

CHHATTISGARH STATE POWER
TRANSMISSION CO. LTD.

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

Phone No. 0771-2574236, 2574240 FAX : 0771-2574246

TENDER SPECIFICATION No. TR-19/S&P/27 dtd 23.04.2020

(E-Bidding)

ISI MARKED ACSR PANTHER CONDUCTOR

RFX No. 8100017149

LAST DATE & TIME OF SUBMISSION OF TENDER
20.05.2020 (TIME 15:00 HRS.)

DUE DATE OF OPENING OF TENDER
20.05.2020 (TIME 15:30 HRS.)

Cost of Tender :- i) Rs. 2240/- (Incl. 12% GST)
Purchase from O/o ED (S&P)
ii) Rs. 2360/- (Incl. 18% GST) if
downloaded from website

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TENDER FORM
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

Tender document SL.No.....

ISSUED to M/s -----

Cost of Tender documents Rs.....

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

Name of Bank -----

Signature & Seal of Issuing Authority

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
RAIPUR
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-19/S&P/27** copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

- (I) Questionnaire for Commercial terms and conditions.
- (II) Questionnaire for Technical specifications of the Materials, and
- (III) All other conditions wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the Board will have right to take the same to be advantageous for the company. Companies 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.



website

To be published in power company's

CHHATISGARH STATE POWER TRANS. CO. LTD.

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

CIN- U40108CT2003SGCO15820

O/o Chief Engineer (Store & Purchase)

3rd Floor, SLDC Building, Dangania, Raipur (C.G.)-492013

Website- www.cspc.co.in,

Phone-0771-

2574236/39/40/4002

Email id: pp.singh@cspc.co.in

Fax-0771-2574246

arbunkar1501@gmail.com

No.CE/S&P/NIT/TR-19/27/46/44

Raipur, dtd.

E- PROCUREMENT TENDER NOTICE

Sealed tenders are invited from experienced manufacturers/eligible bidder for supply of following equipments/ materials:

Sl. No	Tender No.	Particulars	Qty	Cost of tender doc. (Rs.)		EMD	Due date of opening of tender
				Printed Tender Form	Download Tender Form		
1	TR-19/S&P/27 RFx No-8100017149	ISI marked ACSR Panther Conductor	910 KM	2240/-	2360/-	5,00,000/-	20.05.2020
2	TR-19/S&P/46 RFx No 8100017064	MS Angle	305 MT	1120/-	1180/-	1,61,000/-	21.05.2020
3	TR-19/S&P/44 RFx No 8100017285	70 KN, 90 KN, 120 KN & 160 KN Long Rod Polymer Insulators.	As per tender	2240/-	2360/-	4,00,000/-	22.05.2020

- NOTE:-i) In case any of the above dates is declared as holiday then the particular date will automatically get shifted to next working day.
- ii) The quantities mentioned above are tentative & may vary according to final requirement.
- iii) **Any notice for extension of due date of tender opening shall not be published in newspapers. It will be displayed only on official website of the company.**
- iv) **The tender will be processed through e-bidding module of SAP-SRM. Bidders are advised to visit our website www.cspc.co.in/csptcl for viewing detailed instructions regarding submission of offer through SAP-SRM.**

TERMS AND CONDITIONS:-

- i) The tender documents can be obtained from the office of the CE (S&P), CSPTCL, Raipur in person on payment of cost of tender document in the form of MICR D.D. only made out in the name of Manager, RAO (HQ), CSPTCL, Raipur accompanied with firm's application on its letter head on any working day one day before the due date. If tender document is required by post, Rs.250/- is to be paid by D.D. along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal delay regarding receipt/non-receipt of tender documents.
- ii) The tender document will be made available on CSPTCL web site www.cspc.co.in. The bidder participating in the tender can download the document from web site. In such case, the cost of tender document in the form as detailed above be submitted along with the tender in EMD envelop. In absence of same, the tender shall not be opened.
The bidders who download the documents are requested to remain in contact with this office for any development in the tender.
- iii) Tender documents and the detailed specification could be issued on any working day up to the last date of sale of tender document. The duly filled tenders should be dropped in the tender box of the respective tender up to 15:00 hrs. on the due date. In case of tenders sent through post/ courier, it will be responsibility of the bidder to drop/get dropped the tender in the respective tender box. No receipt of the tender shall be issued in any case. The T.C. bid shall be opened at 15.30 Hrs. on above date.
- iv) After publication of NIT & before the date of opening of TC bid, corrigendum/ other information (if any) shall be displayed on our official web only. The bidders are requested to remain in contact with this office or visit our web-site for any development/ clarification/ amendment issued subsequently.
- v) CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

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

Sd/-
CHIEF ENGINEER (S&P)
CSPTrans.CL : Raipur

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

The tender specification no. 02-16/TR- 19/S&P/27 is to be processed through e-bidding. The bid is to be submitted online as well as offline (hard copy). Details of NIT & Tender Documents are available on our website—<http://www.cspc.co.in> & <http://ebidding.cspcl.co.in:50700/irj/portal>. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section. Last date & time of submission of bid in hard copy and also in softcopy is 20.05.2020 upto 3.00 pm and due date & time of opening of part –I and part-II of the tender is 20.05.2020 at 3.30 pm.

Important Instructions :-

i) 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 VI commercial information. (d) Schedule (VII) Schedule for commercial deviation. (e) Schedule (V) Schedule for Technical deviation. It may please be noted that only above mentioned documents are to be uploaded in e-bidding portal and no other document is required to be submitted in e-bidding portal. The bidder shall give reply to following questions regarding above documents in e-bidding portal:-

- (i) Whether scanned copy of tender fee DD uploaded. Yes/No
- (ii) Whether scanned copy of DD of EMD /EMD Exemption uploaded. Yes/No
- (iii) Whether scanned copy of Schedules of Commercial information Yes/No
- (iv) Whether scanned copy of Schedules of Commercial deviation Yes/No
- (v) Whether scanned copy of Schedules of Technical deviation Yes/No

ii) **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.

- iii) 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.
- iv) Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.
- v) 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.
- vi) Reference time for submission dead line shall be the time displayed in the portal and shall be treated as final.
 - vii) 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.
 - viii) CSPTCL will not accept incomplete bid.
 - ix) 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.
 - x) The e-bidding vendor user manual displayed on website-<http://ebidding.cspcl.co.in:50700/irj/portal> for the help of the bidders. For any further queries the bidder may contact at Helpline no. 0771-2576672/73 (EITC, CSPDCL, Raipur)
 - xi) 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.
 - xii) 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. □ 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.
 - xiii) Before participating the bidder shall carefully read all the instructions and processes.
 - xiv) 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.

Annexure-I
SPECIAL INSTRUCTIONS TO BIDDERS /TENDERERS

1. **IMPORTANT: Except as otherwise provided in any subsequent modification/LOI/Order, the provision of this Section shall have effect notwithstanding anything inconsistent therewith contained in any other Schedule/ Annexure/ Clause/ Terms/ Condition of this tender document). e-Bidding & Due date:** Please note that the Tender shall be processed through e-Bidding. Instruction to Bidders for submission of Bids through SAP-SRM Module (e-Bidding) are detailed in **Instructions to bidders for submission of bid through SAP- SRM module (e-bidding)**.
 - a). The bidders are requested to go through these instructions carefully and submit the tender in e -Bidding portal and also in hard copy accordingly.

Date of submission of tender is 20.05.2020 upto 3.00 PM and tender will be opened on same day at 3.30 PM in the Office of CE (S&P), CSPTCL, Danganiya, Raipur, through E-bidding as per the guidelines .
 - b) The Chhattisgarh State Power Transmission Company Ltd., Raipur (or any authority designated) - hereinafter called 'OWNER' or 'CSPTCL' or 'Company' - will receive bids as per the accompanying specification. All bids shall be prepared and submitted in accordance with instructions, terms and conditions stipulated in the tender.
2. **Tender Fee:** - The tender document can also be downloaded from official website of the CSPTCL (www.cspc.co.in/csptcl). In case bidder chooses to submit his offer on downloaded tender document, they will be required to deposit specified tender fee (cost of tender documents- non refundable) in form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur payable at Raipur. The bank draft shall be issued from the nationalized/ scheduled bank. **DD should be enclosed with the part I of the tender offer. In absence of tender fee, offer will not be considered for opening of price bid.**
3. **Earnest Money:-**The Earnest Money in the instant tender is **Rs. 5.00 lac (Rs. Five lacs only)** payable in the form of demand draft **in favour of Manager (RAO: HQ), CSPTCL, Raipur, payable at Raipur (Chhattisgarh)**. The other details regarding mode of submission of EMD/ exemption from EMD etc are given in **clause No. 6.1 of Section-I** “General Terms & Conditions of the Tender”.
4. **Qualifying Requirements:-**

