC/TL-A&H/2001 (R-3)

Effective from: 1st April 2014

PRICE VARIATION CLAUSE FOR TRANSMISSION LINE ACCESSORIES AND HARDWARE

CONTAINING: (A) BOTH ALUMINIUM AND STEEL, (B) ONLY ALUMINIUM, (C) ONLY STEEL

The price quoted/confirmed is based on the input 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 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 numbers, the price payable shall be subject to adjustment, up or down in accordance with the following formula:

(A) Transmission line accessories and hardware containing both Aluminium and Steel:

$$P = \frac{P_0}{100} \left(20 + 40 \frac{AL}{AL_0} + 5 \frac{Zn}{Zn_0} + 20 \frac{SBIR}{SBIR_0} + 15 \frac{W}{W} \right)$$

(B) Transmission line accessories and hardware containing only Aluminium:

$$P = \frac{P_0}{100} \left(20 + 65 \frac{AL}{AL_0} + 15 \frac{W}{W_0} \right)$$

(C) Transmission line accessories and hardware containing only Steel:

$$P = \frac{P_0}{100} \left(\begin{array}{ccc} SBIR & Zn & W \\ 20 + 58 & +7 & +15 & \\ SBIR_0 & Zn_0 & W_0 \end{array} \right)$$

Wherein,

Price payable as adjusted in accordance with the above formula.

Price quoted/confirmed.

 AL_0 Price of EC Grade Aluminium Ingots (refer notes) This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

 Zn_0 = Price of Electrolytic high grade zinc (refer notes)

IEEMA/PVC/TL-A&H/2001(R-2) Page 1 of 3

Bangalore Kolkata Rishyamook Building, First Floor, 204, Swiss Complex 503 A, Oswal Chambers 85 A, Panchkuian Road 33, Race Course Road 2, Church Lane New Delhi 110001 Bangalore 560001, India Kolkata 700001, India P +91 11 2336 3013 / 14 P +91 80 2220 1316/18 P +91 33 6510 7855 F +91 11 2336 3015 F +91 80 2220 1317 F +91 33 2213 1326 E delhi@ieema.org E bangalore@ieema.org E kolkata@ieema.org W www.ieema.org W www.ieema.org W www.ieema.org

Indian Electrical & Electronics Manufacturer's Association

IEEMA/PVC/TL-A&H/2001 (R-3)

Effective from: 1st April 2014

This price is as applicable on the 1st working day of the month, $\underline{\text{one}}$ month prior to the date of tendering.

- SBIR₀ = Price of Steel Billets-Retail (refer notes)

 This price is as applicable on the 1st working day of the month, <u>one</u> 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: 2001 = 100)
 This index number is as applicable on the first working day of the month, three months prior to the date of tendering.

For example, if date of tendering falls in October 2014, the applicable prices of Aluminium (AL_0), Zinc (Zn_0) and Steel Billets-Retail ($SBIR_0$) should be for the month September 2014 and all India average consumer price index number (W_0) should be for the month of July 2014.

The above prices & indices are as published by IEEMA vide circular reference no. IEEMA (PVC)/TLA&H (R-3)/_/ prevailing as on first working day of the month i.e., one month prior to the date of tendering.

- AL = Price of EC Grade Aluminium Ingots (refer notes)

 This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.
- Zn = Price of Electrolytic high grade zinc (refer notes)
 This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.
- SBIR = Price of Steel Billets-Retail (refer notes)

 This price is as applicable on the 1st 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: 2001 = 100)
 This index number is as applicable on the first working day of the month, <u>four</u> months prior to the date of delivery.

For example, if date of delivery falls in July 2015, the applicable prices of Aluminium (AL), Zinc (Zn) and Steel Billets-Retail (SBIR) should be for the month May 2015 and all India average consumer price index number (W) should be for the month of March 2015.

IEEMA/PVC/TL-A&H/2001(R-2) Page 2 of 3

IEEMA/PVC/TL-A&H/2001 (R-3)

Effective from: 1st April 2014

The date of delivery is the date on which the instrument transformer is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch 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 price of Aluminium (in Rs./MT) is the average price of EC grade Aluminium ingots as quoted by three primary producers of Aluminium as per IS: 4026-1987
 - 2. The price of Electrolytic high grade zinc (in Rs./MT) is ex-works price as quoted by a primary producer of zinc.
 - 3. The prices of Steel Billet-Retail are the average Retail price of Billets of size 100 mm of all cities in Rs/MT; as published by Joint Plant Committee (JPC), Kolkata.

Deputy Director General

SCHEDULE - XI CHECK LIST

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

S.No	ITEMS	REFERENCE	Whether submitted/not submitted
1	Earnest money enclosed	Covering letter (As per clause 8.1 Section-I)	Yes/No
2	Commercial Information	SCHEDULE-IV	Yes/No
3	Technical Information	SCHEDULE-II	Yes/No
5	Bidder's experience	SCHEDULE-VII	Yes/No
6	Commercial Deviation	SCHEDULE-V	Yes/No
7	Technical Deviation	SCHEDULE-III	Yes/No
8	CA certified Annual turnover	SCHEDULE-VI	Yes/No
9	Details of Manufacturer	SCHEDULE-VIII	Yes/No
10	Power of Attorney		Yes/No
11	NSIC/DIC/ Factory registration certificate	As per PQR 1	Yes/No
12	For 5 years experience in supply –Copy of purchase order along with relevant MRC/Performance and 3 year satisfactory performance	As per PQR 2(a)	Yes/No
13	For CG state SSI Units submit MSM Eregistration and type test	As per PQR 2(b)	Yes/No
14	Type test certificate not older than 7 years	As per PQR 3	Yes/No
15	Financial data for previous 5 years	As per PQR 4	Yes/No
16	CA certified Net worth certificate	As per PQR 5	Yes/No
17	Declarations	As per PQR 6 and 7	Yes/No
	CA certificate	As per PQR 8	
	Self attested declaration	As per PQR 9	
18	Integrity Pact	As per PQR 10 SCHEDULE-X	Yes/No

Signature & Seal of the Bidder