To ascertain PQR, Bidders are required to furnish following documents:-		
Sl.	PQR Requirement	Document required to verify PQR
1	The Bidder should be manufacturer of ISI marked tendered items or higher size ACSR Conductor having manufacturing unit in India	Valid NSIC/DIC certificate for tender items duly self attested. In case firm is not registered with NSIC/DIC, bidder should furnish self attested copy of Factory license issued by Industries Department of State/Central Govt. for tendered items.
2	The manufacturer should have valid IS license for manufacturing of Aluminium Conductor for overhead Transmission Purposes, Part 2 Aluminium Conductor Galvanized Steel Reinforced (IS : 398 Part-2) on due date of opening of the tender	Copy of valid IS license duly self attested.
3	The bidder should have minimum experience of 5 years for manufacturing & supply of tendered item or higher size ACSR conductor to following Indian entities as on the date of issue of NIT:- i.) Power utilities owned and controlled by Central or State Govt., Or ii.) PSUs, Or iii.)Govt. Organizations'	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-3 of the PQR.
4	The Bidder should have experience of manufacturing and supply of at least 50 Km tendered item or higher size ACSR conductor during last 3 financial years i.e. 2016-17, 2017-18 & 2018-19 to following Indian entities:- i.) Power utilities owned and controlled by Central or State Govt., Or ii.) PSUs, Or iii.)Govt. Organizations'	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-4 of the PQR.
5	The bidder must have minimum average annual turnover (MAAT) of Rs. 18.12 Crore (Rs. Eighteen crore twelve lacs only) from the best three financial years out of last five financial years (2014-15 to 2018-19) and SSI unit of Chhattisgarh should have minimum average annual turnover (MAAT) of Rs. 4.53 crore for the best three financial years out of last five financial years (2014-15 to 2018-19)	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. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19)

6	<p>i)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 total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses(including debit balance in profit and loss account for current year) and intangible assets.</p>	<p>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. 2016-17, 2017-18 and 2018-19</p>
7	<p>The bidder should have all the type-test certificates of tendered item /materials as per tender specification issued by NABL accredited laboratory and the same shall be submitted along with the tender. The type-test certificate of tendered item/ /materials shall not be more than 5 years old on the date of issue of NIT</p>	<p>Copy of valid type test report duly self attested.</p>
8	<p>The bidder should not be debarred/black listed by Bank/State Govt./Central Govt./State PSU/CPSU/SEB/ Public utility as on the date of issue of NIT.</p> <p>However, the bid may not be considered for further processing in following cases also:</p> <p>i) If bidder is debarred/blacklisted by Bank/state Govt./Central Govt./State PSU/CPSU/SEB/public utility up to date of opening of price bid of the instant tender.</p> <p>ii) If a case comes to notice regarding submission of forged/fake document in any other tender under process in CSPTCL up to date of opening of price bid of the instant tender.</p>	<p>A declaration in this regard shall be furnished by the bidder.</p>
9	<p>Any sum of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with this requirement shall not be opened.</p>	<p>Declaration in this regard shall be furnished by the bidder.</p>
10	<p>The bidder shall submit certificates (in original) issued by a CA confirming fulfillment of the criteria.</p> <p>(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 as on 31.12.19 should be outstanding/ overdue</p> <p>(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.</p>	<p>The bidder shall submit certificates (in original) issued by a CA confirming fulfillment of the criteria.</p>

11	All the documents/ statements/ attachments/information submitted by the bidder in proof of the qualifying requirements must be authentic/genuine/correct and in case, any of the said documents/statements/attachments/information is found to be false /fake/misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provision of the tender.	Self attested declaration shall be furnished by the bidder:- <i>All the documents/ statements/ attachments/information submitted by the bidder in proof of the qualifying requirements are authentic/genuine/correct and in case, any of the said documents/statements/attachments/information is found to be false /fake/misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provision of the tender.</i>
12	The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule XII on non-judicial stamp paper worth Rs.250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 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.	The bidder shall have to submit duly signed pre-contract integrity pact in the format enclosed as Schedule XII on non-judicial stamp paper worth Rs.250/-.

The bidder is required to furnish Self Attested documentary proof for having acquired above Pre Qualifying Requirement (PQR).

5. The order quantity to any bidder shall be restricted to their offered quantity **or** manufacturing capacity for the delivery period as per tender (i.e. yearly installed manufacturing capacity as per valid document **multiplied** by delivery period as per tender in year) whichever is lower.
- For this purpose the bidder will be required to submit the duly notarized copies of valid document indicating installed manufacturing capacity of the plant & machinery.
- 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 25 % of the total quantity on tender, below which the offer will not be considered.
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 Annexure-II of this specifications with base indices as issued by IEEMA in its circular one month prior to the due date of opening of TC bid. In case of any extension of due date the base date for working out the price variation shall be as per the original due date only. However, if deliveries of material get delayed beyond contractual delivery period, price variation claimed shall be governed as detailed in clause **No. 6.3.1 of section-I “General terms & conditions of the Tender”**.
7. PRICE BID has to be submitted in prescribed format only as per **SCHEDULE-II**. Ex-works price including packing charges should be quoted. The rate of GST 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 (in e-Bidding module only) shall be taken as final. However, in case of any mistakes / errors found in calculation for arriving total value of contract, corrections shall be made for the purpose of computation to decide relative position of bidder. Whereas while placement of order the lowest rate shall be taken.
9. The certified copies of all the type test certificates of tendered item materials as per relevant standards i.e. ISS as per IS:398 part (2) 1996 issued by Govt. standard test laboratory/ NABL accredited laboratory shall be submitted along with the tender. The type test certificate of tendered item materials shall not be more than 5 years old on the date of issue of NIT. Without the required type test certificate(s), the offer shall be liable for rejection.
10. The tender document shall be available for sale in the Office of CE (S&P) 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 new website i.e. www.cspc.co.in (old website www.cseb.gov.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**.
11. The bidder should have adequate plant and machinery necessary for the manufacture of the tendered item.
12. 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.
13. **INTEGRITY PACT:** - The bidder shall have to submit pre-contract integrity pact in the format enclosed as **Schedule XII** on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 5 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 bid rejection-**
 - a) **Attention of bidders is drawn to the fact that no additional/new documents will be allowed to be submitted after bid submission with only exception that clarifications/ confirmations on the points which lack clarity after techno-commercial evaluation may be obtained. Bidders are therefore, requested to exercise utmost care to make sure that all the documents required as per eligibility criteria/PQR/techno-commercial requirements of the tender are submitted with their bid on or before the date of bid submission. The bid submission of all the documents required as per tender conditions/requirements and the bidder must adhere to the deadline.**
 - b) **It may also be noted that if a bidder has quoted ‘NIL’ deviation in the bid, this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid and no correspondence will be made to withdraw such specific contradictory conditions**

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

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

3. Criteria for placement of order : - The tendered quantity for ACSR Panther conductor will be offered to maximum two parties. The quantity shall be distributed in the ratio 60% to L-1 bidder and 40 % to L-2 bidder on counter offer rates, bidder will have to quote for entire quantity.

3.1 Offered Quantity:- It is obligatory on part of Bidders to offer at least 60% of the tendered quantity of material for manufacturer 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 25% of the total tendered of tender, below which the offer will not be considered.

3.2 Extension Order:

The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of tender items / material within 6 months from date of order and accordingly offered prices should be taken into account for these requirements.

4. Price reduction clause:-

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

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

6. Offers:-The offer for material/materials are required to be submitted in Duplicate in separate sealed envelopes for which following details may be noted: -

6.1 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) The photocopy of the NSIC/ SSI registration certificate for the tendered item duly self attested 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) The bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.

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

6.2 PART-II Techno commercial Bid:

6.2.1 PART-II (A) - Technical bid:

In this part of bid, bidders 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.

6.2.2 Completeness of equipment and bought out items: -

The bidders 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 bidder and only on this basis, delivery period will be offered in the tender.

- ii) It may be noted in the case of damages / shortages due to improper packing or any other negligence, replacement shall be arranged within one month's time. If this is not done, date of delivery of such accessory will be treated as date of delivery of main equipment and full penalty should be recoverable from the bidder on total cost of the material.
- iii) For bought out items, responsibility for guarantee and obtaining immediate replacement in case any defects are noticed and in case defective supply of any item is reported will rest on the bidder.
- iv) In case for attending to defect in any equipment or inspection / replacement of the equipment, which may be bought out item for the bidder; services of engineer of original manufacturer is required, the same will be organized on immediate basis by the bidder at his cost.

6.2.3 It would be obligatory on the part of bidder to enclose a schedule of Technical deviation in **Schedule-IV** in case there are any deviations from our technical requirement. Even if no deviations are involved a separate schedule of deviation for technical particulars should be enclosed wherein a certificate may be recorded that there are no deviations from all our technical requirements. In the event of non-compliance of this instruction, it may be noted that the CSPTCL reserves the right to reject all such offers without assigning any reason or without making any correspondence for obtaining any clarification.

6.3 **PART-II(B)- Commercial Bid:**

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

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

Further, the bidder shall have to submit the relevant IEEMA circulars prevailing on the base date specified in this tender.

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

6.3.1 **Prices & Taxes :**

The prices offered should be in Indian Rupees are **Variable**. 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 offered should be Variable as per formula appended with this tender based on **IEEMA** indices as applicable with base date as.....i.e. one month prior to date of opening of tender..

The prices should be quoted in the proforma given in schedule-II 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.

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.

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. The invoices should be supported with calculation of price variation along with documentary evidence of applicable indices. If price adjustment works out to be positive, the same is payable to contractor by CSPTCL and if it works out to be negative, the same shall be recovered from the contractor. The price variation bills should be submitted to Dy.GM (Bills) O/o GM (Finance), CSPTCL, Raipur.

6.3.2 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 Area Stores along with copies of bill and other necessary documents to Dy. GM (Bills), O/o GM (Finance), CSPTCL, Raipur for arranging payment.

6.3.3 Delivery period: The delivery should commence within 45 days from the date of order with minimum quantity of 30%. The supplies of balance quantity on order shall then

be completed in 3 ½ months, Thus a total period of 5 months from date of order thereafter. **However, if required the delivery may be advanced/deferred.**

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

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

6.3.4 Penalty:

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

For this purpose date of offer for inspection of material in the O/o Chief Engineer (S&P),CSPTCL 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 issue of DI. 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 Chief Engineer (S&P),CSPTCL so that ambiguity does not arises for date of offer. In case the inspection offer is not received in the O/o Chief Engineer (S&P) through Fax/E-mail the date of receipt of offer letter shall be taken as date of offer for inspection.

6.3.5 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.

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

6.3.6 Security deposit:

The supplier has to submit the security deposit in form of cash / 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 including GST.
- (ii) The SSI units of CG having annual business (FY 2018-19) with the CSPTCL 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 lac (Rs. Ten lac only)
- (iii) In case of SSI units of CG whose annual business (FY 2018-19) with CSPTCL 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 with successor companies of CSEB, the certificate of chartered Accountant duly notarized should be furnished. This bank guarantee shall be submitted within 30 days from the date of dispatch of order and shall be kept valid for two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder & Buyer, including guarantee period plus 06 months claim period whichever is later.

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..

6.3.7 Transit risk:

- a) Responsibility regarding covering of risk, during transit of material shall entirely be on the supplier. The CSPTCL, shall in any case, not bear the transit risk/transit insurance charges.
- b) Transit damages/ shortages/ losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for the settlement from carrier or insurance company etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done through other sources and they shall be free to recover the cost of such material/ expenses of repairs either from the supplier/balance bills or from the security deposit as deemed fit.
- c) While the necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/ losses/ damages, without extra cost and without waiting for the settlement of the claim.
- d) Replacement of goods lost/broken or damaged including loss to fire:-
Notwithstanding anything herein contained, the supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to / received by the CSPTCL at its stores or other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the supplier/carrier with necessary documents of the same with carriers at supplier's end.

6.3.8 Deviations:

It would be obligatory on the part of the bidder to enclose a separate schedule of deviation, if there are any deviations from our commercial terms / conditions. Even if no deviations are involved, a separate schedule of deviation for commercial conditions should be enclosed wherein a certificate may be recorded that there are no deviations from all our commercial conditions. All tenders, wherein these conditions are not complied with, may run the risk of rejection without any correspondence from our side.

6.3.9 Unsatisfactory performance:

If a bidder has supplied conductors/equipments/materials earlier which have failed /found defective within the guarantee period and not repaired/replaced within the stipulated period, the price bid of such a bidder shall not be opened.

6.4 **PART-III Price bid:**

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

7. **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-19/S&P/27 DUE FOR OPENING ON 20.05.2020 FOR SUPPLY OF ISI MARKED ACSR PANTHER CONDUCTOR.

To,

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

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

1	PAYMENT TERMS	AGREED
2	SECURITY DEPOSIT	AGREED
3	PENALTY	AGREED
4	PERFORMANCE GUARANTEE	AGREED
5	TECHNICAL SPECIFICATION	IT IS CERTIFIED THAT THE MATERIAL OFFERED BY US IS STRICTLY AS PER TECHNICAL SPECIFICATION AS STIPULATED IN THIS TENDER AND IN CASE ANY DEVIATION IS OBSERVED LATER ON, WE SHALL BE SOLELY RESPONSIBLE AND THAT OUR TENDER SHALL BE LIABLE FOR REJECTION.

Sign & Seal of bidder

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.

9. **Compliance with other conditions:-**

Although all other conditions have clearly been spelt out in the tender document, it is once again brought to the notice of bidder that they should go through our tender document carefully and comply all other conditions also, like furnishing of type test report, furnishing of list of past supplies, performance certificate, profit and loss account, balance sheet for last three years etc., furnishing of drawing and write up for the manufacturing process. In the nut shell, the offer at the time of submission of Technical and Commercial bid it self 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 bidder. The documents and details as called for in the tender must be submitted without making any reference to submission of such certificate against past order, tender or past experience of supplies with the CSPTCL etc. All tenders wherein these conditions are not complied with may run the risk of rejection without correspondence from our side.

10. **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.

11. 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.
- d) The acceptance of any quantity of equipment shall in no way relieve the successful supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipment is later found to be defective.
- e) In readiness of material for inspection should be intimated to O/o the ED(Trans.), 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 / type 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.

12. 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.

13. False inspection call: In case, the material is not offered for inspection on the date of inspection offered by the firm, due to any reason the firm shall be required to remit a sum of Rs.5,000/- or actual expenditure incurred for the visit of the inspector, whichever is more.

14. 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 exists.
- (e) List of areas in manufacturing process where stage inspections are normally carried out for quality control and details of such tests and inspections.
- (f) Special features provided in the equipment to make it maintenance free.
- (g) List of testing equipment available with the supplier for final testing of equipment specified and test plan limitation, if any, vis-a-vis the type/special acceptance and routine test specified in the relevant standards. This limitation shall be very clearly brought out in schedule of deviations from specified test requirements.

15. Test certificate:
Certified copies of type test certificate from Govt. Standard Laboratory/ NABL accredited Laboratory shall be submitted along with the tender failing which the tender will be liable for rejection. The type test certificates of tenderer's item material shall not be more than 5 years old on the date of issue of NIT. Without required type test certificate the offer shall be liable for rejection.

16. **Pool rate / Cartel:** Formation of bidders cartel is strictly prohibited. “Cartel” includes an association of sellers, distributors, traders or service providers who by agreement among themselves, limit, control or attempt to control the production, distribution, sale or price of or trade in goods or provision of services, Here, “agreement” includes any arrangement or understanding or action, whether or not is formal or in writing.
Quoting same rates i.e. pool rate is not acceptable. In case the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be out rightly rejected. However, if rates of two bidders are found to be same, quantity of orders to be placed on them will be reduced to half of the quantity a bidder is entitled to be allocated by virtue of their common rank. But, in case of multi-item tender, if rates of even two bidders for more than one item are found to be same, it will be considered as deliberate cartel and offers of both the bidders shall be rejected. Accordingly, all the bidders are advised to quote their own individual and most competitive rates.
Rated received in a tender will be minutely scrutinized to find out as to whether some or all bidders have entered in to any such ‘agreement’. If CSPTCL is satisfied with the conclusion that some or all the bidders have formed a cartel, offers of all such bidders shall be rejected.
17. **Amendment in specifications:** The Company may revise or amend the specification a rowing, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be communicated to all the bidders as Amendment/ Addendum to the invitation of tender and the same will be displayed in CSPTCL’s website also.
18. **Bids through fax:-** Fax offers will not be considered under any circumstances.
19. **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.
20. **Printed terms & conditions in bids:** Supplier’s printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.
21. **Alterations/ correction in bids:** No alternations in the tender document will be permitted.
22. **Incomplete bids:** Tender which is incomplete or obscure is liable for rejection.
23. **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.
24. **Disqualification of bids:** A bid which gets opened before the due date as a result of improper or no indication has been given on the cover to indicate that it is a tender, will be disqualified. bidders will not be permitted to change the substance of his tender on post interpretation/ improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of price bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.
25. **Language of bids:** All tenders should be made either in English, or in Hindi only.

26. **Canvassing of bids:** Tenders shall be deemed to be under consideration, after opening of tender/ bid till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of the Board's personnel or representative, on matters relating to under study.
27. **Transportation:** The bidder are required to quote transportation charges through trailer in respect of ISI marked ACSR Panther conductor. Further transshipment of material dispatched will not be allowed.
28. **Cancellation of order:**
- 29.1 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.
- 29.2 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. 6.3.4 above.
- or
- (b) To purchase form elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.
- or
- (c) To cancel the contract reserving Company right to recover damages.
- 29.3 Notwithstanding that the power under clause (28.2 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.

- 29.4 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 28.2 (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.
- 29.5 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.
- 29.6 In the event Company does not terminate the order as provided in clause 28.1 & 28.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the CSPTCL for liquidated damages for the delay as per clause 6.3.4 until supplies are accepted.
30. **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.
31. **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.
32. **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.
33. **COMPLIANCE OF REGULATIONS:-**The supplier shall warranty that all Goods covered under procurement shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable rules, regulations including Industries(Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements as applicable from time to time.

SECTION – II

TECHNICAL SPECIFICATION FOR ACSR “PANTHER” (30+7)/3 mm Conductors.

2. SCOPE

This specification of ACSR Panther Conductors covers the design, manufacture, , testing at manufacturer’s works, supply and delivery of both the conductors. The Technical specification contained in this section are for the guidance of the bidder Any deviation from purchaser’s specification will be considered on their related merits or performance, efficiency, durability and overall economy consistent with the purchaser’s requirements hereinafter stipulated. Such deviations shall be clearly entered by the bidder in Schedule-IV.

1.1 Details of Conductor

1.1.1 The ACSR Conductor shall generally conform to IS:398 PART-II,1996 with latest Amendment except where otherwise specified herein.

1.1.2 The salient parameters of the ACSR Conductor are indicated below.

SN	Particulars	ACSR “PANTHER” Conductor
a)	Stranding and wire diameter	30/3 mm Al +7/3 mm steel
b)	Number of Strands	
	Steel core	1
	1st steel layer	6
	1st Aluminium layer	12
	2nd Aluminium layer	18
	3 rd Aluminium layer	---
c)	Sectional area of Aluminium/steel	212.1/ 49.4 mm
d)	Total sectional area	261.5 sq.mm
e)	Overall diameter (mm)	21

1.1.3 Standard Technical Particulars

1.1.3.1 The Standard Technical Particulars (STP) of the ACSR conductor are enclosed at Annexure-B of this section. The values indicated in the STP are the minimum and/or maximum values required to be met by the Supplier.

1.2 Workmanship

- 1.2.1 All the Aluminium and steel strands shall be smooth, uniform and free from all imperfections, such as spills and splits, die marks, scratches, abrasions, etc., after drawing and also after stranding.
- 1.2.2 The finished conductor shall be smooth, compact, uniform and free from all imperfections including kinks (protusion of wires), wire cross over, over riding, looseness (wire being dislocated by finger/hand pressure and/or unusual bangle noise on tapping), material inclusions, white rust, powder formation or black spot (on account of reaction with trapped rain water etc.), dirt, grit etc.
- 1.2.3 The steel strands shall be hot dip galvanized and shall have a minimum zinc coating as indicated in the STP. The zinc coating shall be smooth, continuous, of uniform thickness, free from imperfections and shall withstand number of dips in standard **Peerce** test as indicated in STP. The steel wire rods shall be of such quality and purity that, when drawn to the size of the strands specified and coated with zinc, the finished strands and the individual wires shall be of uniform quality and have the same properties and characteristics as prescribed in IEC: 888.
- 1.2.4 The steel strands shall be preformed and post formed in order to prevent spreading of strands in the event of cutting of composite core wire. Care shall be taken to avoid, damages to galvanization during pre-forming and post-forming operation.

1.3 Joints in Wires

1.3.1 Aluminium Wires

- 1.3.1.1 During stranding, no aluminium wire welds shall be made for the purpose of achieving the required conductor length.
- 1.3.1.2 No joints shall be permitted in the individual wires in the outer most layer of the finished conductor. However joints are permitted in the inner layer of the conductor unavoidably broken during stranding provided such breaks are not associated with either inherently defective wire or with the use of short lengths of aluminium wires. Such joints shall not be more than four (4) per conductor length and shall not be closer than 15 meters from joint in the same wire or in any other aluminium wire of the completed conductor.
- 1.3.1.3 Joints shall be made by cold pressure butt welding and shall withstand a stress of not less than the breaking strength of individual strand guaranteed.

1.3.2 Steel Wires

There shall be no joint of any kind in the finished wire entering into the manufacture of the strand. There shall also be no strand joints or strand splices in any length of the completed stranded steel core of the conductor.

Wherever , at any of the steel strand if a joint has been done ,it should be marked outside the whole finished conductor with wrapping of red tape.

1.4 Tolerances

The manufacturing tolerances to the extent indicated in the STP shall be permitted in the diameter of individual aluminium and steel strands and lay-ratio of the conductor.

1.5 Materials

1.5.1 Physical constant of hard- drawn Aluminium

- a) **Resistivity:-** The resistivity of the aluminium depends upon its purity and its physical condition. However as per the specified value of purity of this specification the maximum value permitted is 0.028264 Ohm.Sq.mm/ per meter at 20⁰ C.
- b) **Density:-** At a temperature 20⁰ C the density of hard drawn aluminium shall be 2.703 g/cm³.

- c) **Constant –Mass temperature Co- efficient of Resistance:-** At a temperature of 20⁰ C the constant-mass temperature co-efficient of resistance of hard drawn aluminium measured between two potential points rigidly fixed to the wire, the metal being allowed to expand freely, has been taken as 0.004 per degree Celsius.
- d) **Co-efficient of linear expansion:-** The co-efficient of linear expansion of hard drawn aluminum at 0⁰ C has been taken as 17.8x10⁻⁶

1.5.2 Physical constant of hard- drawn Galvanised Steel Wire:-

- a) **Density:-** At a temperature 20⁰ C the density of Galvanised Steel wire shall be 7.8 g/cm³.
- b) **Co-efficient of linear expansion:-** In order to obtain infirmity in calculations a value of 11.5x10⁻⁶ per degree C. may be taken for galvanized steel wire used in ACSR Conductor.

1.5.3 Aluminum

The aluminum strands shall be hard drawn from electrolytic aluminum rods having purity not less than 99.5% and a copper content not exceeding 0.04%. They shall have the same properties and characteristics as prescribed in ISS,BSS/IEC: 889.

1.5.4 Steel

The steel wire strands shall be drawn from high carbon steel wire rods produced by either the acid or the basic open-hearth process, the electric furnace process, or the basic oxygen process and shall conform to the chemical composition indicated in the STP and to the relevant standard.

The Steel wire strands shall have the same properties and characteristics as prescribed for regular strength steel wire in IEC: 888.

1.5.5 Zinc

The zinc used for galvanizing shall be electrolytic High Grade Zinc of 99.95% purity as per IS:209. It shall conform to and satisfy all the requirements of IS:209. Galvanizing has to be done hot dip galvanizing process. Natural grease may be applied between the layer of wires (Lithium soap grease corresponding to the Gr.II of IS:7623-1974 its suitable for such application.

1.6 Standard Length:-

- 1.6.1 The standard length of the conductor shall be as indicated in the STP 2000 Mtr for ACSR Panther. A tolerance of +/- 5% of the standard length shall be permitted. All length outside this limit of tolerance shall be treated as random lengths.
- 1.6.2 Random lengths will be accepted provided no length is less than 95% of the standard length specified and the total quantity of such random lengths shall not be more than 5% of the total quantity ordered.

2.0 Tests and Standards

Tests on ACSR Conductor shall be conducted as per latest relevant standard & tender specification.

2.1 Type Tests

The following tests shall be conducted once on a sample / samples of conductor as per IS:398 Part-II ,1996 with latest Amendment & tender specification .

Sr.no	Tests
-------	-------

1	Measurement of diameter of aluminum & steel wire
2	Breaking load test a. Aluminum wire (before/after) b. Steel wire (before/after)
3	Ductility test a. %Elongation steel wire (before/after) b. Torsional test (before/after)
4	Wrapping test a. Aluminum wire b. Steel wire
5	DC resistance test on stranded conductor a. Aluminum wire b. Steel wire
6	Measurement of lay ratio a. First layer (Steel) b. Outermost layer (Alu.) c. Beneath outermost layer (Alu.)
7	Strain stress test a. On complete conductor b. On steel core
8	Surface condition test
9	UTS test on stranded conductor
10	Galvanizing test on steel wire a. Wt. of zinc coating b. Uniformity of zinc coating

2.2 **Acceptance Tests:-** Acceptance Tests on **ACSR Conductor** shall be conducted by owner representative at works site of manufacturer as per provision in **latest relevant standard and tender specification.**

a)	Visual and dimensional check on drum	IS: 398(Part II)1996/Relevant with latest Amendment
b)	Visual check for joints scratches etc. and length measurement of conductor by rewinding	IS: 398(Part II)1996/Relevant with latest Amendment
c)	Dimensional check on steel and aluminum strands	IS: 398(Part II)1996 or as per this specification
d)	Check for lay-ratios of various layers	IS: 398(Part II)1996/Relevant with latest Amendment
e)	Galvanizing test on steel strands	
f)	Ductility test	IS: 398(Part II)1996/Relevant with latest Amendment
g)	Breaking load test on steel and Aluminium strands	
h)	Wrap test on steel & Aluminium strands	
i)	DC resistance test on Aluminium strands	

j)	Barrel Batten strength test	As per this specification
----	-----------------------------	---------------------------

2.3 a. **Routine Test**

a)	Check to ensure that the joints are as per Specification
b)	Check that there are no cuts, fins etc., on the strands.
c)	Check that drums are as per Specification
d)	All acceptance test as mentioned above to be carried out on each coil/drum (as applicable)

b. **Test during manufacturing**

1	Chemical analysis of zinc used for galvanized	IS: 398(Part II)1996/Relevant with latest Amendment
2	Chemical analysis of Aluminium used for making aluminium strand	
3	Chemical analysis of Steel used for making steel strand	

c) Testing Facility at work site (Suppliers works) :- The following additional facilities shall be available at suppliers works:-

- a) Calibration reports from Government approved testing laboratory of various testing and measuring equipment including tensile testing machine, resistance measurement facilities, burette, thermometer, barometer etc.
- b) Standard resistance for calibration of resistance bridges.
- c) Finished conductor shall be checked for length verification and surface finish on separate rewinding machine at reduced speed (Variable from 8 to 16 meters per minute). The rewinding facilities shall have appropriate clutch system and free of vibrations, jerks etc. with transverse layering facilities.
- d) The bidder should have all the routine and acceptance testing facilities, in house.

2.3.1 Packing

2.3.1.1 The conductor shall be supplied in non-returnable, strong, wooden drums provided with lagging of adequate strength, constructed to protect the conductor against all damage and displacement during transit, storage and subsequent handling and stringing operations in the field. The Supplier shall be responsible for any loss or damage during transportation handling and storage due to improper packing. The drums shall generally conform to IS:1778-1980, except as otherwise specified hereinafter.

2.3.1.2 The drums shall be suitable for wheel mounting and for letting off the conductor under a minimum controlled tension of the order of 5 KN.

The bidder should submit the proposed drum drawing in the same shall be in line with the requirements as stated here in after placement of LOI the supplier shall submit the fully dimension drawing of the drum for purchasers approval before taking up manufacturing of conductor and or drums.

2.3.2 Marking

Each drum shall have the following information stenciled on it in indelible ink along with other essential data :

- (a) Contract/Award letter number.
- (b) Name and address of consignee.
- (c) Manufacturer's name and address.
- (d) Drum number
- (e) Size of conductor
- (f) Length of conductor in meters
- (g) Arrow marking for unwinding
- (h) Position of the conductor ends
- (i) Distance between outer-most Layer of conductor and the inner surface of lagging.
- (k) Barrel diameter at three locations & an arrow marking at the location of the measurement.
- (l) Number of turns in the outer most layer.
- (m) Gross weight of drum with lagging.
- (n) weight of the empty drum with lagging.
- (o) Net weight of the conductor in the drum.

The above should be indicated in the packing list also.

2.4 Standards

2.4.1 The conductor shall conform to the following Indian/International Standards, which shall mean latest revisions, with amendments/changes adopted and published, unless specifically stated otherwise in the Specification.

2.4.2 In the event of the supply of conductor conforming to standards other than specified, the Bidder shall confirm in his bid that these standards are equivalent to those specified. In case of award, salient features of comparison between the standards proposed by the Supplier and those specified in this document will be provided by the Supplier to establish their equivalence.

Sl. No.	Indian Standard	Title	International Standard
1.	IS: 209-1992	Specification for zinc	BS:3436-1986
2.	IS: 398 Part-I - 1996	Specification for Aluminium Conductors for Overhead Transmission Purposes	IEC:1089-1991 BS:215-1970
3.	IS:398 Part-II - 1996	Aluminum Conductor Galvanized Steel Reinforced	BS;215-1970 IEC:1089-1991
4.	IS:398 Part-V - 1992	Aluminum Conductor Galvanized Steel-Reinforced For Extra High Voltage (400 KV) and above	IEC:1089-1991 BS:215-1970

5.	IS : 1778-1980	Reels and Drums for Bare Conductors	BS:1559-1949
6.	IS : 1521-1991	Method of Tensile Testing of Steel Wire	ISO 6892-1984
7.	IS : 2629-1990	Recommended Practice for Hot Dip Galvanising of Iron and Steel	
8.	IS : 2633-1992	Method of Testing Uniformity of Coating on Zinc Coated Articles	
9.	IS : 4826-1992	Galvanized Coating on Round Steel Wires	IEC : 888-1987 BS:443-1969
10.	IS : 6745-1990	Methods of Determination of Weight of Zinc Coating of Zinc Coated Iron and Steel Articles	BS:433-1969 ISO 1460 -1973
11.	IS : 8263-1990	Method of Radio Interference Tests on High Voltage Insulators	IEC:437-1973 NEMA:107-1964 CISPR
12.		Zinc Coated steel wires for stranded Conductors	IEC : 888-1987
13.		Hard drawn Aluminium wire for overhead line conductors	IEC : 889-1987

ANNEXURE-A

3. Tests on Conductor

3.1 UTS Test on Stranded Conductor

Circles perpendicular to the axis of the conductor shall be marked at two places on a sample of conductor of minimum 5 m length between fixing arrangement suitably fixed on a tensile testing machine. The load shall be increased at a steady rate upto 50% of minimum specified UTS and held for one minute. The circles drawn shall not be distorted due to relative movement of strands. Thereafter the load shall be increased at steady rate to 100% of the UTS of conductor and held for one minute. The Conductor sample shall not fail during this period. The applied load shall then be increased until the failing load is reached and this value shall be recorded.

3.2 D.C. Resistance Test on Stranded Conductor

On a conductor sample of minimum 5m length two contact-clamps shall be fixed with a predetermined bolt torque. The resistance shall be measured by a Kelvin double bridge or digital ohm-metre of sufficient accuracy by placing the clamps initially zero metre and subsequently one metre apart. The test shall be repeated at least five times and the average value recorded. The value obtained shall be corrected to the value at 20⁰C as per IS:398. The resistance corrected at 20⁰C shall conform to the requirements indicated in the STP.

3.3 Chemical Analysis of Aluminium and Steel

Samples taken from the Aluminium and steel ingots/coils/strands shall be chemically/spectrographically analyzed. The same shall be in conformity to the requirements stated in this Specification.

3.4 Visual and Dimensional Check on Drums

The drums shall be visually and dimensionally checked to ensure that they conform to the requirements of this Specification.

3.5 Visual Check for Joints, Scratches etc.

Conductor drums shall be rewound in the presence of the Owner. The Owner shall visually check for scratches, joints etc. and that the conductor generally conform to the requirements of this Specification. Five percent (5%) to ten percent (10%) drums from each lot shall be rewound in the presence of the Owner's representative. The actual quantity will be discussed and mutually agreed to by the Supplier & Owner in the Quality Assurance Programme.

3.6 Dimensional Check on Steel and Aluminium Strands

The individual strands shall be dimensionally checked to ensure that they conform to the requirement of this Specification.

3.7 Check for Lay-ratios of Various Layers

The lay-ratios of various layers shall be checked to ensure that they conform to the requirements of this Specification.

3.8 Procedure Qualification test on welded Aluminium strands:- Two Aluminium wire shall be welded as per the approved quality plan and shall be subjected to tensile load. The breaking strength of the welded joint of the wire shall not be less than the breaking strength of individual strands.

3.9 Chemical Analysis of Zinc :- Samples taken from the zinc ingots shall be chemically/ spectrographically analyzed. The same shall be in conformity to the requirements stated in the Specification.

3.10 Galvanizing Test:- The test procedure shall be as specified in IEC : 888. The material shall conform to the requirements of this Specification. The adherence of zinc shall be checked by wrapping around a mandrel four times the diameter of steel wire.

3.11 Torsion and Elongation Tests on Steel Strands :- The test procedures shall be as per clause No. 13.4 of IS : 398 Part-2.

3.12 Check on Barrel Batten strength of Drums:- The details regarding barrel batten strength test will be discussed and mutually agreed to by the Supplier & Owner in the Quality Assurance Programme.

Annexure-B

STANDARD TECHNICAL PARTICULARS OF ACSR PANTHER CONDUCTOR

The ACSR PANTHER CONDUCTOR to be supplied should confirm to IS:398 part-II with all the amendments made till to-day. However, important parameters are given below for :-

Sl.	Description	Unit	Guaranteed Values for ACSR Panther
1.0	Materials		Aluminum conductor steel reinforced
1.1	Steel Wire / Rods		
1.1	Aluminium		
a)	Minimum purity of Aluminium	%	99.50
b)	Maximum copper content	%	0.04
1.2	Steel wires/ rods		
a)	Carbon	%	0.50 to 0.85
b)	Manganese	%	0.50 to 1.10
c)	Phosphorous	%	Not more than 0.035
d)	Sulphur	%	Not more than 0.045
e)	Silicon	%	0.10 to 0.35 (Max.)
1.3	Zinc		
a)	Minimum purity of Zinc	.%	99.95
2.0	No. of strands Alu./Steel	No.	30/7
a)			
b)	Cross section area		
	i) Alu/Steel. Strands	Sq. mm	7.06/7.06
	ii) Whole Alu./Steel		212.1/49.4

	iii) Whole conductor		261.5	
c)	Over all diameter of conductor	mm	21	
d)	Laying of strand		Alu.	Alu.
	i) Center	No.	NA	NA
	ii) First layer	No.	12	12
	iii) Second layer	No.	18	18
	iv) Third layer	No.	----	----
	v) Fourth layer	No.	----	----
2.1	Aluminum strands after stranding		30/3 mm	
	Diameter			
a)	Nominal	mm	3	
b)	Maximum	mm	3.03	
c)	Minimum	mm	2.97	
2.2	Minimum breaking load of strand			
a)	Before stranding	KN	1.17	
b)	After stranding	KN	1.11	
2.3	Maximum resistance of 1 m length of strand at 20 deg. C.	Ohm Sq. per Mtr.	0.139	
3.0	Steel strand after stranding		7/3 mm	
2.1	Diameter			
a)	Nominal	mm	3	
b)	Maximum	mm	3.06	
c)	Minimum	mm	2.94	
3.2	Minimum breaking load of strand			
a)	Before stranding	KN	9.29	
b)	After stranding	KN	8.83	
3.3	Galvanising			
a)	Minimum weight of zinc coating per sq.m.	gm	250	
b)	Minimum number of dips that the galvanized strand can withstand in the standard preece test	Nos.	2 dips of one minute & 1 dip of half minute	
c)	Min. No. of twists in guage length equal 100 times the dia. of wire which the strand can withstand in the torsion test (after stranding)	Nos	16	

4.	Stranded Conductor		
4.1	UTS of the conductor	kN	89.67 (Min.)
4.2	DC resistance of the conductor at 20°C when corrected at standard weight Ohm-km i) Whole conductor ii) Strand	Ohm /km	4.07
4.3	Standard length of the conductor	m	1500
4.4	Tolerance on Standard length	%	(+/-) 5
4.5	Direction of lay of outer layer		Right Hand
4.6	Linear mass of the conductor		
	Aluminium	kg/km	587
	Steel	kg/km	387
a)	Total Standard	kg/km	974
5.0	Coefficient of linear expansion of Conductor per degree celcius i) Aluminium ii) Steel	per degree celcius	17.8 x 10 ⁻⁶ 11.5x 10 ⁻⁶
5.1	Calculated final Modulus of elasticity kg/cm ²	kg/cm ² GN/Sq. M	8155 Kg. / sq. mm
5.2	Temp. Variation		
5.3	Current carrying capacity. at 40 deg. Cent. Ambient and 30 deg. Rise	Amp	430
5.4	Elongation before stranding steel strand	%	4

2. TEMPERATURE RISE CURVE OF CONDUCTOR

The bidder shall furnish curves for current in Amperes (50 cycles) versus temperature rise for the ACSR Panther Conductor size for the following conditions :-

- i) Ambient Temperature : 0 deg. C in still air.
- ii) -do- : 32 deg. C in still air.
- iii) -do- : 60 deg. C in still air.
- iv) -do- : 50 deg. C with a wind velocity of 0.60 M per second across the conductor.
- v) -do- : 32 deg. C with a wind velocity of 0.60 M per second across the conductor

vi) -do- : 60 deg. C with a wind velocity of 0.60 M per second across the conductor.

**SCHEDULE - I
GUARANTEED TECHNICAL PARTICULARS FOR ACSR PANTHER CONDUCTORS**

Sl.	Description	Unit	Guaranteed Values for ACSR Panther		Offered by bidder
1.0	Materials		Aluminum conductor steel reinforced		
1.1	Steel Wire / Rods				
1.1	Aluminium				
a)	Minimum purity of Aluminium	%	99.50		
b)	Maximum copper content	%	0.04		
1.2	Steel wires/ rods				
a)	Carbon	%	0.50 to 0.85		
b)	Manganese	%	0.50 to 1.10		
c)	Phosphorous	%	Not more than 0.035		
d)	Sulphur	%	Not more than 0.045		
e)	Silicon	%	0.10 to 0.35 (Max.)		
1.3	Zinc				
a)	Minimum purity of Zinc	.%	99.95		
2.0	No. of strands Alu./Steel	No.	30/7		
a)					
b)	Cross section area iv) Alu/Steel. Strands v) Whole Alu./Steel vi) Whole conductor	Sq. mm	7.06/7.06 212.1/49.4 261.5		
c)	Over all diameter of conductor	mm	21		
d)	Laying of strand		Alu.	Alu.	
	vi) Center	No.	NA	NA	
	vii) First layer	No.	12	12	

	viii) Second layer	No.	18	18	
	ix) Third layer	No.	----	----	
	x) Fourth layer	No.	----	----	
2.1	Aluminum strands after stranding		30/3 mm		
	Diameter				
a)	Nominal	mm	3		
b)	Maximum	mm	3.03		
c)	Minimum	mm	2.97		
2.2	Minimum breaking load of strand				
a)	Before stranding	KN	1.17		
b)	After stranding	KN	1.11		
2.3	Maximum resistance of 1 m length of strand at 20 deg. C.	Ohm Sq. per Mtr.	0.139		
3.0	Steel strand after stranding		7/3 mm		
2.1	Diameter				
a)	Nominal	mm	3		
b)	Maximum	mm	3.06		
c)	Minimum	mm	2.94		
3.2	Minimum breaking load of strand				
a)	Before stranding	KN	9.29		
b)	After stranding	KN	8.83		
3.3	Galvanising				
a)	Minimum weight of zinc coating per sq.m.	gm	250		
b)	Minimum number of dips that the galvanized strand can withstand in the standard preece test	Nos.	2 dips of one minute & 1 dip of half minute		
c)	Min. No. of twists in guage length equal 100 times the dia. of wire which the strand can withstand in the torsion test (after stranding)	Nos	16		
4.	Stranded Conductor				
4.1	UTS of the conductor	kN	89.67 (Min.)		
4.2	DC resistance of the conductor at 20°C when corrected at standard weight Ohm-km iii) Whole conductor iv) Strand	Ohm /km	4.07		

4.3	Standard length of the conductor	m	1500	
4.4	Tolerance on Standard length	%	(+/-) 5	
4.5	Direction of lay of outer layer		Right Hand	
4.6	Linear mass of the conductor			
	Aluminium	kg/km	587	
	Steel	kg/km	387	
a)	Total Standard	kg/k m	974	
5.0	Coefficient of linear expansion of Conductor per degree celcius iii) Aluminium iv) Steel	per degr ee celci us	17.8 x 10 ⁻⁶ 11.5x 10 ⁻⁶	
5.1	Calculated final Modulus of elasticity kg/ cm ²	kg/ cm ² GN/ Sq. M	8155 Kg. / sq. mm	
5.2	Temp. Variation			
5.3	Current carrying capacity. at 40 deg. Cent. Ambient and 30 deg. Rise	Amp	430	
5.4	Elongation before stranding steel strand	%	4	

Signature of the bidder
Along with Name & Seal
of the Company

SCHEDULE-II
SCHEDULE OF PRICE AND QUANTITY

Sl. No	Particular	Qty. Required (in Km.)	Unit FOR Ex-works price inclusive of packing charges (Rs./Km)	Forwarding & Freight Charges (Rs./Km)	GST @% on Ex-Works and Forwarding & Freight Charges (4+5)	Total Unit FOR price (4+5+6) (In Rs.)	Total Amount (In Rs:) (3x7)
1	2	3	4	5	6	7	8
1	ACSR Panther conductor size 30+7/3 mm ISI:Marked (IS-398- 1996) and Wound on non returnable wooden drums confirming to IS:1778/1961/ 1980 both ISS as amended up-to-date	910					

Note:-

- a) The price offered should be variable as per IEEMA formula with base indices as issued in IEEMA circular issue one month prior to due date of opening.
- b) The offer with the rates given in any form/ proforma, other than that mentioned above shall be summarily rejected.
- c) Rate in various tapering step shall not be considered & hence rate shall be indicated by singular figure only.
- d) The applicable rate of GST is to be indicated by the bidder. Price bid shall be processed/evaluated with applicable GST at the time of opening of techno commercial bid.
- e) Only statutory variation due to Govt. regulations in GST during contractual delivery period shall be paid by CSPTCL.

Signature & Seal of Bidder

SCHEDULE-III

TECHNICAL INFORMATION

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

1	Whether ACSR Panther Conductor offered are exactly as per the technical specification	Yes/No
2	Whether ACSR Panther Conductor quoted for both lines & substations	Yes/No, give details
3	Whether the copies of orders received during last 2 years from Central/State power utilities or Generation/ Transmission / Distribution licensee in India or to contractors for utilization in projects of such utilities/licensee 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 Board's representative prior to dispatch and bear the testing charges for all tests as per relevant standards	Yes/no
11	Whether ACSR Panther Conductor quoted are as per IS Specification relevant to each items	Yes/No, give details

Place:-

Date:

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

SCHEDULE-IV

SCHEDULE OF TECHNICAL DEVIATIONS.

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

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

Dated

Name and seal of the tendering
Company.

SCHEDULE-V

COMMERCIAL INFORMATION

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

1	Name of Manufacturer	
2	Address of Manufacturer	a)Office : b) Works:
3	Telephone Nos./ FAX No.	Office : Works: O/R
4	Date of starting manufacturing of ACSR Panther Conductor. <u>Please furnish documentary proof for same.</u>	
5	Date of Type test of tendered products whether documents attached .	
6	Whether ACSR Panther Conductor confirm latest IS specification.	
7.		Bank draft/Banker's cheque/ Cash with Manager (RAO:HQ), CSPTCL, Raipur No.
i)	Earnest Money details	
ii)	Amount of EMD and full details	Rs.
iii)	If exempted, state whether bidder is	SSI Unit of CG/Small scale unit registered with NSIC/Fully owned State Central Govt. Unit.
iv)	Reference of documentary evidence regarding exemption enclosed	Yes/No
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 approved in this tender	Yes
10.	Option of Modvat Benefit. Whether benefit of Modvat has been taken into consideration in quoting the rate in price bid	Yes/No
11.	Rate of GST(Goods and service tax)	Yes/No
12.	MODE OF DESPATCH	

	Note:- Despatch by Road is acceptable:- i) only when the Bidder agrees to supply the material on door delivery bases and through bank approved road transporters and ii) Agrees for payment after receipt of material in good condition	
13.	FREIGHT CHARGES	Inclusive @ Exclusive @
14.	Discount :- a) Whether any rebate/discount is offered b) If yes, whether the rebate is unconditional/conditional c) If conditional state condition	Yes/No
15.	PAYMENT TERMS:- Whether Companies terms of payment is acceptable to the Bidder (if no state conditions)	Yes/No
16.	DELIVERY PERIOD:-	
	a) Commencement of supplies within 45 days from the date of order with minimum 15% of quantity.	Yes/No
	b) Completion & supply of balance quantity in 5 months thereafter.	Yes/No
17.	PENALTY CLAUSE Whether agreeable to Company Penalty clause	Yes/No
18.	GUARANTEE PERIOD: - Whether you agree to guarantee period clause of the tender i.e. 30 months from the date of supply in Store.	Yes/No
19.	SECURITY DEPOSIT a. Whether agreeable to furnish Company Standard security deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period	Yes/No
	b. If not, indicate deviation specifically	
20	EXTENSION ORDER:- Whether you are agreeable to accept extension order on the same rates, terms & condition if any extension order is placed within 6 months from the date of placement of detailed order.	Yes/No
21	Please mention whether rates offered are applicable for part quantities.	Yes/No
22	Mention turn over of the firm for best three financial years out of last 5 financial years (Enclose balance sheets in support)	
	2014-15	

	2015-16	
	2016-17	
	2017-18	
	2018-19	
23	C.A. audited notarized copy of net worth for the last three financial years submitted	YES / NO
24	Whether all testing charges included in quoted rates	YES / NO
25	Whether Packing condition is as per our specification.	YES / NO
26	Whether you are State/Central Govt. undertaking	YES / NO
27	Have you furnished documentary evidence in respect of qualifying requirement?	YES / NO
28	Whether the testing facility for acceptance test is available at the bidder's factory premises	YES / NO
29	whether you agree to arrange acceptance test at your works	
30	Whether manufacturer is ready for Stage test during manufacturing of ACSR Panther Conductor.	YES / NO
31	Weight of ACSR Panther Conductor per KM.	
32	Whether integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- has been enclosed	YES / NO
33	Whether the firm have enclosed IEEMA circulars for tendered material prevailing to the base date of this tender	YES / NO
34	<u>Indicate quantity quoted in Price schedule</u>Kms Panther
35	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:-

Date:

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

SCHEDULE – VI

SCHEDULE OF COMMERCIAL DEVIATIONS.

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

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

Dated

Name and seal of the tendering
Company.

Place

SCHEDULE-VII

ANNUAL TURNOVER (Certified by CA & Self attested)

Annual Turnover Data for the following 5 Years	
Year	Amount in Rs.
2014-15	
2015-16	
2016-17	
2017-18	
2018-19	
Total Turnover	

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

Date:

Signature :

Name :

Status :

Seal of the Tendering Co. :

SCHEDULE : VIII

SCHEDULE OF TENDER'S EXPERIENCE

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

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

Signature of Bidder

Name :

Company :

SCHEDULE– IX

A) Details of type tests

S.No	Item	Name of the lab.	Date of testing
1	ACSR Panther Conductor		

(Type test Report should be Self attested)

(B) Details of ACSR Panther Conductor supplied during last 3 years

(Certified by CA Self Attested)

S.No.	Name of Utility	Qty	YEAR	

The bidder should submit the detailed order for supply of ACSR Panther Conductor to any Central/State power utilities **or** Generation/ Transmission / Distribution licensee in India **or** to contractors for utilization in projects of such utilities/licensee, as on the date of issue of NIT as detailed in 5 of Annex. I “Special Instructions to Bidders”

Dated

Name and seal of the tendering
Company.

Place

(C) Valid ISI license for manufacturing of ACSR Panther Conductor

(Self Attested Copy)

S.No	Item	ISI License Issued By	Valid till
1	ACSR Panther Conductor		

Dated

Name and seal of the tendering
Company.

Place

SCHEDULE –X

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

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

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

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

The beneficiary of this Bank Guarantee shall be Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor company of CSEB Raipur). The proceeds / encashment of this Bank Guarantee would go in the name of Chhattisgarh State Power Transmission Company Limited, Raipur (A Successor company of CSEB Raipur).

This agreement should be valid and binding on this bank upto and including _____ 2001 of for such further period as may hereunder be mutually fixed from time to time in writing by the Chhattisgarh State Power Transmission Company Ltd. And the contractor and shall not be terminable by notice or any change in the

constitution of the aforesaid bank or the firm of Contractors or by any others reasons whatsoever and the Banker's liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed to with or without the Bank knowledge or consent by or between the Chhattisgarh State Power Transmission Company Ltd. And contractor in the existing and / or further tenders and / or contracts.

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

The liability under this guarantee is restricted to Rs..... (in words) only. This guarantee shall remain in force until Unless a demand to enforce a claim under the guarantee is made under this Bank Guarantee by the CSPTCL to the Bank within six months from that date the rights of the Chhattisgarh State Power Transmission Company Ltd under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.

WITNESSES:-

SIGNATURES

Authorized Signatories of Bank

1. Signed. _____
2. for _____ Bank

SCHEDULE-XI

DETAILS OF DRAWINGS SUBMITTED WITH THE TENDER

Bidders shall mention details of drawings which have been submitted along with the Tender in the following table.

S. No.	Drawing No.	Particulars of Drawing
1.		
2.		
3.		
4.		
5.		
6.		

SCHEDULE-XII

PRE-CONTRACT INTEGRITY PACT

3.1 GENERAL

- a) This pre-bid contract Agreement (herein called the Integrity Pact) is made on.....day of the month20..., between the CSPTCL acting through Shri.....ED/CE(Trans.), CSPTCL (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri..... Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/has offered.
- b) 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.

c) OBJECTIVES

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

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

d) COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3.3 COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavor 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.

4 EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of.....
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guarantee sum to the(BUYER).....on demand within three

working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- 5 Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Security Deposit shall be valid upto a period till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period.
- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 SANCTIONS FOR VIOLATIONS

- 7 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:-
 - 8 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.
 - 9 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.
 - 10 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 11 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.
 - 12 To encase 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 acting 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.

13 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.

14 **INDEPENDENT MONITORS**

- 8.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

09. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

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

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

BUYER
ED/CE(S&P)
CSPTCL, Raipur

BIDDER
CHIEF EXECUTIVE OFFICER
Department/PSU

Witness

Witness

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

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

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

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



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Cir. No.: 145/PVC/CLAR/02

20th October 2014

To Members of Conductor division, Subscribers of PV Circulars
All SEBs, Utilities and other listed Purchasing Organizations

Sub: Publishing of New Conductor PV formula – based on Daily LME Aluminium prices

Users may recall that from August 2013, IEEMA had started publishing LME Average price of Aluminium in required IEEMA PV circulars including Conductors. The same was notified vide Cir. No. 135/PVC/CLAR/02 dated 1st August 2013 with the background and recommendation to use this price for price variation calculations for future contracts.

After one year of providing LME Average Aluminium prices as an alternative, Conductor manufacturers have further deliberated internally and with some users and decided to move towards Daily LME Aluminium prices.

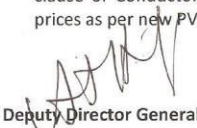
The Draft PV clause of Conductor was circulated vide cir. No. 127/PVC/CLAR/02 dated 12th September 2014 to all stakeholders for their review and comments. Since no comments were received, we are now making it operational and make it effective from 1st September 2014. The new PV clause is enclosed for your perusal.

The salient points of the same are as under:

- LME prices are transparent, hedge-able and highly credible.
- Consumers of Aluminium Conductors & cables and other Aluminium based products are linking their Purchase Orders with the LME.
- Frequent changes in domestic Aluminium prices is creating volatility and posing difficulties for buyers; since domestic suppliers follow pricing based on LME price trend on ad-hoc basis.
- The Daily LME Aluminium price will be worked out by adding Premium charges for Aluminium.

We recommend incorporating this new PV clause in all future tenders. We recommend following methodology to arrive at price variation for all the pending contracts having old IEEMA PV clause of Conductors (effective from 1st April 2012)

1. Calculate 'P' from the date of tendering /base date of the contract as per old IEEMA PV clause of Conductors up to September 2014 i.e. considering prices of 1st September 2014 as per old PV clause of Conductors at the denominator
2. Treat the above calculated 'P' and 'P₀' and calculate final price variation using new IEEMA PV clause for Conductors from September 2014 i.e. considering prices of 1st September 2014 as per new PV clause of Conductors at the numerator up to the date of delivery i.e. by considering appropriate prices as per new PV clause of Conductors.


Deputy Director General

Encl: IEEMA PV clause of Conductors ref. IEEMA(PVC)/Coductors_LME effective from 1st September 2014

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Indian Electrical & Electronics Manufacturer's Association

MATERIAL PRICE VARIATION CLAUSE FOR AAC/AAAC/ACSR CONDUCTORS

The price quoted/confirmed for Aluminium Conductor is based on the input cost of raw materials as on the date of quotation. It is deemed to be related to the prices of raw materials, as specified in the price variation clauses given below. In case of any variation in these prices, the prices payable shall be subject to adjustment up or down in accordance with the following formulae.

1. AAC/AAAC Conductors

$$P = P_o + WA (AL - ALo)$$

2. ACSR Conductors

$$P = P_o + WA (AL - ALo) + WF (FE - FEo)$$

Wherein,

P = Ex-works price payable in Rs. per km as adjusted in accordance with the price variation clause

P_o = Ex-works price quoted/confirmed in Rs. per km.

WA = Weight of Aluminium in AAC/AAAC/ACSR Conductor in MT per Km. as per the type of conductor (Refer the enclosed annexure – A giving this factor for various types of conductors)

ALo = Price of Daily LME Cash SELLER Settlement price of Aluminium
This price is applicable prevailing as on 30 days prior to the date of tender opening.

WF = Weight of Steel Content in ACSR Conductor in MT per Km. as per the type of conductor
(Refer the enclosed annexure – A giving this factor for various types of conductors)

FEo = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size
This price is applicable prevailing as on 30 days prior to the date of tender opening.

For example, if tender is opened on 31st October 2014, the applicable raw material prices (ALo and FEo) would be those, prevailing as on the 1st day of October 2014.

AL = Price of Daily LME Cash SELLER Settlement price of Aluminium
This price is applicable prevailing as on 30 days prior to the date of delivery.

FE = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size
This price is applicable prevailing as on 30 days prior to the date of delivery.

IEEMA(PVC)/CONDUCTOR/2014/Page 1 of 4

Delhi	Bangalore	Kolkata
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Indian Electrical & Electronics Manufacturer's Association

For example, if the date of delivery is 31st December 2014, the applicable raw material prices (AL and FE) would be those prevailing as on the 1st day of December 2014.

The above prices and indices are as published by IEEMA vide circular reference IEEMA(PVC)/AL Conductor-LME/-


The date of delivery is the date on which the Conductor 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:

1. All domestic prices of raw materials applicable to excise duty units are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes, octroi etc.
2. Price of Daily LME Cash SELLER Settlement price of Primary Aluminium in US\$ per MT is as published by London Metal Bulletin (LME). Premium for Aluminium Ingot in US\$ per MT is added in this Daily LME price and converted in Indian Rs./MT using exchange rate and adding appropriate customs duty.

Monthly price circular will contain daily prices of Aluminium during the month as announced by LME.

3. The price of High tensile Galvanized Steel Wire (in Rs./MT) for different sizes in mm is the price as quoted by a primary producer; which is normally valid for the entire month. Further revisions in prices; if any; as quoted by the primary producer will also be published.


Authorised Signatory

Annexure - A

Weight Factors for various types of Conductors as per IS: 398

Sr. No.	Conductor types	A / AA Strands	Steel Strands	Aluminium EC Grade/ Alloy kg / km	HT GS Steel kg / km	Total kg / km
1	AAC - GNAT	7/2.21	-	74.00	0.00	74.00
2	AAC - ANT	7/3.10	-	145.00	0.00	145.00
3	AAC - WASP	7/4.39	-	290.00	0.00	290.00
4	AAC - PEONY	19/3.18	-	415.00	0.00	415.00
5	AAC - SPIDER	19/3.99	-	654.00	0.00	654.00
6	AAC - BUTTER FLY	19/4.65	-	888.00	0.00	888.00
7	ACSR - MOLE	6/1.50	1/1.50	29.00	14.00	43.00
8	ACSR - ROSE	6/1.96	1/1.96	50.00	23.00	73.00
9	ACSR - SQUIRREL	6/2.11	1/2.11	58.00	27.00	85.00
10	ACSR - WEASEL	6/2.59	1/2.59	87.00	41.00	128.00
11	ACSR - RABBIT	6/3.35	1/3.35	145.00	69.00	214.00
12	ACSR - RACCOON	6/4.09	1/4.09	216.00	103.00	319.00
13	ACSR - DOG	6/4.72	7/1.57	288.00	106.00	394.00
14	ACSR - WOLF	30/2.59	7/2.59	437.00	289.00	726.00
15	ACSR - PANTHER	30/3.00	7/3.00	586.00	388.00	974.00
16	ACSR - KUNDAH	42/3.50	7/1.96	1,116.00	165.00	1,281.00
17	ACSR - ZEBRA	54/3.18	7/3.18	1,185.00	436.00	1,621.00
18	ACSR - MORKULLA	42/4.13	7/2.30	1,553.00	228.00	1,781.00
19	ACSR - MOOSE	54/3.53	7/3.53	1,465.00	539.00	2,004.00
20	ACSR - BERSIMIS	42/4.57	7/2.54	1,909.00	278.00	2,181.00
21	ACSR - SNOWBIRD	42/3.99	7/2.21	1,447.00	210.00	1,657.00
22	ACSR - LAPWING	45/4.78	7/3.18	2,231.00	436.00	2,667.00
23	ACSR - CYNX	30/2.79	7/2.79	507.00	335.00	842.00
24	ACSR - DRAKE	26/4.44	7/3.45	1,116.00	512.00	1,628.00
25	ACSR - COYOTE	26/2.54	7/1.91	365.00	156.00	521.00

TENDER SPECIFICATION No. TR-19/S&P/27

(E-Bidding)

**ISI MARKED ACSR PANTHER
CONDUCTOR**

RFX No. -----

